

**Amendment No. 1
to Amended and Restated Agreement for Collection Services
by and between the City of Antioch and
Allied Waste Systems, Inc. dba Republic Services of Contra Costa County**

This Amendment No. 1 to the Amended and Restated Agreement for Collection Services by and between the City of Antioch and Allied Waste Systems, Inc. dba Republic Services of Contra Costa County (“Amendment No. 1”) is entered into by and between the CITY OF ANTIOCH, a California municipal corporation (“City”) and ALLIED WASTE SYSTEMS, INC., a Delaware corporation (“Contractor”) effective as of March 1, 2023.

RECITALS

WHEREAS, Article XI, Section 7 of the California Constitution authorizes cities to protect public health and safety by taking measures in furtherance of their authority over police and sanitary matters; and

WHEREAS, California Public Resources Code Section 40059 provides that aspects of solid waste handling of local concern include, but are not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and the nature, location and extent of providing solid waste services, and whether the services are to be provided by franchise, contract, license or otherwise; and

WHEREAS, City and Contractor entered into that certain Amended and Restated Agreement for Collection Services dated March 25, 2010 (“Agreement”) whereby Contractor agreed to provide solid waste handling services to the City; and

WHEREAS, Senate Bill 1383, the Short-lived Climate Pollutant Reduction Act of 2016 (“SB 1383”) and the SB 1383 regulations adopted by CalRecycle in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR (“SB 1383 Regulations”) require the City to implement mandatory organic waste reduction programs within the City effective January 1, 2022 and to implement the SB 1383 Regulations; and

WHEREAS, the current term of the Agreement is from March 10, 2010, through and including July 31, 2025; and

WHEREAS, the City and Contractor desire to extend the term of the Agreement through and including December 31, 2028.

NOW, THEREFORE, the City and Contractor agree as follows:

[Continued on following page]

Amendment No. 1

SECTION 1. Section 1.01. Definitions, is hereby amended to add or replace the following definitions:

CCR means the State of California Code of Regulations. CCR references are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

CalRecycle means the California Department of Resources Recycling and Recovery.

Compost means product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility or as stated in 14 CCR Section 17896.2(a)(4).

Compostable means materials that can be broken down or decomposed under specific natural conditions or a human-driven Compost process, to create Compost.

Container means a cart, can, commercial bin, debris box, or stationary compactor intended for the purpose of depositing waste for disposal, except construction and demolition debris and bulky items, or Recyclable Materials and Organic Waste for diversion. Containers may be provided by City or Contractor, or for manual collection as may be required to be provided by the property owner or occupant generating Solid Waste.

Container Contamination or **Contaminated Container** means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

Hauler Route means the designated itinerary or sequence of stops for each segment of the City’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

Multi-Family Residential Dwelling or **MFD**. Premises used for residential purposes with five (5) or more dwelling units, including condominium projects, duplexes, townhouse projects, apartment houses, or mobile home parks, irrespective of whether residence therein is transient, temporary, or permanent which receive collection services from centralized locations. MFD premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

Notice of Violation or **NOV** means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

Organic Waste or **Organics** means waste containing material originated from living organisms and their metabolic waste products, and includes, but is not limited to, food, Green waste material, landscape and pruning waste, lumber, wood, paper products,

printing and writing paper, manure, biosolids, digestate, and sludges as otherwise defined in 14 CCR Section 18982(a)(46). **Biosolids** and **digestate** are as defined by 14 CCR Section 18982(a). Organic Waste does not include Compostable plastics.

Organic Waste Container or **Organics Container** means a Container used for the purpose of storage and collection of Source Separated Organic Waste.

Organic Waste Generator means the Person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

Prohibited container contaminants means materials placed in the incorrect container for resource recovery, including the following: (i) discarded materials placed in the Recycling Container that are not identified as acceptable Source Separated Recyclable Materials for the City's Recycling Container; (ii) discarded materials placed in the Organics Container that are not identified as acceptable Source Separated Organics Container Organic Waste for the City's Organics Container; (iii) discarded materials placed in the Trash Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Organics Container Organic Wastes to be placed in City's Recycling Container and/or Organics Container; and, (iv) Excluded Waste placed in any Container.

