

SOLID WASTE FRANCHISE AGREEMENT

This Solid Waste Franchise Agreement (“Agreement”) is made and entered into as of November 7, 2023, to be effective beginning on January 1, 2024 (“Effective Date”) by and between the City of Fowler (“City”), a municipal corporation, and USA Waste of California, Inc., a Delaware corporation registered to do business in California (“Contractor”) (each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (“AB939”), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions; and

WHEREAS, City and Contractor previously entered into that certain Amended and Restated Solid Waste Agreement, dated April 7, 2009 (the “Prior Agreement”); and

WHEREAS, Senate Bill (SB) 1383, the Short- lived Climate Pollutant Reduction Act of 2016, requires the California Department of Resources Recycling and Recovery (“CalRecycle”) to develop regulations to reduce organics in landfills as a source of methane; and

WHEREAS, SB 1383 requires the City to implement certain organic waste collection programs and other regulatory requirements; and

WHEREAS, the Parties wish to enter into this Agreement to replace and supersede the Prior Agreement beginning on January 1, 2024, and provide for, among other things, SB 1383 Organic Waste services;

NOW, THEREFORE, in consideration of the above recitals, which are a substantive part of this Agreement, and in consideration of the respective and mutual covenants and promises herein, the Parties hereby agree as follows:

1. DEFINITIONS. The following words and phrases used in this Agreement shall be defined in accordance with the definitions set forth herein. In the event of a conflict between these definitions and those set forth in the Fowler Municipal Code, the definitions set forth herein will prevail:

1.1 “AB939” means the California Integrated Waste Management Act of 1989, as amended (Public Resources Code §40000 et seq.), and implementing regulations of the California Integrated Waste Management Board.

1.2 "ACCOUNT" means premises located within the City receiving services pursuant to this Agreement, or the person arranging for services pursuant to this Agreement, as the case may be. The word "Account" is used interchangeably with the word "Customer" in this Agreement.

1.3 "AGREEMENT" means this Solid Waste Franchise Agreement between the City and Contractor, including all exhibits and attachments, and any amendments.

1.4 "APPLICABLE LAW" means any law, rule, regulation, requirement, guideline, permit, action, determination, or order of any governmental body having jurisdiction, applicable from time to time to the services provided pursuant to the Agreement; the operating assets of Contractor; the siting, design, acquisition, permitting, construction, equipping, financing, ownership, possession, shakedown, testing, operation, or maintenance of any of the operating assets of Contractor; or any other transaction or matter contemplated in this Agreement (including any of the foregoing which concern health, safety, fire, governmental protection, accommodation of the disabled, labor relations, mitigation monitoring plans, building codes, non-discrimination and the payment of minimum wages, the payment of per-ton charges on solid waste facilities imposed by a governmental entity other than the City, and further including the City Municipal Code and the County of Fresno Integrated Waste Management Plan.

1.5 "BIN" means a metal or rigid plastic container with a capacity of approximately one to six cubic yards, having a hinged lid and wheels, which is serviced by a front-end loading truck.

1.6 "BIN SERVICE" means collection services provided to accounts using bins provided by Contractor. Bin service may be provided to either Residential Premises, Industrial Premises or Commercial Premises on a permanent or temporary basis.

1.7 "BIOHAZARDOUS WASTE" means those materials defined as "biohazardous waste" in Health and Safety Code §117635, as that section may be amended from time to time.

1.8 "BULKY ITEMS" means household items that do not properly fit in the Customer's Container, that do not exceed four feet by four feet by two feet (4'x4'x2'), and weigh no more than two hundred (200) pounds and is capable of being lifted safely by two (2) people without the use of special equipment, which are attributed to the normal activities of a Single-Family Premises. Bulky Items may include: discarded furniture (including but not limited to chairs, sofas, mattresses, and rugs); appliances (including but not limited to refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as "white goods"); discarded stereos, televisions, computers, VCR's, and other similar items (commonly known as "E-Waste"); wood waste, tree trunks, and large branches if more than six inches in diameter or four feet in length, scrap wood, rocks, sod and earth. Bulky items do not include C&D car bodies or automobile parts, or jacuzzi tubs or spas. In addition, Bulky Items do not include waste tires or Excluded Waste.

1.9 "CART" means a plastic container with a capacity of no less than approximately 64 gallons and no greater than approximately 96 gallons, having a hinged lid and wheels, which is serviced by an automated side-loading truck.

1.10 "CART SERVICE" means collection services provided to accounts using carts provided by Contractor. Cart service may be provided to either Residential Premises, Industrial Premises or Commercial Premises on a permanent basis.

1.11 "CHANGE IN LAW" means any of the following events or conditions which effects the performance by the Contractor of its obligations under this Agreement:

- The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law; or
- The order, judicial interpretation, or judgment of any Governmental Body. to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the City or of the Contractor, whichever is asserting the occurrence of a Change in Law provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

1.12 "CITY" means the City of Fowler.

1.13 "COMMERCIAL PREMISES" means property upon which a business activity is conducted, including but not limited to retail sales, services, or wholesale operations, but excluding businesses conducted upon residential premises that are permitted under applicable zoning regulations and that do not constitute the primary use of the property. Commercial Premises may receive Bin Service, Roll-Off service, or Cart service. Commercial premises also include Multi-Family Premises, apartment houses, condominiums, mixed condominiums and rental housing, senior citizen housing complexes, and mobile home parks receiving permanent bin service or roll- off service. For purposes of this Agreement, "Commercial" refers to Commercial Premises.

1.14 "CONSTRUCTION AND DEMOLITION WASTE or C&D" means used or discarded construction materials removed from premises during the construction, renovation or demolition of a structure or premises, including rocks, soil, tree remains, and other green waste which normally results from land clearing or land development operations.

1.15 "CONTAINER" means a Cart, Bin, and/or Roll-Off.

1.16 "CONTRACTOR" means USA Waste of California, Inc., a Delaware corporation.

1.17 "CONTRACTOR'S TRANSFER STATION" means that Solid Waste, Recyclable Material, and Organic Waste transfer and processing facility owned and operated by Contractor, located at 4333 E. Jefferson Avenue, Fresno, CA 95370.

1.18 "DISCARDED MATERIALS" shall mean Recyclable Materials, Organic Waste, Solid Waste, or Construction and Demolition Debris properly placed by a Customer or Generator in or around a Container for the purposes of collection by Contractor. For the purpose of this Agreement, Discarded Materials does not include Excluded Waste.

1.19 "DWELLING UNIT" means any single family premises, or any individual living unit in a Multi-Family Premises that includes a full kitchen and bathroom, intended for, or capable of being utilized for, residential living.

1.20 "E-WASTE" means discarded stereos, televisions, computers, VCR's, and other similar items, including but not limited to any "covered electronic device" as defined in Public Resources Code §42463(f), as that section may be amended from time to time.

1.21 "EXCLUDED WASTE" means Hazardous Waste, Medical Waste, Biohazardous Waste, U-Waste, volatile, corrosive, biomedical, infectious, and toxic substances or material, waste that Contractor reasonably believes would, as a result of or upon disposal, be a violation of local, State or Federal law, regulation or ordinance, including land use restrictions or conditions, waste that cannot be disposed of in Class III landfills, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe collection, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

1.22 "GENERATOR" means any person that generates, produces, or discards Discarded Materials or Excluded Waste.

1.23 "GREEN WASTE" means shrubbery, tree trimmings, leaves, grass, weeds, and wood materials from trees and shrubs that fit within a Cart, or tree trunks or limbs that are less than six inches in diameter or four feet in length. Materials not meeting these specifications are considered Bulky Items. Yucca leaves, palm fronds, tree stumps and tree roots are not considered Green Waste, and shall be treated as Solid Waste for the purposes of this Agreement. Green Waste is a subset of Organic Waste and shall not include Excluded Waste.

1.24 "GROSS REVENUE" means all monetary amounts actually collected or received by Contractor from Accounts or Customers for the service of collecting Solid Waste, Organic Waste, and Recyclable Material pursuant to this Agreement. The term Gross Revenue, for purposes of this Agreement, shall include all service fees Contractor charges all Accounts or customers, including without limitation fees for Extra Services as described in Sections 5.3.2 and 6.2.2 of this Agreement, including such fees collected by Contractor or under a separate

contract with a Customer or Account authorized when no rate is provided in Exhibit 1 for the requested Extra Service, but shall not include amounts received from Organic Waste disposal and processing charges, revenue from the sale of Organic Waste or Recyclable Materials, and Special Fees charged by Contractor intended to reimburse Contractor for costs arising from improper actions by Customers (e.g. fees issued for Prohibited Container Contaminants and Overage), fees paid by Contractor to the City, City administration and billing fees, or other revenues from state and local government accounts.

1.25 "HAZARDOUS WASTE" means waste defined as hazardous by Health and Safety Code Section 25117, including: (1) a waste or combination of wastes which, because of its quantity, concentration, or physical, chemical or infectious characteristics, may either (a) cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness, or (b) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of, or otherwise managed; (2) a waste which meets any of the criteria for the identification of a hazardous waste adopted by the California Environmental Protection Agency's Division of Toxic Substances Control pursuant to Health and Safety Code Section 25141; (3) any chemical, pollutant, contaminant, hazardous or toxic substance, constituent or material that under Applicable Law is considered to be hazardous or toxic or is or may be required to be remediated, including, without limitation, (a) any petroleum or petroleum products and their derivatives, radioactive materials, asbestos in any form that is or could become friable, transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls and processes and certain cooling systems that use chlorofluorocarbons, or (b) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to Applicable Law.

1.26 "INDUSTRIAL PREMISES" means property upon which manufacturing and industrial operations are conducted. Industrial Premises may receive Bin Service, Roll-Off Service or Cart Service. For purposes of this Agreement, "Industrial" refers to Industrial Premises.

1.27 "Late Fee" means an amount charged by Contractor to reimburse it for administrative costs arising from payment delinquency, including the cost of notices and adjustments to its accounting records, and may include a fixed fee, interest on past due amounts, or Non-Sufficient Fund ("NSF") fees.

1.28 "MEDICAL WASTE" means waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code).

1.29 "MULTI-FAMILY PREMISES" means property which is used for residential purposes having five (5) or more Dwelling Units. For purposes of this Agreement, Multi-Family Premises are Commercial Premises.