Recycling Container has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.

Route Review means a visual inspection of Containers along a Hauler Route for the purpose of determining Container Contamination and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

SB 1383 means Senate Bill 1383 (Chapter 395, Statutes of 2016). References to SB 1383 herein shall also include the SB 1383 Regulations.

SB 1383 Regulations means the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

Single-Family means of, from, or pertaining to any residential premises with fewer than five (5) units.

Source Separated means materials, including commingled Recyclable Materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for resource recovery or as otherwise defined in 14 CCR Section 17402.5(b)(4). **Source Separated** shall include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different Containers for the purpose of collection such that Source Separated materials

are separated from materials placed in the Trash Container or other Solid Waste for the purposes of collection and processing.

Trash means Solid Waste placed in the designated container for disposal to landfill.

Trash Container means a Container used for the purpose of storage and collection of Trash.

SECTION 2. Section 3.01, Term, is hereby amended to read as follows:

“3.01 Term. The term of this Agreement (“Term”) shall terminate on December 31, 2028, subject to section 3.02 below.”

SECTION 3. Section 3.02, Additional Services, is amended to replace the last paragraph with the following paragraph:

Contractor shall provide programs and services as set forth in this Agreement and Exhibit A to assist City in meeting the requirements of SB 1383. Such programs and services include customer education and outreach, SB 1383 Container requirements, modified collection services, Organics Waste processing, residential and commercial route audits and compliance monitoring for Container Contamination, enhanced compost giveaway programs, and SB 1383 compliance tracking and reporting.

SECTION 4. Exhibit A to the Agreement is hereby deleted and replaced in its entirety with Exhibit A to this Amendment No. 1, which shall be incorporated as a new Exhibit A of the Agreement (“Service Specifications: Description of Collection, Recycling and Education Services and Programs”).

SECTION 5. Section 4.17, Very Low-Income Senior Discount, is added to Article 4 of the Agreement to read:

“4.17 Very Low-Income Senior Discount

Contractor shall provide a very low-income senior discount at no cost to the City or to customers as described in this section. The discount shall be available for Antioch residents who meet the following criteria:

- The resident is the sole user (except for legal dependents) of the Solid Waste collection services;
- The resident is 62 years of age or older or disabled as established by the Social Security Administration Supplemental Income Program; and have a total annual household income no more than the very low income limits category for one person as established by the U.S. Department of Housing and Urban Development Program.

Contractor shall require proof of age and household income with the applications for the very low-income senior discount, and review and approve/deny applications. Contractor shall provide a discounted rate to qualifying customers as set forth in Exhibit B.”

SECTION 6. Section 5.06, Adjustments to Service Rates, is amended to read as follows:

“5.06 Adjustments to Service Rates

- a. One-Time Adjustment. Separate from, and in addition to, the annual adjustment set forth in subdivision (b), below, the maximum service rates are increased pursuant to a one-time adjustment, as described below and set forth in Exhibit B to this Amendment No. A.
 - i. Effective July 1, 2023, the maximum residential service rates are increased in an amount equal to seven and six tenths percent (7.6%); and
 - ii. Effective July 1, 2023, the maximum commercial and industrial service rates are increased in an amount equal to seven and seven tenths percent (7.7%); and
 - iii. Effective July 1, 2024, the maximum residential service rates are increased in an amount equal to seven and six tenths percent (7.6%).
- b. Annual Adjustment. Beginning on July 1, 2024 , and annually thereafter, the maximum commercial and industrial service rates set forth in Exhibit B to this Agreement shall be automatically adjusted as provided in this section, except in no event shall an increase authorized by this section exceed five percent (5%). Beginning on July 1, 2025 , and annually thereafter, the maximum residential service rates set forth in Exhibit B to this Agreement shall be automatically adjusted as provided in this section, except in no event shall an increase authorized by this section exceed five percent (5%). Contractor shall notify City of its intention to increase any rates by May 15 of each year. Any increase shall be effective July 1.
 - i. The maximum residential service rates shall be increased in an amount equal to two percent (2%) or one hundred percent (100%) of the unadjusted 12-month percent change in the water and sewer and trash collection services expenditure category of the Consumer Price Index for All Urban Consumers (CUSR0000SEHG) (CPI), whichever is greater.
 - ii. The maximum commercial, industrial, and multi-family regulated rates shall be increased in an amount equal to two percent (2%) or one hundred (100%) percent of the CPI, whichever is greater.”

SECTION 7. Exhibit B to the Agreement is hereby deleted and replaced in its entirety with Exhibit B to this Amendment No. 1, which shall be incorporated as a new Exhibit B of the Agreement (“Schedule of Maximum Rates”).

SECTION 8. Exhibit C to the Agreement is hereby deleted in its entirety and all references to “Exhibit C” in the Agreement are hereby deemed to refer to “Exhibit B.”

SECTION 9. Section 7.11, SB 1383 Residential Services, is added to the Agreement as follows:

“7.11 SB 1383 Single-Family Residential Services

- a. Containers. Contractor shall provide SB 1383-compliant three (3) container Residential collection services as follows:
 - i. Contractor shall provide customers an Organics Container with a green body or lid for Organic Waste, a Recycling Container with a blue body or lid for Recyclable Materials, and a Trash Container with a gray or black body or lid for Trash.
 - ii. All Containers must meet SB 1383 color requirements in accordance with 14 CCR Section 18984.7 by January 1, 2036 and must meet Container labeling requirements in 14 CCR Section 18984.8. Effective January 1, 2022, all Residential customers shall continue to use their existing Containers, unless replaced in accordance with this section. Replacement of Residential containers shall be made from Contractor’s stock of existing Containers purchased prior to January 1, 2022, until such time as the Contractor’s existing inventory of such Containers is exhausted. New or replacement Containers requested will be provided with SB 1383-compliant Container body or lid colors. New Containers purchased by Contractor after January 1, 2022, are required to meet SB 1383 container body or lid colorization (Gray/Black, Blue and Green) and labelling requirements. New Containers purchased after January 1, 2022, will include SB 1383-compliant graphic-based labels identifying the acceptable materials permitted within each Source Separated Container.
 - iii. Beginning July 1, 2023, Contractor shall supply Organics Containers to Residential customers.
- b. Kitchen Pails. Contractor shall purchase and deliver to the customer at no cost kitchen pails for use in customer’s residence, to separate food scraps from household kitchen garbage and facilitate placement of the food scraps into the Organics Container for Composting.
- c. Outreach. Contractor will implement enhanced education and outreach efforts to Residential customers regarding SB 1383 required programs as specified in Exhibit A at least annually. Contractor and City shall develop educational materials in accordance with 14 CCR Section 18985.1 and

which will explain program changes and new program implementation. Education and outreach materials will include information in accordance with 14 CCR Section 18985.1, including, but not limited to, how to properly separate materials in appropriate Containers, properly handle food waste, prevent Organic waste generation and encourage community composting. An outreach package about the SB 1383 programs will be sent to all Residential customers.