1.30 "ORGANIC WASTE" means material originating from living organisms and their metabolic waste products, including but not limited to nonhazardous or untreated wood waste, paper, organic textiles, biosolids, digestate and sludges, food waste, and Green Waste that are accepted for processing by the Organic Waste processing facility utilized by Contractor under this Agreement. Organic Waste does not include Excluded Waste. For purposes of this Agreement, textiles shall be treated as Solid Waste, and Printing and Writing Paper and Paper Products (each as defined in 14 CCR Section 18982(a)) shall be treated as Recyclable Material.

1.31 "OVERAGE" means excess Solid Waste, Organic Waste, or Recyclable Materials placed in or around a Container, including: (i) Discarded Material that causes the lid on the Container to be open; (ii) material that is placed on top of the Container; (iii) material placed around the Container either in bags or uncontainerized; or (iv) the Container to exceed the weight limit for such Container.

1.32 "PROHIBITED CONTAINER CONTAMINANTS" means the following: (i) material placed in a Recyclable Material Container that is not identified as acceptable Recyclable Material; (ii) material placed in a Organic Waste Container that is not identified as acceptable Organic Waste; (iii) material placed in a Solid Waste Container that is not identified as acceptable Solid Waste or are acceptable Recyclable Material and/or Organic Waste; and (iv) Excluded Waste placed in any Container. For purposes of this Agreement, "Contamination" or a "Contaminated Container" refers to the presence of Prohibited Container Contaminants.

1.33 "PREMISES" means any land, building or structure in the City where Solid Waste, Recyclable Material or Organic Waste is generated or accumulated.

1.34 "PRIOR AGREEMENT" has the meaning set forth in the recitals to this Agreement.

1.35 "RECYCLABLE MATERIAL" means those materials identified on Exhibit 2 and that Customers set out in Containers for Collection for the purpose of recycling by Contractor. No Discarded Materials shall be considered Recyclable Materials unless such material is separated from other Discarded Materials by the Customer. For the purpose of collection of Recyclable Materials through Contractor's collection services, Recyclable Materials shall be limited to those materials identified by Contractor as acceptable Recyclable Materials. Recyclable Materials do not include Excluded Waste.

1.36 "RESIDENTIAL PREMISES" means property which is used for residential purposes and which receive Cart Service, including single-family premises, and Premises with four (4) or fewer Dwelling Units.

1.37 "ROLL-OFF or ROLL-OFF BOX" means an open-top metal container or closed compactor box with a capacity of 10 to 40 cubic yards that may be provided by either the account or Contractor, which is serviced by a roll-off truck.

1.38 "ROLL-OFF SERVICE" means collection, transportation, recycling, processing and disposal services that are provided using a roll-off box. Roll-off service may be provided to either Residential Premises, Industrial Premises, or Commercial Premises on a permanent or temporary basis.

1.39 "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants.

1.40 "SOLID WASTE" means "solid waste" as defined in Public Resources Code §40191, including putrescible and non-putrescible refuse, special waste, and construction and demolition waste. For purposes of this Agreement, Solid Waste does not include Excluded Waste.

1.41 "SPECIAL FEES" means a charge imposed by Contractor in response to improper actions by accounts, including fees for contamination, cleanup, Cart or Bin repair or replacement arising from damage caused by the Account, or Late Fees. Special Fees are detailed in Exhibit 1, but shall not include fees for Extra Services, as described in Sections 5.3.2 and 6.2.2 of this Agreement, whether a rate is listed in Exhibit 1 for such Extra Service or collected pursuant to a separate contract with a Customer or Account.

1.42 "TEMPORARY SERVICE" means bin service or roll-off service provided to premises on a temporary, as-needed basis, such that no container remains on the premises or a service location on a premises for more than thirty (30) days at a time, or for more than sixty (60) days of any ninety (90) day period.

1.43 "UNIVERSAL WASTE or U-WASTE" means waste materials that are conditionally exempt from classification as hazardous waste pursuant to Title 22 of the California Code of Regulations (22 CCR), Section 66261.9, including but not limited to: (i) batteries as described in 22 CCR section 66273.2; (ii) thermostats as described in 22 CCR Section 66273.4; (iii) lamps as described in 22 CCR Section 66273.5; and (iv) cathode ray tube materials as described in 22 CCR Section 66273.6.

2. GRANT OF EXCLUSIVE FRANCHISE.

2.1 In accordance with and subject to the provisions in Title 6, Chapter 2 of the City's Municipal Code, Contractor is hereby granted the exclusive right and privilege to collect, transport, recycle and dispose of all Discarded Materials generated at Residential Premises, Industrial Premises and Commercial Premises, construction and demolition sites, and City facilities, now existing or hereafter constructed within the City during the term of this Agreement.

2.1.1 The Parties acknowledge and declare that this Agreement includes the exclusive rights to enter upon, over, and use the City's streets for the purpose of providing solid waste collection services for a fee in the City limits, including but not limited to the exclusive authorization to drive heavy vehicles on, over and across the City's streets and place waste Containers in the City's right-of-way; and the value of the franchise, this Agreement, and the franchise fee Contractor pays the City for the franchise has been determined and agreed upon based on bona fide negotiations between the City and Contractor in 2009 when the franchise fee was first established, and subsequent negotiations occurring with this Agreement, and City and Contractor acknowledge and declare that the franchise fee set forth herein bears a reasonable relationship to the value of the exclusive rights granted Contractor by this Agreement.

2.1.2 Notwithstanding the bona fide negotiations surrounding this Agreement and the franchise fee the Contractor pays the City for the franchise, to the extent the franchise fee is deemed imposed by the City, the City and Contractor acknowledge and agree the franchise fee is imposed for the specific benefit conferred or privilege granted directly to the Contractor - the exclusive rights to enter upon, over, and use the City's streets for the purpose of providing solid waste collection services for a fee in the City limits - that is not provided to those not charged the franchise fee, and the franchise fee does not exceed the reasonable costs to the City of conferring the benefit or granting the privilege, and bears a fair or reasonable relationship to the benefit Contractor receives from this Agreement and the franchise.

2.2 During the term of this Agreement, except as otherwise provided in Section 2.4, or as may otherwise be provided by Applicable Law, the rights granted to Contractor under this Agreement will be exclusive to Contractor. The City will, where reasonable, protect Contractor's exclusive rights by considering the adoption of appropriate ordinances. In addition, the City authorizes Contractor to take administrative or legal action against any person who infringes on Contractor's exclusive rights, at no cost to the City.

2.3 The City agrees not to enter into any contract with any other person, firm or organization for the performance of the services required to be performed by Contractor except, in the event Contractor fails or refuses to uphold the terms of this Agreement in material breach thereof, the City may cause fulfillment of this Agreement by other methods or contractors.

2.4 Limitations to Exclusivity. The franchise granted to Contractor is exclusive, except for the exceptions listed below and any exceptions provided in Title 6, Chapter 2 of the City's Municipal Code, including Sections 6-2.205-6-2.207, 6-2.310, and 6-2.506 of the City's Municipal Code. The granting of this franchise does not preclude the categories of waste listed below from being delivered to, collected, and transported by others, provided that no person is excused from obtaining from the City any authorization that is required by law.

2.4.1 Recyclable Material that an Account sells to, or otherwise receives compensation from, other persons so long as there is no payment or other compensation paid by the service recipient to such other Person.

2.4.2 Recyclable Material donated to youth, civic, or charitable organizations.

2.4.3 Containers delivered for recycling under the California Beverage Container Recycling Litter Reduction Act, Sections 14500, et seq., California Public Resources Code.

2.4.4 Green Waste removed from premises by a gardening, landscaping, or tree trimming company using its own equipment and employees as an incidental part of a total service offered by the company, as opposed to a hauling service or other contractor.

2.4.5 Construction and Demolition Waste that is incidentally removed by a duly licensed construction or demolition company, as part of a total service offered by such licensed company using its own equipment and employees.

2.4.6 Animal waste and remains from any slaughterhouse or butcher shop for use as tallow.

2.4.7 Grease and animal remains generated from food service providers.

2.4.8 Dead animals.

2.4.9 Agricultural waste, such as manure or bedding from poultry yards or stables.

2.4.10 Waste tires.

2.4.11 By-products of sewage treatment, including sludge, sludge ash, grit and screenings.

2.4.12 Excluded Waste, regardless of its source.

2.4.13 The casual or emergency collection, removal, disposal, or diversion of solid waste by the City through its officers or employees in the normal course of their employment.

2.4.14 A Commercial business owner or resident may dispose of Discarded Materials generated in or on their own Premises using their own vehicles and equipment, and, with respect to a Commercial business, its own employees.

2.4.15 Collection, transport and distribution of Edible Food, as defined in 14 CCR Section 18982(a)(18), by third-party persons or organizations.

2.5 City Directed Changes in Service; Change in Law.

2.5.1 City Directed Change. The City may direct Contractor to perform additional services or to modify the manner in which it performs existing services or bills for

services. Pilot programs and innovative services that may entail new collection methods, different kinds of services or new requirements for customers, and alternative rate structures are included among the kinds of changes that the City may direct. Contractor will be entitled to an adjustment to the rates set forth in Exhibit 1 to reimburse its increased costs if any for providing those additional or modified services, in accordance with Section 19.5.2 of this Agreement.

2.5.2 Change in Law. A Change in Law may require that Contractor provide new, modified, or additional services or obligations for the provision of services under this Agreement. In the event of a Change in Law, the Parties shall meet and confer in good faith to amend this Agreement to incorporate provisions and obligations necessary to comply with the Change in Law and Contractor will be entitled to an adjustment to the rates set forth in Exhibit 1 to reimburse its increased costs for providing those new, modified, or additional services or obligations for the provision of services under this Agreement, in accordance with Section 19.5.2 of this Agreement.

2.6 Delegation of Authority. The administration of this Agreement shall be under the supervision of the Fowler City Manager's office, and the actions specified herein shall be taken by the City Manager or his or her designee unless otherwise stated or specified.

2.7 Incorporation by Reference. The City Municipal Code, as it currently exists or may be amended, is hereby incorporated and made a part of this Agreement as though set forth in full herein. Except with respect to definitions in accordance with Section 1, in the event of any conflict between this Agreement and the City Municipal Code, the terms of the City's Municipal Code shall prevail.