- d. SB 1383 Contamination Monitoring. Contractor shall, at its sole expense, conduct annual route reviews each calendar year for Prohibited Container Contaminants in Residential Containers in a manner that is deemed safe by the Contractor, is approved by the City, and is conducted in a manner that results in all routes being reviewed annually pursuant to 14 CCR Section 18984.5.
- i. Visual Inspection; Documentation. Contractor shall visually inspect the contents of a reasonably representative number of Containers, as directed and approved by City. Contractor shall document Contamination with still pictures or video.
- ii. Route Review Methodology. Contractor shall develop a route review methodology that complies with the requirements of 14 CCR Section 18984.5(b). Contractor shall submit its proposed route review methodology for the coming year to the City no later than January 15 of each year describing its proposed methodology for the calendar year and schedule for performance of each route's annual review. Contractor's proposed route review methodology shall include its plan for Container inspections and shall also include its plan for prioritizing the inspection of customers that are more likely to be out of compliance. City shall review, comment on, and approve the proposed methodology. Contractor may commence with the proposed methodology upon approval.
- iii. Recordkeeping. Contractor shall perform the recordkeeping requirements for Container minimization in 14 CCR Section 18984.6.
- iv. Disposal. Contractor may, at its discretion Collect the Container as Recyclable Materials, Organics, or Trash.
- v. Compliance Auditor. Contractor will have one full-time residential Compliance Auditor dedicated to residential waste diversion programs in Antioch, compliance with the SB 1383 Regulations, Contamination monitoring, and enhanced outreach. The residential Compliance Auditor will conduct route reviews as part of the contamination minimization program and contamination monitoring requirements. The residential Compliance Auditor will identify Contaminated Containers and notify the Customer by use of Container Contamination tags affixed to the Container.

- e. Notification to Customers: Contractor will notify the customer of the Contamination by following the applicable procedures specified in 14 CCR Section 18984.5 and affixing a Container Contamination tag to the Container. Container tags will be issued to inform Customers of proper material separation requirements and Contamination fees and charges.
- f. Contamination Fee: A Contamination Fee will be charged to Customers with contaminated Containers identified through routine periodic Contamination monitoring in accordance with the requirements in Exhibit A. Contractor may issue one warning without charging a Contamination fee per Customer within a period of time mutually agreed upon by the parties.”

SECTION 10. Article 8, Multiple Family Dwelling Services, is amended to add a new section 8.07, SB 1383 Collection Services, as follows:

“8.07 SB 1383 Collection Services

- a. Containers. Contractor shall provide SB 1383-compliant three (3) container MFD Services collection services as follows:
 - i. Contractor shall provide MFD customers an Organics Container with a green body or lid for Organic Waste, a Recycling Container with a blue body or lid for Recyclable Materials, and a Trash Container with a Gray or Black body or lid for Trash.
 - ii. All Containers must meet SB 1383 color requirements in accordance with 14 CCR Section 18984.7 by January 1, 2036 and must meet Container labeling requirements in 14 CCR Section 18984.8. Effective January 1, 2022, all MFD customers shall continue to use their existing Containers unless replaced in accordance with this section. Replacement of MFD Containers shall be made from Contractor’s stock of existing containers that comply with color requirements purchased prior to January 1, 2022, until such time as the Contractor’s existing inventory of such Containers is exhausted. New or replacement Containers requested will be provided with SB 1383-compliant Container body or lid colors. New Containers purchased by Contractor after January 1, 2022, are required to meet SB 1383 Container or lid colorization (Gray/Black, Blue and Green) and labelling requirements. New Containers purchased after January 1, 2022, will include SB 1383-compliant graphic-based labels identifying the acceptable materials permitted within each Source Separated Container.
 - iii. Beginning September 1, 2023, Contractor shall roll out Organics collection programs to all MFD customers and shall by July 1, 2024, supply Organics Containers to all MFD customers unless the customer is otherwise exempt from subscribing to Organic Waste collection services.

- b. Outreach. Contractor will implement enhanced education and outreach efforts to MFD customers regarding SB 1383 required programs as specified in Exhibit A. Contractor and City shall develop educational materials in accordance with 14 CCR Section 18985.1 and which will explain program changes and new program implementation. Education and outreach materials will include information in accordance with 14 CCR Section 18985.1, including, but not limited to, how to properly separate materials in appropriate Containers, properly handle food waste, prevent Organic Waste generation and encourage community composting. An outreach package about SB 1383 programs will be sent to all MFD customers.
- c. SB 1383 Contamination Monitoring. Contractor shall, at its sole expense, conduct annual route reviews each calendar year for Prohibited Container Contaminants in MFD Containers in a manner that is deemed safe by the Contractor, is approved by the City, and is conducted in a manner that results in all routes being reviewed annually pursuant to 14 CCR Section 18984.5.
- i. Visual Inspection; Documentation. Contractor shall visually inspect the contents of a reasonably representative number of Containers, as directed and approved by City. Contractor shall document Contamination with still pictures or video.
- ii. Route Review Methodology. Contractor shall develop a route review methodology that complies with the requirements of 14 CCR Section 18984.5(b). Contractor shall submit its proposed route review methodology for the coming year to the City no later than January 15 of each year describing its proposed methodology for the calendar year and schedule for performance of each route's annual review. Contractor's proposed route review methodology shall include its plan for Container inspections and shall also include its plan for prioritizing the inspection of customers that are more likely to be out of compliance. City shall review, comment on, and approve the proposed methodology. Contractor may commence with the proposed methodology upon approval.
- iii. Recordkeeping. Contractor shall perform the recordkeeping requirements for Container minimization in 14 CCR Section 18984.6.
- iv. Disposal. Contractor may, at its discretion Collect the Container as Recyclable Materials, Organics, or Trash.
- v. Notification to Customers. Contractor will notify the MFD customer of the Contamination by following the applicable procedures specified in 14 CCR Section 18984.5 and affixing a Container Contamination tag to the Container. Container tags will be issued to inform Customers of

proper material separation requirements and Contamination fees and charges.

- vi. Contamination Fee. A Contamination Fee will be charged to Customers with contaminated Containers identified through routine periodic Contamination monitoring in accordance with the requirements in Exhibit A. Contractor may issue one warning without charging a Contamination fee per Customer within a period of time mutually agreed upon by the parties.”

SECTION 11. Article 9, Commercial and Industrial Collection Services, is amended to add a new section 9.05, SB 1383 Collection Services, as follows:

“9.05 SB 1383 Collection Services

- a. Containers. Contractor shall provide SB 1383 compliant three (3) Container Commercial and Industrial Collection Services as follows:
 - i. Contractor shall provide customers an Organics Container with a green body or lid for Organic Waste, a Recycling Container with a blue body or lid for Recyclable Materials, and a Trash Container with a gray or black body or lid for Trash.
 - ii. All Containers must meet SB 1383 color requirements in accordance with 14 CCR Section 18984.7 by January 1, 2036, and must meet Container labeling requirements in 14 CCR Section 18984.8. Effective January 1, 2022, all Commercial and Industrial Collection customers shall maintain their existing Containers. Replacement of Commercial and Industrial Containers shall be made from Contractor’s stock of existing Containers that comply with color requirements purchased prior to January 1, 2022, until such time as the Contractor’s existing inventory of such Containers is exhausted. New Containers purchased by Contractor after January 1, 2022, are required to meet SB 1383 Container color (Gray/Black, Blue and Green) and labelling requirements. New Containers purchased after January 1, 2022, will require SB 1383-compliant graphic-based labels identifying the acceptable materials permitted within each Source Separated Container.
 - iii. By December 31, 2024, Contractor shall repaint and refresh all existing Commercial bins to SB 1383 compliant colors.
- b. Bundled Rate. Effective July 1, 2023, Contractor shall provide Organic Waste collection services at no additional cost to Commercial and Industrial customers receiving Trash or Recycling Collection services in a combined single rate for such bundled services.
- c. Outreach. Contractor will implement enhanced education and outreach efforts to Commercial/Industrial customers regarding SB 1383 required

programs as specified in Exhibit A. Contractor and City shall develop educational materials in accordance with 14 CCR Section 18984.1 and which will explain program changes and new program implementation. Education and outreach materials will include information in accordance with 14 CCR Section 18985.1, including, but not limited to, how to properly separate materials in appropriate Containers, properly handle food waste, prevent Organic Waste generation and encourage community composting. An outreach package about SB 1383 programs will be sent to all Commercial and Industrial customers.