2.8 Ownership of Waste. Except as otherwise provided in state law with respect to Recyclable Material, ownership and the right to possession of materials will transfer directly from the Account to Contractor at the time of collection. Contractor has the right to retain, recycle, process, sell, dispose of, or reuse, and otherwise use that Discarded Material, or any part thereof, in any lawful fashion or for any lawful purpose. Contractor has the right to retain any benefit resulting from its right to retain, recycle, process, sell, dispose of, or reuse the Discarded Material that it collects, including any funds received directly or indirectly from any state or local agency, such as the Department of Conservation recycling rebate.

2.9 Excluded Waste. The Parties acknowledge that this Agreement is granted only with respect to the collection of Discarded Material and does not include the collection, transportation, processing, or disposal of Excluded Waste. Nothing in this Agreement shall require or imply that Contractor shall take title to any Excluded Waste under any circumstances, regardless of its source.

3. REVENUE TO THE CITY.

3.1 Contractor agrees to and shall pay to the City a franchise fee of ten percent (10%) of Gross Revenue collected by Contractor from Accounts and Customers for services

provided pursuant to this Agreement, payable on the 30th day of the month succeeding the month in which payment is received.

3.2 Payment of the above franchise fees shall be made by the Contractor to City. City and Contractor agree to cooperate to develop a methodology to reconcile the amounts to be paid and to assure payment of all franchise fees owed.

4. TERM.

4.1 This Agreement shall be effective for the period beginning as of the January 1, 2024 and ending on December 31, 2033. This Agreement may be amended or renewed upon terms and conditions mutually agreed upon in writing by the Parties.

5. COMMERCIAL AND INDUSTRIAL COLLECTION SERVICES.

5.1 Commercial Bundled Collection Service. Contractor shall provide bundled three (3) Container Solid Waste, Recyclable Material, and Organic Waste collection service to Commercial Customers in accordance with applicable provisions of Title 6, Chapter 2 of the City's Municipal Code and this Section 5.

5.1.1 Solid Waste Service. Contractor shall provide Solid Waste collection services to Commercial Customers using Bins, Roll-Offs or Carts, depending upon the Account's needs. Contractor shall collect and remove all Solid Waste that is placed in Containers at least once every week or more frequently if required to handle the waste stream of the Commercial Account.

5.1.2 Recyclable Material Service. Contractor shall provide for collection of Recyclable Material from Commercial Accounts, using Bins, Roll-Offs or Carts, depending upon the Account's needs; provided however that as part of bundled service required under this Agreement all Commercial Accounts shall subscribe to and Contractor will provide a minimum of weekly one (1) 96-gallon Recyclable Material Cart service. Commercial Accounts may request additional Container(s) at the applicable rate(s) set forth in Exhibit 1. No discounts may be given for using a Cart smaller than 96-gallons. Contractor shall collect and remove all Recyclable Material placed in Containers from Commercial Accounts at least once every week or more frequently if required to handle the materials generated by the Commercial Account.

5.1.3 Organic Waste Service. Contractor shall provide Organic Waste collection services to Commercial Customers using Bins, Roll-Offs or Carts, depending upon the Account's needs; provided however that as part of bundled service required under this Agreement all Commercial Accounts shall subscribe to and Contractor shall provide a minimum of weekly one (1) 64-gallon Organic Waste Cart service. Commercial Accounts may request additional Container(s) at the applicable rate(s) set forth in Exhibit 1. No discounts may be given for using a Cart smaller than 64-gallons. Contractor shall collect and remove all Organic Waste placed in Containers from Commercial Accounts at least once every week or more frequently if required to handle the materials generated by the Commercial Account.

5.2 Industrial Roll-Off Collection Service. Contractor may provide Solid Waste, Recyclable Material, Organic Waste, and/or C&D collection services to Industrial Customers using Roll-Offs, serviced upon request or as scheduled with the Customer. Contractor shall collect and remove all Solid Waste that is placed in Containers at least once every week or more frequently if required to handle the waste stream of the Industrial Account.

5.3 Commercial and Industrial Service Requirements; Other Services.

5.3.1 Temporary Bin and Roll-off Service. Contractor may provide temporary Bin service or Roll-Off service to Commercial or Industrial Accounts that request these services at the rates set forth in Exhibit 1.

5.3.2 Extra Services. Extra services, including without limitation, Roll-Off weight above five (5) tons, extra pickups, relocation of Containers, trip charges where the Account refuses service, and Account-owned Roll-Off hauling and disposal services, will be provided and shall be charged at the applicable rate set forth in Exhibit 1. In addition, Contractor shall provide other services desired by Commercial and Industrial Accounts, including without limitation, walk-in/push-out service where the Container must be moved manually more than fifteen (15) feet to the collection point, use of Containers with castors, hasps or locks. These services will be charged at the applicable rate(s) set forth in Exhibit 1. In the event that an Account requests a service for which there is no rate provided in Exhibit 1, Contractor and the Account may enter into a separate contract for the provision of such services.

5.3.3 Access to Containers. If, at the time of collection at a Commercial or Industrial Account, the Container is not accessible to the collection vehicle, Contractor shall notify the Account by telephone of the situation and request that access be provided. If the Account is unavailable or unable to provide prompt access to the Container, Contractor shall provide pickup a later time, but may charge an extra pickup fee, which will be charged as a Special Fee.

5.3.4 Missed Pick-ups. In the event that Contractor fails to provide collection service to a Commercial or Industrial Account, where the Containers had been timely and properly set out for collection, Contractor shall complete the collection from the Commercial or Industrial Account no later than the next business day following notification of the missed pickup. A fee for such missed pick-up shall not be charged by Contractor.

5.3.5 Overfilling of Containers. Where Contractor identifies instances of Overage of containers, it will document the overfilling through the use of film or digital photography. Contractor may charge a cleanup fee for cleaning up the container area and placing overfilled material into the collection vehicle which will be charged as a Special Fee. In addition, Contractor will present documentation of the Overage to the Commercial or Industrial Account. Where such evidence was presented to the Account, and Contractor documents and presents such documentation of another instance of Overage within a twelve (12) month period to the same Account, Contractor is authorized to deliver the next larger-sized Container

to the Account or increase collection frequency of the Account, and to adjust the rate to the applicable rate then in effect.

5.3.6 Record of Non-Collection. When a Container is not collected by Contractor, Contractor shall notify the Customer, which may be mail or electronic means including e-mail or text message, indicating the reason for non-collection. Reasons for non-collection may include the presence of observable Excluded Waste or Overage resulting in a Container exceeding applicable weight restrictions. Contractor shall maintain a log containing the name and address of each Account that is notified of non-collection. The log shall be maintained for inspection by the City, upon request.

6. RESIDENTIAL COLLECTION SERVICES.

6.1 Residential Bundled Services. Contractor shall provide bundled three (3) Container Solid Waste, Recyclable Material, and Organic Waste collection service to Residential Customers in accordance with applicable provisions of the City's Municipal Code and this Section 6.

6.1.1 Solid Waste Service. Contractor shall collect Solid Waste disposed of for collection at the curbside by Residential Accounts not less than once each calendar week. Contractor shall supply each Residential Account with one (1) 96-gallon Solid Waste Cart. Accounts may obtain additional Solid Waste Carts from Contractor, which will be charged at the applicable rate set forth in Exhibit 1. No discounts may be given for using a Cart smaller than 96-gallons.

6.1.2 Recyclable Material Service. Contractor shall provide weekly service for collection of Recyclable Material to all Residential Accounts on the same day as Solid Waste collection. As part of bundled service required under this Agreement, all Residential Accounts shall subscribe to and Contractor shall provide a minimum of weekly one (1) 96-gallon Recyclable Material Cart service. Accounts may obtain additional Recyclable Material Carts from Contractor, which will be charged at the applicable rate set forth in Exhibit 1. No discounts may be given for using a Cart smaller than 96-gallons.

6.1.3 Organic Waste Service. Contractor shall provide weekly curbside Cart service for collection of Organic Waste to all Residential Accounts on the same day as Solid Waste collection. As part of bundled service required under this Agreement, all Residential Accounts shall subscribe to and Contractor shall provide a minimum of weekly one (1) 96-gallon Organic Waste Cart service. Accounts may obtain additional Organic Waste Carts from Contractor, which will be charged at the applicable rate set forth in Exhibit 1. No discounts may be given for using a Cart smaller than 96-gallons.

6.2 Residential Service Requirements; Other Residential Services.

6.2.1 Temporary Bin and Roll-off Service. Contractor may provide temporary Bin service or Roll-Off service to Residential Accounts that request these services at the applicable rates set forth in Exhibit 1.

6.2.2 Extra Services. Extra services, including without limitation Overage, extra pickups, relocation of Containers, or trip charges where the Account refuses service, will be provided and shall be charged at the applicable rate set forth in Exhibit 1. In the event that an Account requests a service for which there is no rate provided in Exhibit 1, Contractor and the Account may enter into a separate contract for the provision of such services.

6.2.3 Collection Location. All Carts will be serviced at curbside along a public street. Alley service will not be provided. Accounts will be responsible for placing the carts at the proper location for collection.

6.2.4 Record of Non- Collection. When a Container is not collected by Contractor, Contractor shall notify the Customer, which may be mail or electronic means including e-mail or text message indicating the reason for non-collection. Reasons for non-collection may include the presence of observable Excluded Waste or Overage resulting in a Container exceeding applicable weight restrictions. Contractor shall maintain a log containing the name and address of each Account that is notified of non-collection. The log shall be maintained for inspection by the City, upon request.

6.2.5 Missed Pick-ups. In the event that Contractor fails to provide collection service to a Residential Account, where the Containers had been timely and properly set out for collection, Contractor shall complete the collection from the Residential Account no later than the next business day following notification of the missed pickup. A fee for such missed pickup shall not be charged by Contractor.

6.2.6 Holiday Tree Collection Program. Contractor shall collect holiday trees from Residential Premises which are cut up and placed into the Organic Waste Cart. In addition, Contractor shall accept holiday trees from residents of the City at Contractor's Transfer Station for two (2) weeks following December 25 of each year, at no charge to the resident. In addition, Contractor shall provide one Roll-Off at a location agreed upon by City and Contractor to permit residents of the City to dispose of holiday trees for two (2) weeks following December 25 of each year, at no charge to the City or any residents. Contractor shall service such Roll-Off as necessary. Contractor is not required to collect or accept artificial Christmas trees, trees containing decorations, ornaments, tinsel, debris, support stands or other foreign or non-organic matter.

6.2.7 Sharps Mail-In Program. Within sixty (60) days from the Effective Date of this Agreement, Contractor shall implement a mail-in sharps programs, available to all dwelling units, at no charge to the account. Contractor shall maintain the program throughout the Term of the Agreement.

6.2.8 Universal Waste. Within sixty (60) days from the Effective Date of this Agreement, Contractor will implement its Lamtracker program, which will provide a mail-in service for used batteries, fluorescent tubes, compact fluorescent bulbs to assist the City and the community to properly dispose of Universal Waste. The annual cost to Contractor to provide this program shall not exceed five hundred dollars (\$500.00), as adjusted annually in accordance with the annual rate adjustment in accordance with Section 19.5.1.

6.2.9 Bulky Items. On or before each July 1 during the term of this Agreement, each Residential Account shall receive two vouchers for disposal of Bulky Items, each of which will entitle the holder to a Bulky Items drop-off at Contractor's Transfer Station at no charge to the Account. Additional Bulky Items drop-offs will be accepted, and will be charged at the applicable rate(s) set forth in Exhibit 1. The City's Public Works Department may also dispose of Bulky Items at Contractor's Transfer Station at no charge to the City.

6.2.10 Disabled Service. Upon authorization from the City, Contractor shall provide back-yard service, at no additional cost, for disabled or physically challenged Customers who provide a doctor's statement to the City certifying their disabled status and expected duration, along with a signed affidavit in a form provided by Contractor stating that no able-bodied person is available on the premises to bring Carts to the curbside.

7. OTHER SERVICES.

7.1 SB 1383 Programs

7.1.1 Procurement of Recovered Organic Waste Products. As of the Effective Date, City is determining its "Recovered Organic Waste Product Procurement Target" (as defined in 14 CCR Section 18982(a)(59)) in accordance with 14 CCR Section 18993.1. Upon determining its Recovered Organic Waste Product Procurement Target, City shall notify Contractor and the Parties shall meet and confer to discuss the type(s) and quantity of "Recovered Organic Waste Products" (as defined in 14 CCR Section 18982(a)(60)) that Contractor may procure for City and Contractor shall be entitled to a rate adjustment in accordance with Section 19.5.2 of the Agreement to compensate Contractor for its costs in procuring the Recovered Organic Waste Products. Contractor and City shall meet and confer in good faith to discuss and develop a procurement agreement to assist the City in complying with its procurement obligations under 14 CCR §18993.1 at no cost to Contractor or City.

7.1.2 Compliance Reviews. Subject to Applicable Law governing data security and privacy rights, Contractor shall, upon City's request, assist City with its annual compliance review of Commercial and Industrial Accounts as set forth in 14 CCR Section 18995.1(a)(1)(A). Any such compliance review shall mean a "desk" review of records Contractor is required to maintain under this Agreement to determine the Account's compliance with 14 CCR Section 18984.9(a). Notwithstanding the foregoing, Contractor shall not have any obligation to inspect the premises of any Account or pursue any enforcement action related to, or arising out of, 14 CCR Sections 18995.1, 18995.3, and 18995.4, which remain the sole obligations of City pursuant to applicable law. Contractor is not required to perform any such "desk" review with respect to

Food Recovery Organizations, Food Recovery Services and other similar entities regulated by 14 CCR Division 7, Chapter 12.

7.1.3 SB 1383 Waiver Support. Upon request by the City, Contractor shall assist the City to verify or re-verify Customer requests for SB 1383 de minimis or space constraint waivers by performing a compliance review in accordance with Section 7.1.2.

7.1.4 Edible Food Recovery Support. Contractor shall assist the City with developing a list of food recovery organizations and food recovery services (as defined in 14 CCR Section 18982(a)(24) and (26), respectively) operating within the City by identifying tier 1 and tier 2 commercial edible food generators (as defined in 14 CCR Section 18982(a)(73) and (74), respectively) in the City. Contractor shall provide such list of tier 1 and tier 2 commercial edible food generators to City upon request.

7.1.5 Contamination Monitoring. Contractor shall meet Container contamination minimization requirements in accordance with this Section 7.1.5 and 14 CCR Section 18984.5. Contractor agrees to utilize the following procedures to assist in minimizing Container contamination. Nothing in this Section shall require Contractor to collect a Container containing an observable amount of Excluded Waste that Contractor identifies while performing the services contemplated under this Agreement under any circumstances. Further, Contractor shall not be required to collect or process any Organic Waste or Recyclable Materials that are not accepted for processing by any facility to which Contractor delivers such materials for processing under this Agreement.

7.1.5.1 Fee and Noticing Procedures for Residential Accounts. Contractor may use electronic, digital, or visual image technology to visualize the contents of Recyclable Materials Containers, Organic Waste Containers, and Solid Waste Containers to identify the presence of Prohibited Container Contaminants. Upon identifying Prohibited Container Contaminants in a Container, Contractor shall follow these contamination noticing procedures for Residential Accounts:

- First and Second Occurrence. For the first and second occurrence within a rolling twelve (12) month period of Contamination, Contractor may collect the contaminated Container and shall deliver to the Account a written contamination violation notice that contains instructions on the proper procedures for sorting of Recyclable Materials, Organic Waste, and Solid Waste and notify the Account that for third and subsequent incidents of contamination the Account may be charged a contamination fee for the contaminated Container and Contractor may increase the Account's Container size or collection frequency. Contractor shall provide such written notice to the Account by U.S. mail or e-mail, and send a copy to City.
- Third or Subsequent Occurrence. For the third or subsequent occurrence within a rolling twelve (12) month period of Contamination, Contractor may collect the Contaminated Container and shall charge the Account a Contamination fee in the amount set forth in Exhibit 1. Contractor shall provide a written contamination

violation notice to the Account by U.S. mail or e-mail notifying the Account of such contamination. Contractor may also increase the Container size or collection frequency and charge the Account the appropriate rate(s) set forth on Exhibit 1. City shall consult with Contractor and City may pursue appropriate legal action against the offending Account to prevent or address the contamination, and such separate legal action shall be in addition to any contamination fee or other remedy authorized in this Agreement against the Account.

7.1.5.2 Fee and Noticing Procedures for Commercial and Industrial Accounts. Contractor may use electronic, digital, or visual image technology to visualize the contents of Recyclable Materials Containers, Organic Waste Containers, and Solid Waste Containers to identify the presence of Prohibited Container Contaminants. For each occurrence of Contamination, Contractor shall charge a Contamination fee in an amount set forth in Exhibit 1 and shall deliver to the Account a written contamination violation notice that contains instructions on the proper procedures for sorting of Recyclable Materials, Organic Waste, and Solid Waste. Contractor shall deliver such notice to the Account by U.S. mail or e-mail, and send a copy to City. For repeated instances of Contamination, Contractor may also increase the Container size or collection frequency and charge the Account the appropriate rate(s) set forth on Exhibit 1. City shall consult with Contractor and City may pursue appropriate legal action against the offending Account to prevent or address the contamination, and such separate legal action shall be in addition to any contamination fee or other remedy authorized in this Agreement against the Account.

7.1.6 Route Reviews. Contractor shall conduct a sufficient number of route reviews to adequately determine overall compliance of all Accounts with 14 CCR Section 18984.5(b). The number of route reviews and timeframe of such reviews shall be decided by Contractor, provided that the route reviews comply with 14 CCR Section 18984.5(b). The City has approved Contractor's use of its Smart TruckSM system, including contamination monitoring via digital/video monitoring and the use of the internet to conduct such route reviews.

7.2 Annual Clean-Ups. Each year during the term of the Agreement, Contractor shall provide two (2) community clean-up events for residents of the City at a time and place as the Parties may reasonably agree. Each event shall be for a period of four (4) hours and Contractor shall provide Roll-Offs and service such Roll-Offs at no cost to the City. City shall provide staff and/or volunteers to manage entry and exit of residents from the events. Residents may bring a single load of up to two (2) cubic yards total of Solid Waste or E-Waste per event using their personal vehicle, and Contractor shall not charge a fee to any resident for such waste disposal. Residents shall provide proof of residency and any other documents, information, or identification reasonably requested by Contractor as proof of current residency in the City and provide such documentation to City staff prior to entry to an event.

7.3 City Events. Contractor shall provide collection service and Containers in sufficient numbers to serve up to six (6) City-sponsored events each year, at no cost to the City. Contractor shall provide Solid Waste, Recyclable Material, and Organic Waste Containers, as

well as portable toilet service, for use at such events. Contractor shall provide the level and frequency of service for such events as detailed in Exhibit 3

7.4 City Approved Events. Contractor shall provide Solid Waste, Recyclable Material, and Organic Waste collection service and portable toilet service for no more than four (4) City-approved events each year as agreed upon by the Parties at a 50% discounted rate(s) from the applicable rate set forth in Exhibit 1.

7.5 Abandoned Waste. Upon request of the City, for up to eight (8) hours per month at no cost to the City, Contractor shall assist City with the retrieval of abandoned Bulky Items (except any appliances including freone), Green Waste, or other non-hazardous waste material as reasonably determined by Contractor. Abandoned vehicles, large items that do not qualify as Bulky Items, Excluded Waste, and other wastes requiring special handling by Contractor are exempt from the retrieval requirements in this Section. Contractor may provide additional abandoned waste services in accordance with this Section in excess of eight (8) hours per calendar year for a fee to be determined in writing by agreement of the parties.

8. CITY FACILITIES.

8.1 Contractor shall provide Discarded Material collection service to all City facilities at the level and frequency detailed in Exhibit 3 at no cost to the City. City personnel may deliver Green Waste collected through City operations at Contractor's Transfer Station at no cost to City.

8.2 Contractor shall provide up to two (2) Roll-Offs at a location determined by the City to collect Discarded Materials collected and disposed of by the City's Public Works Department. Contractor shall service these Roll-Offs as needed.

9. CUSTOMER SERVICE.

9.1 Office Hours. Contractor shall maintain a customer service office with assigned personnel accessible by a local phone number to receive Customer requests directed to City. Contractor's office hours shall be from 8:00 a.m. to 5:00 p.m. on Monday- Friday, and 8:00 a.m. to 12:00 p.m. on Saturdays.