- d. SB 1383 Contamination Monitoring. Contractor shall, at its sole expense, conduct annual route reviews each calendar year for Prohibited Container Contaminants in Commercial and Industrial Containers in a manner that is deemed safe by the Contractor, is approved by the City, and is conducted in a manner that results in all routes being reviewed annually pursuant to 14 CCR Section 18984.5.
 - i. Visual Inspection; Documentation. Contractor shall visually inspect the contents of a reasonably representative number of Containers, as directed and approved by City. Contractor shall document Contamination with still pictures or video.
 - ii. Route Review Methodology. Contractor shall develop a route review methodology that complies with the requirements of 14 CCR Section 18984.5(b). Contractor shall submit its proposed route review methodology for the coming year to the City no later than January 15 of each year describing its proposed methodology for the calendar year and schedule for performance of each route's annual review. Contractor's proposed route review methodology shall include its plan for Container inspections and shall also include its plan for prioritizing the inspection of customers that are more likely to be out of compliance. City shall review, comment on, and approve the proposed methodology. Contractor may commence with the proposed methodology upon approval.
 - iii. Recordkeeping. Contractor shall perform the recordkeeping requirements for Container minimization in 14 CCR Section 18984.6.
 - iv. Disposal. Contractor may, at its discretion, Collect the Container as Recyclable Materials, Organics, or Trash.
 - i. Notification to Customers. Contractor will notify the Commercial or Industrial customer of the Contamination by following the applicable procedures specified in 14 CCR Section 18984.5 and affixing a Container Contamination tag to the Container. Container Contamination tags will be issued to inform Customers of proper material separation requirements and Contamination fees and charges.

- ii. Contamination Fee. A Contamination Fee will be charged to Customers with contaminated Containers identified through periodic Contamination monitoring in accordance with the requirements in Exhibit A. Contractor may issue one warning without charging a Contamination fee per Customer within a period of time mutually agreed upon by the parties.”

SECTION 12. Article 11, Record Keeping and Reporting Requirements, is amended by revising section 11.03 as follows:

- a. SB 1383 Customer Compliance Enforcement Data. Contractor shall keep and maintain SB 1383 records pursuant to 14 CCR Sections 18995.2 and 18988.4 for work Contractor performs within a cloud-based system format, and City will be provided with a view access credential to access the customer enforcement action data as may be required for purposes of CalRecycle requests.
- b. SB 1383 Data Reporting.
 - i. Contractor shall assist City with SB 1383 CalRecycle compliance reporting by providing compliance data needed for City-generated reports to CalRecycle in accordance with 14 CCR Section 18994.2.
 - ii. Contractor shall assist City with SB 1383 annual CalRecycle compliance reporting by providing compliance data needed for the City-generated annual compliance report to CalRecycle in accordance with 14 CCR Section 18994.2.”

SECTION 13. References to “Green Waste” Refer to “Organic Waste”. All existing references in to “Green Waste” in the Agreement shall instead refer to “Organic Waste” unless the context clearly intends for “Green Waste” to remain as is.

SECTION 14. Article 6, Section 6.01 is amended to make the following language change in Section 6.01:

“6.01 City Compensation. In consideration of the exclusive contractual rights and agreement granted by City to Contractor for providing collection services for Residential, Commercial and Industrial Solid Waste customers in the City, Contractor agrees to pay City ten percent (10%) of Residential gross revenues received by Contractor, and twelve percent (12%) of Commercial/Industrial gross revenues received by Contractor for providing the collection services in the City under this Agreement. This compensation includes the following elements: an amount reflecting the arm’s length negotiation of the Parties regarding the value of the rights conferred to Contractor for the privilege of exercising the franchise, including compensation for street impacts and use of City property.”

SECTION 15. Interpretation. In the event of any conflict between this Amendment No.1 and the Agreement, the Agreement and Amendment No. 1 shall be harmonized to the extent

feasible, but if conflict remains the terms of this Amendment No. 1 shall govern. Section headings in this Amendment No. 1 are for convenience only and shall not be used in the interpretation of this Amendment No. 1. This Amendment may be executed in counterparts and/or by electronic signature (e.g., DocuSign). As used in this Amendment No. 1, “including” and its variants mean “including without limitation.”