9.2 Emergency Telephone Number. Contractor shall maintain an emergency telephone number, for use by City personnel only, outside office hours identified in Section 9.1. Contractor shall have a representative, or an answering or call-forwarding service to contact such representative, available at the emergency telephone number during all hours other than office hours.

9.3 Service Complaints. All Customer complaints shall be directed or referred to Contractor. During office hours, Contractor shall maintain a complaint service and a telephone answering system. Contractor shall record all complaints, including date, time, complainant's name and address if the complainant is willing to give this information, and date and manner of

resolution of complaint. Contractor shall maintain this information in a computerized daily service complaint log. Any such calls received via Contractor's answering service shall be recorded in the service complaint log the following working day. This service complaint log shall be available for review by the City during Contractor's office hours.

10. EDUCATION AND PUBLIC AWARENESS.

10.1 General. Contractor acknowledges that education and public awareness are essential elements of efforts to achieve requirements under Applicable Law. Accordingly, Contractor shall implement the public education program detailed in Exhibit 4 attached to this Agreement to expand public and Customer awareness concerning the necessity for methods of reducing, reusing, and recycling Discarded Materials.

10.2 Waste Generation/Characterization Studies. Contractor acknowledges that the City may be required periodically to perform waste generation and disposal characterization studies to comply with AB 939 or other waste diversion requirements. Contractor agrees to participate in, and to cooperate with the City and its agents in the preparation of these studies by providing records and data Contractor is required to maintain in accordance with this Agreement at no additional cost to the City.

11. OPERATIONS.

11.1 Collections. Collection of Solid Waste, Organic Waste and Recyclable Material will occur on Monday through Saturday. Residential collection shall not begin prior to 6:00 am. All Containers used for Residential service shall be collected on the same collection service day. Where the normal collection day falls on a holiday, collection service shall be provided on the next business day following the holiday, ending with Saturday of that week. Holidays are New Years Day, Thanksgiving Day, and Christmas Day.

11.2 Vehicles.

11.2.1 General. Contractor must provide collection vehicles sufficient in number and capacity to efficiently perform the services required by this Agreement. Contractor must have available on collection days at least one (1) auxiliary vehicle to respond to any and all complaints and emergencies. All vehicles used to provide service must be registered in the State of California and comply with Applicable Law.

11.2.2 Vehicle Identification. Contractor's name, local telephone number, and a unique vehicle identification number selected by Contractor and approved by the City must be prominently displayed on all vehicles, in letters and numbers no less than three (3) inches high.

11.2.3 Vehicle Maintenance. Contractor must inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles that are not operating properly, or vehicles in such a condition as to be unsafe or excessively noisy, must be removed from service until repaired and operating properly. Contractor must keep accurate records of all vehicle

maintenance, recorded according to date and mileage (or hours of operation), and must make those records available to the City upon request.

11.2.4 Vehicle Operation.

11.2.4.1 Vehicles must be operated in compliance with the California Vehicle Code, and all applicable local ordinances. Contractor may not intentionally load vehicles in excess of limitations on vehicles imposed by state or local weight restrictions.

11.2.4.2 Discarded Materials in vehicles shall be covered at all times except when it is being loaded or unloaded or when a vehicle is moving along the collection route.

11.2.5 Minimization of Spills. Contractor must use due care to prevent Discarded Materials or fluids from leaking or being spilled or scattered during the collection or transportation process. If any Discarded Materials or fluids leak, or are spilled during collection or transportation, Contractor must promptly clean up those materials to the reasonable satisfaction of the City. Each collection vehicle must carry a broom and shovel at all times for this purpose.

11.3 Containers.

11.3.1 Container Ownership. All Containers provided by Contractor under this Agreement shall remain the property of Contractor at all times.

11.3.2 Container Color and Labeling. All new Containers placed in service under this Agreement for Customers shall comply with color and labeling requirements specified in 14 CCR Section 18984.7 and 14 CCR Section 18984.8 respectively. Nothing in this Section shall require Contractor to replace any functional Containers, including Containers purchased and in use in the City prior to the Effective Date, that do not comply with the color requirements of this Section prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first.

11.3.3 Cart Maintenance and Replacement Responsibilities. Contractor is responsible for Cart repair and maintenance, graffiti removal (within three (3) business days) and replacing lost, stolen or damaged Carts within seven (7) business days from receipt of a request at no additional charge to the City or the Account. Contractor may charge the Account a Special Fee for repairing or replacing a Cart if the damage is due to loss, negligence or abuse by the Account. In no event may this charge be greater than Contractor's actual cost for replacement parts or a new Cart, and delivery. Each Customer is entitled to one replacement of the Solid Waste, Recyclable Materials, or Organic Waste Carts during the term of this Agreement, without charge, upon request.

11.3.4 Bin Maintenance and Replacement Responsibilities. Contractor must maintain its Bins in a clean and sound condition. Repairs or graffiti removal requested by an

Account must be completed within five (5) business days of Contractor's receipt of the request at no additional charge to City or the Account. Contractor may charge the Account a Special Fee for repairing or replacing a Bin if the damage is due to loss, negligence or abuse by the Account, or for cleaning a Bin at the Customer's request.

11.3.5 Roll-off Boxes Specifications. Contractor will provide clean roll-off boxes, free from graffiti and equipped with reflectors. Contractor must properly cover all open roll-off boxes during transport to the disposal site.

11.4 Personnel.

11.4.1 Contractor must furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical, and efficient manner. All drivers must be trained and qualified in the operation of vehicles they operate and must possess a valid license of the appropriate class issued by the California Department of Motor Vehicles.

11.4.2 Contractor must establish and enforce an educational program to train Contractor's employees in the identification of Excluded Waste. Contractor's employees must not knowingly place any Excluded Waste in the collection vehicles, nor knowingly dispose of any Excluded Waste at a processing facility or disposal site.

11.4.3 Contractor must train its employees in customer courtesy, prohibit the use of loud or profane language, and instruct collection crews to perform all services and work reasonably quietly. Contractor must use its best efforts to require that all employees present a neat appearance and conduct themselves in a courteous manner.

11.4.4 Contractor may not discriminate in the provision of service or the employment of persons engaged in the performance of this Agreement on account of race, color, religion, sex, age, physical handicap, medical condition, or other basis in violation of any applicable federal or state law.

11.5 Transportation of Discarded Material. Contractor must transport all Discarded Material collected to a permitted transfer station, materials recovery facility, processing facility, or disposal site, as applicable. Contractor shall be responsible for payment of all disposal and processing fees or charges. Contractor will use reasonable efforts to divert Recyclable Material and Organic Waste from landfill disposal. Contractor shall maintain complete, accurate and up-to-date records of the quantities of Discarded Material transported to the transfer station, materials recovery facility, processing facility, or disposal site and must cooperate with the City in any audits or investigations of those quantities by providing records or data Contractor is required to maintain in accordance with this Agreement at no additional cost to the City.

12. REPORTING.

12.1 General. Contractor shall report in writing, to the City each month the total tons of Solid Waste disposed of, total tons of each type of Recyclable Material collected, total tons of Organic Waste collected, and total tons of Construction and Demolition Waste collected and diverted. The monthly report shall be prepared to the best of Contractor's ability, in a format prescribed by the City. City is entitled to review Contractor's reporting records during Contractor's office hours upon reasonable advance notice to Contractor to the extent required to verify performance of Contractor's obligations under this Agreement, including the proper payment of franchise fees.

12.2 SB 1383 Reporting. Within ninety (90) days after the end of each calendar year, Contractor shall provide an annual written report to the City covering the most recently completed calendar year. Such report shall contain the following information:

12.2.1 Contamination Monitoring Report. Contractor's report shall include the following information regarding route reviews conducted by Contractor under this Agreement:

12.2.1.1 Documentation of route reviews conducted pursuant to 14 CCR Section 18984.5(b) and 14 CCR Section 18995.1, including a description of the process for determining the level of contamination and the number of route reviews conducted; and,

12.2.1.2 Documentation of "desk" compliance reviews conducted by Contractor under Section 7.1.2, in accordance with 14 CCR Section 18995.1, and the number of contamination notices, contamination fees issued to Customers, or targeted education materials issued to Customers for Prohibited Container Contaminants, as applicable; and,

12.2.1.3 Copies of all documentation related to route reviews, "desk" compliance reviews, and notices issued to Customers for Contamination; and

12.2.1.4 Documentation of the number of containers where the contents were disposed due to observation of Prohibited Container Contaminants.

12.2.2 Compliance Report. Contractor's report under this Section shall include:

12.2.2.1 The total number of Customers receiving each type of Organic Waste collection services; and,

12.2.2.2 The number of Customers that received information and the type of education and outreach used; and,

12.2.2.3 The number of complaints that were received and reviewed by Contractor under Section 9.3; and,

12.2.2.4 Copies of information provided to Customers related to the SB 1383 regulations, including the date that the information was distributed to Customers and the number of accounts receiving the information, if applicable, in accordance with 14 CCR Section 18985.3.

12.3 Implementation Record. Contractor shall provide information and documentation needed for the City's implementation record related to its performance of this Agreement with respect to waivers and exemptions as required under 14 CCR Section 18984.14 and procurement of recovered organic waste as required under 14 CC Section 18993.2, as applicable.

12.4 Confidential and Proprietary Information. Contractor acknowledges that City is legally obligated to comply with the California Public Records Act ("CPRA"). City acknowledges that Contractor may consider certain records, reports, or information contained therein, which Contractor is required to provide to City under this Agreement, to be of a proprietary or confidential nature or may include intellectual property of Contractor, including, without limitation, any confidential information, copyrighted material, proprietary information, trade secrets or trademark/service mark, as well as any and all such documents or reports containing such information (together, "Contractor's Intellectual Property"). In such instances, Contractor will inform City in writing of which records may contain Contractor's Intellectual Property. At such time as City receives a request for records under the CPRA or Federal Freedom of Information Act or a subpoena or other court order requesting disclosure of the records, City shall notify Contractor of the request, subpoena or order and of City's obligation and intent to provide a response within ten (10) days. Contractor shall within five (5) days either: (i) consent in writing to the disclosure of the records; or (ii) seek and obtain, at Contractor's sole cost and expense, the order of a court of competent jurisdiction staying or enjoining the disclosure of the records. Nothing in this Agreement shall require Contractor to provide any of Contractor's Intellectual Property to any third party under any circumstances. The City agrees to hold all documents and financial statements information delivered or reviewed by City pursuant to this Agreement as confidential and shall not disclose the same unless and to the extent disclosure is required pursuant to Applicable Law, including the CPRA, or court order.

13. INSURANCE. Contractor shall obtain and keep in force during the term of this Agreement, public liability and property damage insurance issued by a company to be approved by the City in an amount of not less than \$5,000,000.00 per occurrence for bodily injury and property damage. Said policy or policies shall: (1) provide that the City, its elected and appointed officials, officers, agents and employees are additional insureds with respect to the subject matter and performance of this Agreement, and (2) provide that the policy or policies shall not be cancelled unless and until after thirty (30) days written notice is given to the City (10-days notice for cancellation due to failure to pay premium). Sufficient Workers' Compensation Insurance, as required by State Law, and Employer's Liability Insurance in an amount of not less than \$1,000,000.00, shall be maintained by Contractor during the term of this Agreement. Contractor shall cause a certificate of insurance to be filed with the City evidencing such coverages.

14. INDEMNIFICATION.

14.1 General Liability. Contractor shall indemnify, defend, and save harmless the City, its elected and appointed officials, its officers, agents and employees (the "Indemnitees"), for

and from any and all loss, liability, claim, demand, action or suit, of any and every kind and description, arising or resulting from or in any way connected with any operations of Contractor in performing the obligations required by this Agreement, or arising or resulting from the failure of Contractor to comply in all respects with the provisions and requirements of this Agreement, or arising or resulting from the failure of Contractor to comply with Applicable Law, except to the extent of the negligence, willful misconduct, or violation of Applicable Law by the Indemnitees. Subject to the scope of this indemnification and upon demand of the City, Contractor shall appear in and defend the City and its officials, officers, employees and agents in any claims or actions, whether judicial, administrative or otherwise arising out of the above. The obligations of Contractor to the Indemnitees which arise under this Section shall not be restricted to any insurance proceeds, and shall survive the expiration or termination of this Agreement. With respect to any indemnity rights under this Agreement, City shall provide Contractor with reasonable notice of any claim, demand, action or suit, of any and every kind and description for which City seeks indemnification under this Agreement. City will provide Contractor with reasonable cooperation in connection with the defense of any claims and may participate in the defense at its own expense.

14.2 CERCLA Liability.

14.2.1 Contractor shall indemnify, defend and hold harmless the Indemnitees for all claims, actual damages, natural resources damages, injuries, costs, response, remediation and removal costs, losses, liabilities, cause of action, interest and expenses (including but not limited to reasonable attorneys' and experts' fees) of any kind whatsoever paid, incurred, or suffered by or against the Indemnitees arising from or attributable to any repair, clean up, removal action or response action undertaken pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (CERCLA), the California Health and Safety Code ("H&S Code") or other similar federal, state or local law or regulations, with respect to Contractor's collection, handling, or transportation of Solid Waste collected by Contractor from accounts pursuant to this Agreement. The indemnity contained in this Section is intended to operate as an agreement of Contractor pursuant to Section 107(e) of CERCLA and the H&S Code Section 25364 to defend, protect, hold harmless and indemnify the Indemnitees. Subject to the scope of this indemnification and upon demand of any of the Indemnitees, Contractor shall appear in and defend the Indemnitees in any claims or actions, whether judicial, administrative or otherwise arising out of the above. The obligations of Contractor to the Indemnitees which arise under this Section shall not be restricted to any insurance proceeds, and shall survive the expiration or termination of this Agreement.

14.2.2 The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Contractor or any affiliate of Contractor. However, the foregoing indemnity shall not apply to the extent any claims arise or result from the negligence, willful misconduct, or violation of Applicable Law by any Indemnitee.

14.3 AB 939 Liability. Subject to the requirements of Public Resources Code §40059.1, Contractor shall indemnify, protect, defend and hold the City harmless against all fines and penalties imposed by administrative order of CalRecycle against the City for failure to meet waste diversion requirements under AB939. The obligation of Contractor to indemnify, protect and defend the City shall include paying all reasonable legal fees and costs incurred by legal counsel designated by the City to represent the City in connection with any such administrative proceedings or litigation by CalRecycle.

14.4 Road Surface Damage. Contractor shall be responsible for any extraordinary damage to City's driving surfaces, whether or not paved, resulting from and directly attributable to the illegally excessive weight of vehicles providing Discarded Material collection or the improper placement and removal of Containers on public or private property, but Contractor shall not be responsible for normal wear and tear.

15. BREACH AND TERMINATION.

15.1 In the event Contractor is in material breach of this Agreement under this Section, City shall provide to Contractor written notice of such material breach and Contractor shall have thirty (30) days after receipt of such written notice to cure any such material breach. In the event that such material breach cannot reasonably be cured within thirty (30) days, Contractor shall not be in breach of this Agreement provided that Contractor implements corrective actions within such thirty (30) day period and thereafter diligently pursues their completion. In the event that Contractor fails to cure, City may terminate this Agreement and Contractor shall have no further rights under or with respect to this Agreement. Such material breaches include:

15.1.1 submitting false or fraudulent information to the City at the time of franchise award or during the term of this Agreement; or

15.1.2 filing for bankruptcy, making an assignment of this Agreement for the benefit of any creditor(s), or the appointment of a receiver or other officer placed in charge of Contractor's office or equipment and Contractor's failure to cause the removal of such appointment within the 30-day cure period after City's written notice to cure, and such material breach is not cured within thirty (30) days after notice in writing by the City to do so.

15.2 Upon written notice from the City terminating this Agreement, Contractor shall have the right, upon written request made within thirty (30) days of such termination notice, to appeal such termination order to the City Council, to be heard at any regular or special Council meeting held within thirty (30) days after City's receipt of Contractor's appeal. The decision of the City Council shall be considered a final administrative order. Contractor may appeal any decision, order or action by the City Council under this Section by filing a legal action with a Court having jurisdictional authority.

16. EXCUSE FROM PERFORMANCE; FORCE MAJEURE.

16.1 If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, severe weather, freezing, earthquakes, other natural disasters, the threat of such natural disasters, pandemics, epidemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint, or other causes, whether of the kind enumerated or otherwise, that are not reasonably within the control of the affected party, then the affected party shall be excused from performance hereunder during the period of such disability.

16.2 The party claiming excuse from performance shall promptly (within 2 business days) notify the other party in writing when it learns of any circumstance beyond its control preventing performance, and promptly (within 2 business days) provide written notice when such circumstance has terminated and performance will resume.

16.3 The interruption or discontinuance of services by a party caused by circumstances outside of its control shall not constitute a default under this Agreement.

17. FAITHFUL PERFORMANCE BOND. Upon execution of this Agreement Contractor shall furnish to City and shall file with the City a surety bond executed by Contractor as principal and by a corporate surety as surety, in the sum of Two Hundred Thousand Dollars (\$200,000), conditioned upon the faithful performance of this Agreement by Contractor.

18. ASSIGNMENT. Contractor's rights and obligations under this Agreement may not be assigned without the prior written approval of the City, except that the City's consent to an assignment to an affiliate of Contractor shall not be required.

19. CUSTOMER BILLING. AND PAYMENT; SERVICE RATES.

19.1 Invoicing. Contractor shall invoice Residential Accounts, Industrial Accounts and Commercial Accounts on a monthly basis in advance for regularly-scheduled service provided under this Agreement, and monthly in arrears for any Special Fees. The initial rates for Residential Service, Industrial Service and Commercial Service are set forth in Exhibit 1. Contractor shall invoice Accounts for temporary services provided, in arrears upon the completion of service.

19.2 Senior Discount. Upon request from the City, Contractor shall grant qualifying senior citizen Customers (age 65 or older) receiving Cart service at Residential Premises a discount from the per month service rates otherwise applicable. The monthly senior discount shall be \$3.00, provided no other Customers or Accounts are charged a higher monthly service fee to account for any lost revenue from the senior discounts. The City and Contractor will cooperate to establish reasonable standards for qualification for this discount.

19.3 Account Delinquency. Contractor shall provide an Account with a notice of delinquency in the event of non-payment after forty-five (45) days from the date of a billing for Residential Accounts receiving Cart service, and after thirty (30) days from the date of a billing for all other Accounts. If payment is not received within thirty (30) days from the date of the notice of delinquency, Contractor may terminate collection service at the delinquent Account until payment in full has been received, including any accrued interest, and reimbursement of any NSF bank charges or other costs of collection. Contractor may charge interest on any delinquent account at the maximum annual rate allowed by law for such time as the bill remains unpaid after its due date, and a late fee of \$3.00 per delinquent billing per Account, which shall be charged as a Special Fee. Contractor will provide the City a list of delinquent accounts upon request.

19.4 Service and Rate Disputes. Any disputes between Contractor and an Account regarding the provision of services, including without limitation the size and location of Containers, frequency of collections, or the amount of any service fees or Special Fees charged by Contractor, shall be referred to the City Manager for determination. Thereafter, either Contractor or the Account may appeal the City Manager's determination to the City Council, whose decision shall be final.

19.5 Rate Adjustments.

19.5.1 Annual Adjustment. Except for an Extraordinary Adjustment requested by Contractor and approved by the City Council in accordance with Section 19.5.2, the rates Contractor charges Accounts may not be adjusted under this Section 19.5.1 during the period beginning on the Effective Date through June 30, 2028, provided that any approval of a rate adjustment may occur during said period but the adjusted rate(s) shall not be effective during said period. Beginning July 1, 2028, and on each July 1 thereafter, the rates shall be adjusted in accordance with the rate adjustment methodology set forth below. Contractor shall submit to the City not less than sixty (60) days prior to the effective date of the proposed adjustment, information in support of the adjustment. The City Manager, or their designee, shall review the information submitted by Contractor for completeness and accuracy, and the parties agree to negotiate in good faith regarding any dispute. Notwithstanding the above, no annual rate adjustment pursuant to this Section 19.5.1 shall exceed four percent (4%) above the rate for the previous year for any rate category or fee except for the rate adjustment on July 1, 2028, which shall not exceed six percent (6%) from the previous year. To the extent that a rate adjustment otherwise allowable is not granted due to this limitation, any excess above four percent (4%) (or in the case of the July 1, 2028 adjustment, any excess above six percent (6%)) shall be rolled over and applied to subsequent annual rate adjustments (provided that no subsequent annual rate adjustment may exceed four percent (4%) or six percent (6%), as applicable). A sample rate adjustment is provided in Exhibit 5.