SECTION 16. Future Changes. The parties acknowledge that future changes to this Amendment No.1 or the Agreement may be desirable to assist the parties with their respective compliance obligations under the SB 1383 Regulations or subsequent amendments thereto or interpretations thereof. The Parties agree to negotiate any such proposed changes in good faith. The foregoing shall not be deemed to limit either party’s rights or remedies under the Agreement.

SECTION 17. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement.

SECTION 17. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation. Contractor represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the going of notice, or both, would constitute a material default under the Agreement. City represents and warrants to Contractor that, as of the date of this Amendment No. 1, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

SECTION 18. Authority. The persons executing this Amendment No. 1 on behalf of the respective Parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, and (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of the Agreement as amended.

SECTION 19. Recitals. The Recitals above are incorporated herein as part of this Amendment No. 1.

[SIGNATURES ON FOLLOWING PAGE]


IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:
CITY OF ANTIOCH


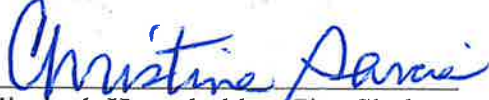
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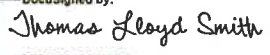
CONTRACTOR:
ALLIED WASTE SYSTEMS, INC.

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Kevin Divincenzo, Vice President:

ATTEST:

 
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

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Thomas Lloyd Smith, City Attorney

APPROVED AS TO FORM:

LAW OFFICES OF SCOTT W. GORDON
A Professional Corporation

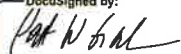
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Scott W. Gordon
Counsel for Allied Waste Systems, Inc.

EXHIBIT A
Service Specifications: Description of Collection, Recycling and Education Services and
Programs

Exhibit A

Service Specifications:

Description of Collection, Recycling and Education Services and Programs

I. Single-Family Residential Collection Services

Trash

Contractor will offer a fully automated collection service for Trash. Each single family dwelling will have a choice of four cart sizes for Trash collection (20-gallon, 32-gallon, 64-gallon or 96-gallon). The carts will be serviced on a weekly basis at the curb by an automated collection vehicle, using an extendable arm, to grasp the cart and tip the contents into collection vehicle. Customers will be notified annually of their collection schedule. Drivers can provide on-premises services as described below (i.e., seniors, disabled).

Only Trash shall be placed in the Trash cart. Customers shall place their cart out the night before their collection day or by 5:30 a.m. on their collection day. At least three (3) feet of space shall be between the Trash cart and any other object including other carts; mailboxes or portable basketball hoops. The Trash cart will be placed on the street in front of the curb for street side pickup. The Trash cart's front must face out to the street.

Customers with extra Trash that cannot fit into their cart or large Bulky items, can call customer service prior to their collection day to arrange for extra service for a fee, as described in Exhibit B.

Recycling

Contractor will offer fully automated collection services for recycling. Each Single-Family dwelling will receive a 64-gallon cart for recycling collection. The carts will be serviced on a weekly basis on the same day as their regular Trash pick up day at the curb. An automated collection vehicle, using an extendable arm, will grasp the Recycling cart and tip the contents into the collection vehicle. Drivers can provide on-premises services as described below (i.e., seniors, disabled).

Customers must source separate Recyclable materials. All Recyclable materials will be deposited into the 64-gallon Recycling cart. The Recycling cart will be placed on the street in front of the curb for street side pickup. The Recycling cart's front must face out to the street. Contractor will provide a 32-gallon recycling cart for those customers with special needs such as disability or storage limitations or a 96 gallon recycling cart for those customers who generate excess Recyclable materials. These options will be provided on a case-by-case, as needed basis. Additional carts for Recyclable materials will be available for the rate set forth in Exhibit B. Customers shall be instructed to place their Recycling cart out the night before their collection day or by 5:30 a.m. on their service day. At least three (3) feet of space shall be between the Trash cart and any other object including other carts, mailboxes, portable basketball hoops, etc.