19.5.1.1 Service Component. The Service Component comprises seventy percent (70%) of the rate. The Service Component shall be adjusted by the percentage increase in Consumer Price Index Garbage and Trash Collection (U.S. City Average; Series ID:

CUUR0000SEHG02, CUUS0000SEHG02; Base Period – December 1983=100) as published by the United States Department of Labor, Bureau of Labor Statistics, not seasonally adjusted, for the March to March period immediately preceding the effective date of rate adjustment.

19.5.1.2 Disposal Component. The Disposal Component comprises thirty percent (30%) of the rate. The Disposal Component shall be adjusted annually based on the percentage increase or decrease in the per ton tipping fee actually charged at the transfer stations, disposal facilities, material recovery facilities, or Organic Waste processing facilities used by Contractor, proportionately to their usage, for the March to March period immediately preceding the effective date of rate adjustment. The per ton tipping fee used for this calculation shall be assumed to include all federal, state, and local taxes, fees, and assessments levied on or applicable to the processing, transportation, or disposal of Discarded Materials.

19.5.2 Extraordinary Adjustment. In addition to the annual rate adjustment provided in Section 19.5.1 and without regard to the limitation on annual adjustments contemplated therein, Contractor may request an adjustment to the rates at other times to provide for the reimbursement of material increased costs of providing service under this Agreement. Material increased costs may include, but are not limited to, changes in service mandated by the City, changes to the City Municipal Code materially affecting Contractor's operations, changes in the cost of disposal or processing of Discarded Materials changes in state or local government fees and charges, a Change in Law, material changes in fuel prices, or other material increases in operational costs outside of Contractor's reasonable control. Material increased costs warranting an extraordinary adjustment under this Section shall not include circumstances within the reasonable control of Contractor. For each request, Contractor must prepare a schedule documenting the material increased costs. The request shall be prepared in a form acceptable to the City with support for all assumptions made by Contractor in preparing the estimate. The City Council shall review Contractor's request and, in its reasonable judgment, make the final determination on the appropriate amount of the adjustment within sixty (60) days of receipt of Contractor's request. Except for a requested extraordinary adjustment based on a City directed change in service as described in Section 2.5.1 or a Change in Law as described in Section 2.5.2, which may not be denied provided Contractor provides sufficient documentation, any request for an extraordinary adjustment is within the sole and absolute discretion of the City Council to approve or deny, in whole or in part.

20. OTHER AGREEMENTS OF THE PARTIES.

20.1 Relationship of Parties. The parties intend that Contractor shall perform the services required by this Agreement as an independent contractor engaged by the City and not as an officer or employee of the City, nor as a partner or joint venturer with the City. No employee or agent of Contractor shall be deemed to be an employee or agent of the City. Except as otherwise expressly provided herein, Contractor shall have exclusive control over the manner and means of conducting the services performed under this Agreement, and over all persons performing those services. Contractor is solely responsible for the acts and omissions

of its officers, employees, subsidiaries, subcontractors, affiliates and agents. Neither Contractor nor its officers, employees, subsidiaries, subcontractors, affiliates and agents will obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits that accrue to City employees by virtue of their employment with the City.

20.2 Compliance with Law. In providing the services required under this Agreement, Contractor must, at its sole cost, comply with all Applicable Law. In connection with this Agreement, the City must, at its sole cost, comply with all Applicable Law.

20.3 Governing Law. This Agreement is governed by, and shall be construed and enforced in accordance with, the laws of the State of California without regard to its conflict of law principles.

20.4 Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights on any persons other than the Parties to this Agreement and their representatives, successors, and permitted assigns.

20.5 Waiver. The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either Party of any moneys that become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other Party of any provision of this Agreement.

20.6 Notice. All notices required or provided for in this Agreement shall be provided to the Parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A Party may change the address to which notice is given by giving notice as provided herein.:

City:

City Manager
City of Fowler
128 South Fifth Street
Fowler, CA 93625

Contractor:

USA Waste of California, Inc.
9081 Tujunga Avenue
Sun Valley, California 91352

With a copy to:

USA Waste of California, Inc.
Attn: Asst. General Counsel
9081 Tujunga Avenue
Sun Valley, California 91352
akhajeto@wm.com

20.7 Entire Agreement. This Agreement, including the exhibits attached hereto and incorporated herein by this reference, constitutes the entire agreement between the Parties with respect to the matters covered. No verbal agreement or understanding with any officer, agent, or employee of the City, either before, during, or after the execution of this Agreement, will affect or modify any of the rights or obligations herein contained.

20.8 Further Assurances; Parties to Act in a Reasonable Manner. Each Party agrees to execute and deliver any instruments and to perform any acts as may be necessary or reasonably requested by the other in order to give full effect to this Agreement. The Parties agree to act reasonably in exercising any action, discretion, judgment, approval or extension of time that may be required to affect the purpose and intent of this Agreement.

20.9 Section Headings. The section headings in this Agreement are for the convenience of reference only and are not intended to be used in construing this Agreement, nor are they intended to alter or affect any of its provisions.

20.10 References to Laws. All references in this Agreement to laws shall be understood to include existing laws as they may be subsequently amended or recodified, unless otherwise specifically provided.

20.11 Interpretation. This Agreement, including the attached exhibits, shall be interpreted and construed reasonably, and neither for nor against either Party, regardless of the degree to which either Party participated in the drafting.

20.12 Amendments. This Agreement may not be amended in any respect except by a writing signed by the Parties.

20.13 Severability. If any provision of this Agreement is for any reason determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, including but not limited to a change in applicable federal, state or local law, the invalidity or unenforceability of that provision will not affect any of the remaining provisions of this Agreement, which provisions will be enforced as if such invalid or unenforceable provision had not been included.

20.14 Non-Waiver Provision. Failure of either party to exercise any of the remedies set forth in this Agreement within the time periods specified will not constitute a waiver of any rights of that party with regard to an event of nonperformance, whether determined to be a breach, excused performance, or unexcused default by the other party.

TO EFFECTUATE THIS AGREEMENT, each of the Parties has caused this Agreement to be executed by its duly authorized representative as of the date set forth below the authorized signature.

[Signatures on Following Page]

USA WASTE OF CALIFORNIA, INC.



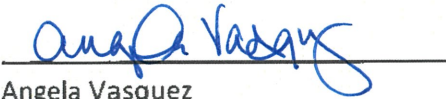
By: Michael Hammer
Title: President-Southern California Area
Date: 11/2/2023

CITY OF FOWLER



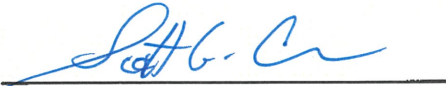
Wilma Tucker
City Manager
Date: 11/7/2023

ATTEST



Angela Vasquez
City Clerk
Date: 11/9/2023

APPROVED AS TO FORM



Scott G. Cross
City Attorney
Date: 11/7/23

**EXHIBIT 1
Initial Rates**

City of Fowler Rate Sheet			
Service Type	Rate as of July 1, 2023		
Standard Service offering - 3 96-gallon carts (trash, recycling, greenwaste)	4.00%	\$35.65	
2010 Senior Discount		\$3.00	
Extra Trash Cart	4.00%	\$13.47	
Extra Green Waste Cart	4.00%	\$9.88	
Extra Pick Up per Cart	4.00%	\$18.23	
Service Level		Monthly Fee	Extra Pick Up Charge per container
1 YD 1X/WK	4.00%	\$90.85	\$54.52
1 YD 2X/WK	4.00%	\$169.19	
1 YD 3X/WK	4.00%	\$247.51	
1 YD 4X/WK	4.00%	\$325.83	
1 YD 5X/WK	4.00%	\$404.18	
1 YD 6X/WK	4.00%	\$482.52	
2 YD 1X/WK	4.00%	\$109.35	\$65.62
2 YD 2X/WK	4.00%	\$208.02	
2 YD 3X/WK	4.00%	\$303.90	
2 YD 4X/WK	4.00%	\$401.19	
2 YD 5X/WK	4.00%	\$498.45	
2 YD 6X/WK	4.00%	\$595.72	
3 YD 1X/WK	4.00%	\$180.86	\$108.52
3 YD 2X/WK	4.00%	\$301.42	
3 YD 3X/WK	4.00%	\$422.07	
3 YD 4X/WK	4.00%	\$542.67	
3 YD 5X/WK	4.00%	\$663.28	
3 YD 6X/WK	4.00%	\$783.88	
4 YD 1X/WK	4.00%	\$217.46	\$130.50
4 YD 2X/WK	4.00%	\$371.14	
4 YD 3X/WK	4.00%	\$519.60	
4 YD 4X/WK	4.00%	\$670.42	
4 YD 5X/WK	4.00%	\$821.29	
4 YD 6X/WK	4.00%	\$972.13	

		Monthly Fee	Extra Pick Up Charge per container
6 YD 1X/WK	4.00%	\$264.63	\$158.78
6 YD 2X/WK	4.00%	\$431.03	
6 YD 3X/WK	4.00%	\$597.34	
6 YD 4 X/WK	4.00%	\$763.64	
6 YD 5X/WK	4.00%	\$929.96	
6 YD 6X/WK	4.00%	\$1,096.28	
Roll-off Haul rate*	4.00%	\$207.58	
Roll-off box rental	4.00%	\$34.53	
Tilt loader rental per month	4.00%	\$64.63	

*In addition, customer pays a 3 ton minimum disposal at a price per ton that equals the WM Jefferson Transfer Station plus City fee.

Commercial Organics Rate		
96 Gallon 1X/WK	4.00%	\$25.03
Resume Fee, Res	4.00%	\$20.02
Resume Fee, FEL	4.00%	\$32.50
Locked Bin Fee FEL	4.00%	\$20.02
Bin Overage Service FEL	4.00%	\$108.59
Bin Overage Service Recycle FEL	4.00%	\$108.52
Bin Customer Reactivation FEL	4.00%	\$32.50
RO Relocation Charge Per	4.00%	\$129.46
Bin Roll-Out Service FEL	4.00%	\$20.02
Bin Setup Charge FEL	4.00%	\$20.02
Bin Trip Charge FEL	4.00%	\$33.36
RO Trip Charge	4.00%	\$129.46
Bin Valet Service FEL	4.00%	\$27.26
Contamination Charge, 1 yd Bin	4.00%	\$54.54
Contamination Charge, 2 yd Bin	4.00%	\$65.64
Contamination Charge, 3 yd Bin	4.00%	\$108.56
Contamination Charge, 4 yd Bin	4.00%	\$130.54
Contamination Charge, 6 yd Bin	4.00%	\$158.83

Commingled Recycling Rates			
		Monthly Fee	Extra Pick Up Charge per container
2 YD 1X/WK	4.00%	\$86.03	\$51.65
2 YD 2X/WK	4.00%	\$160.20	
2 YD 3X/WK	4.00%	\$234.31	
2 YD 4X/WK	4.00%	\$308.43	
2 YD 5X/WK	4.00%	\$382.58	
2 YD 6X/WK	4.00%	\$456.72	
3 YD 1X/WK	4.00%	\$98.00	\$58.80
3 YD 2X/WK	4.00%	\$179.23	
3 YD 3X/WK	4.00%	\$260.48	
3 YD 4X/WK	4.00%	\$341.70	
3 YD 5X/WK	4.00%	\$422.96	
3 YD 6X/WK	4.00%	\$504.20	
4 YD 1X/WK	4.00%	\$107.10	\$64.27
4 YD 2X/WK	4.00%	\$195.41	
4 YD 3X/WK	4.00%	\$283.73	
4 YD 4X/WK	4.00%	\$372.04	
4 YD 5X/WK	4.00%	\$460.38	
4 YD 6X/WK	4.00%	\$548.66	
6 YD 1X/WK	4.00%	\$115.45	69.28
6 YD 2X/WK	4.00%	\$213.19	
6 YD 3X/WK	4.00%	\$310.95	
6 YD 4X/WK	4.00%	\$408.72	
6 YD 5X/WK	4.00%	\$506.49	
6 YD 6X/WK	4.00%	\$604.29	
96 Gallon 1X/WK	4.00%	\$17.42	
96 Gallon 2X/WK	4.00%	\$33.10	
96 Gallon 3X/WK	4.00%	\$48.80	
96 Gallon 4X/WK	4.00%	\$64.45	
96 Gallon 5X/WK	4.00%	\$80.19	

EXHIBIT 2
Recyclable Materials

Due to fluctuating Recyclables commodity markets, City and Contractor mutually agree that additional materials may be added or removed to the Recyclables Materials Collection program during the term of the Agreement without a formal amendment to this Agreement to reflect the Recyclable Materials that may be accepted by the appropriate Approved Facilities.

RECYCLABLES must be dry, loose (not bagged) and include the following:

Aluminum Cans – empty	Printing and Writing Paper
Plastics with the symbols #1 through #7 – empty	Uncoated paperboard (ex. Cereal boxes, food and snack boxes)
Scrap Metal including steel and tin cans – empty	Uncoated printing, writing and office paper
Glass food and beverage containers – brown, clear or green – empty	Old corrugated containers/cardboard – uncoated
Paper Products – clean, dry, - excluding food soiled paper	Magazines, glossy inserts and pamphlets

COMMON EXAMPLES OF RECYCLABLE MATERIALS BY COMMODITY

Paper	Cardboard	Glass	Plastic	Metal
• Office Paper	• Cardboard Boxes	• Juice Bottles	• Water Bottles	• Soda and Beer Cans
• Copy Paper	• Cereal Boxes	• Beer Bottles	• Soda Bottles	• Fruit and Vegetable Cans
• Junk Mail	• Tissue Boxes	• Wine Bottles	• Milk Jugs	• Soup and Sauce Cans
• Telephone Books	• Soda/Beer Cartons	• Liquor Bottles	• Condiment and Food Bottles	• Pet Food Cans
• Catalogs	• Egg Cartons	• Salad Dressing Bottles	• Cooking Oil Bottles	
• Computer Paper	• Paper Bags	• Condiment and Food Jars	• Laundry Detergent Bottles	
• Envelopes	• Gift Boxes		• Shampoo and Lotion Bottles	
• Brochures				
• Crayon Drawings				
• Wrapping Paper				

**EXHIBIT 3
City Facilities and Events**

City Facilities

City Facility	Location	Frequency	Level of Service
PANZAK PARK	306 E Tuolumne	Weekly	1x 6y MSW
			1x 3y RCY
FOWLER CITY HALL / PD	128 S 5th	Weekly	1x 2y MSW
			1x 3y RCY
SENIOR CITIZEN CENTER	108 N 3rd	Weekly	1x 1y MSW
			1x 96g RCY
CITY YARD	225 S 5th	Weekly	1x 3y MSW
			1x 3y RCY
DONNY WRIGHT PARK	630 W Fresno	Weekly	3x 96g MSW
			3x 96g RCY
FOWLER FIRE DEPARTMENT	221 E Main	Weekly	1x 3y MSW
			1x 3y RCY
CITY YARD - ROLL OFF	225 S 5th	On-Call	1x 25y MSW
			1x 25y GW

As the City establishes new locations that require additional services this list may be amended to meet those needs.

City Events

City Facility	Location	Date/ Freq.	Level of Service
Fowler Spring Fest	Panzak Park	March	1x ADA POL + Hand Wash
			1x Regular POL + Hand Wash
			1x 3yd MSW
4th of July Celebration	FHS Stadium	July	20x 96g MSW carts
			20 96g RCY carts
Farmers Market	Panzak Park	August thru October, <i>Weekly</i>	15x 96g MSW carts
Fowler Fall Festival	Downtown Fowler / Panzak Park	October	4 Regular POL + 2 Hand Wash
			2x ADA POL
			15x 96g MSW Carts
			15x 96g RCY Carts
Fowler Jr. High Band Review	Downtown Fowler / FMS	October	4 Regular POL + 2 Hand Wash
			2x ADA POL
			15x 96g MSW Carts
			15x 96g RCY Carts
Christmas Tree Lighging	Downtown Fowler	December	1x ADA POL + Hand Wash
			1x Regular POL + Hand Wash
			10x 96g MSW Carts
			10x 96g RCY Carts

EXHIBIT 4
Public Education Program

Commercial Outreach

WM's Recycling Coach will commit to 75 site visits to Fowler's key commercial generators annually. Each visit will include:

- Documentation of the visit in accordance with SB1383
- A waste analysis to understand disposal patterns and trends
- An update on recycling programs and best practices
- Access to waivers and how to apply for one if eligible
- Offer a consultative approach to full compliance with SB 1383
- Refer non-compliant entities to the City for assistance in enforcement or facilitation of waivers

Multi-Family Outreach

WM's Recycling Coach will commit to 12 site visits to Fowler's multi-family communities annually. Each visit will include:

- Documentation of the visit in accordance with SB1383
- A waste analysis to understand disposal patterns and trends for these communities
- An update on recycling programs and best practices
- Offer a consultative approach to full compliance with SB 1383
- Provide opportunities for these communities to host educational events to help tenants understand proper recycling practices in their individual homes

Residential Outreach

WM will support the City at community events by providing informational booths and resources to help residents better understand proper recycling practices at home. An emphasis for these interactions will focus on how to successfully divert food scraps from going into their trash, how to access special services such as the WM Sharps Disposal Kits and help publicize key offerings such as community clean-ups.

Technical Assistance: will be provided to any customer who requests this service and/or upon request during regular site visits

- Direct learning opportunity on how to properly recycle and use organics services
- Assist with training staff/residents on the proper use of recycling and organics services
- Provide signage and other collateral to help identify the proper way to recycle and capture organic waste.

**Exhibit 5
Sample Rate Adjustment**

Step 1: Change in Service Component

Calculate the March to March percentage change in Garbage and Trash CPI-U

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185
2023	570.412	575.697	576.773									

	March
New	576.773
Prior	540.719
Change	36.054
% Change	6.67%

Month over Month Change

Step 2: Change in Disposal Component

Calculate Current Measurement Period vs Prior Measurement Period percentage change in Diversion and Disposal cost per ton. Tonnage from Fowler Contract tonnage reports.

	Base Tipping Fee		C = A - B	D = ABS(B) Absolute Value of Old Rate	E = C/D Percent Chg	F Tons	G = ABS(B X F) ABS Value of Old Rate X Tons	H = G/Total G % of ABS Value	I = E X H Weighted % Change
	Mar 2023	Mar 2022							
	A	B							
MSW - FT	\$ 73.43	\$ 69.65	\$ 3.78	\$ 69.65	5.43%	6,082.97	423,678.86	78.60%	4.27%
MSW - FT Mined	\$ 103.43	\$ 89.65	\$ 13.78	\$ 89.65	15.37%	162.15	14,536.75	2.70%	0.41%
Recycling - IWS	\$ 50.00	\$ 40.00	\$ 10.00	\$ 40.00	25.00%	556.00	22,240.00	4.13%	1.03%
OCC - Barrios	\$ (30.00)	\$ (80.00)	\$ 50.00	\$ 80.00	62.50%	25.26	2,020.80	0.37%	0.23%
GW - FT	\$ 49.53	\$ 39.51	\$ 10.02	\$ 39.51	25.36%	1,238.68	48,940.25	9.08%	2.30%
Wood - FT	\$ 34.47	\$ 32.70	\$ 1.77	\$ 32.70	5.41%	-	-	0.00%	0.00%
C&D - FT	\$ 63.21	\$ 59.95	\$ 3.26	\$ 59.95	5.44%	461.05	27,639.95	5.13%	0.28%
Clean Concrete - FT	\$ 29.28	\$ 27.14	\$ 2.14	\$ 27.14	7.89%	-	-	0.00%	0.00%
Total						8,526.11	539,056.60	100.00%	8.53%

Step 3: Summing the weighted Service and Disposal Component percentage changes to the rate adjustment percentage.

Rate Component Annual Change Assumptions (example):

CPI- Service Component		6.67%
Change in disposal rate March 2022 thru March 2023		8.53%

Rate Component	Adjustment due to change in indices/change in disposal fees	Relative Weight of Rate	Weighted Rate Adjustment Percentage
Service Component*	6.67%	70%	4.67%
Disposal Component	8.53%	30%	2.56%
Subtotal		100%	7.23%
Add Prior Years Carryover			0.00%
Potential Total			7.23%