Acceptable Recyclable materials:

- ◆ All plastic containers #1-7
- ◆ Rigid Plastic items

- ◆ Aluminum and tin cans
- ◆ Glass bottles and jars of all colors
- ◆ White paper
- ◆ Envelopes (with or without windows)
- ◆ Computer print out paper (with blue/green stripe)
- ◆ Adding machine tape
- ◆ Colored paper
- ◆ Fax paper
- ◆ White & carbonless forms
- ◆ Laser printer paper
- ◆ Manila folders and envelopes
- ◆ Magazines
- ◆ Newspapers
- ◆ Cardboard (3'x3' in size, no larger)
- ◆ Phone books
- ◆ Junk mail
- ◆ Paperback and hard covered books
- ◆ Construction paper
- ◆ Aluminum foil
- ◆ Scrap metal and small metal appliances
- ◆ Electronic Waste Peripherals

Unacceptable Recyclable material:

- ◆ Plastic bags
- ◆ Carbon paper
- ◆ Spiral or bound notebooks
- ◆ Food/snack waste
- ◆ Restroom waste
- ◆ Tyvek (overnight envelopes)
- ◆ Food wrappers
- ◆ Cookware/Ceramics
- ◆ Window glass or mirrors
- ◆ Shrink wrap
- ◆ Polystyrene/Styrofoam
- ◆ Compostable Plastics
- ◆ Liquids
- ◆ Green Waste
- ◆ Textiles
- ◆ Carpet
- ◆ Hazardous Waste

All contaminated containers will be tagged for customer education purposes; contamination fees or charges may be levied by Contractor as authorized in the Agreement. Contractor may, in its discretion, collect a contaminated container as Recyclable material, Organic waste material, or as solid waste for disposal.

Customer shall receive one courtesy waiver of a contamination fee applied to a container.

Organic waste

Each Single-Family dwelling will receive a 96-gallon cart for Organic waste collection. Beginning July 1, , Contractor will increase the frequency of Organics cart collection, and transition from bi-weekly to weekly collection. Organic Waste shall be collected on the same day as regular Trash pickup at the curb. An automation collection vehicle, using an extendable arm, will grasp the Organics cart and tip the contents into the collection vehicle. The Organics cart will be placed on the street in front of the curb for street side pickup. The Organics cart's front will face out to the street. Customers must place their cart out the night before their collection day or by 5:30 a.m. on their collection day. At least three (3) feet of space shall be between the Organics cart and any other object, including carts, mailboxes, portable basketball hoops, etc. Contractor will provide a 32-gallon Organics cart for those customers with special needs such as disability or storage limitations. This option will be provided on a case-by-case. Drivers can provide on-premises service as described below (i.e. seniors, disabled). Additional Organic waste carts will be available for the rate set forth in Exhibit B. Acceptable Organic waste must be placed directly into the Organics cart, without plastic bags or other non-compostable containers placed into the Organics cart.

Acceptable Organic waste material:

- ◆ Grass clippings
- ◆ Brush
- ◆ Weeds and leaves
- ◆ Hay and Straw
- ◆ Prunings
- ◆ Tree trimmings
- ◆ Tree branches 6 inches or less in diameter and 3 feet or less in length
- ◆ Food scraps/Food waste
- ◆ Compostable BPI bags (meets ASTM 6400 Standard)
- ◆ Food soiled paper

Unacceptable Organic waste material:

- ◆ Plastic bags
- ◆ Rocks or concrete
- ◆ Sod and dirt
- ◆ Tree trunks, stumps, palm fronds

- ◆ Branches more than 6 inches in diameter or more than 3 feet in length
- ◆ Pet waste

- ◆ Metal
- ◆ Glass
- ◆ Plastic
- ◆ Compostable Plastics
- ◆ Hazardous Waste

All contaminated containers will be tagged for customer education purposes, and are subject to contamination fees and additional service charges. Contractor may, in its discretion, collect a contaminated container as Recyclable materials, Organic waste, or as Trash for disposal.

Customer shall receive one courtesy waiver of a contamination fee applied to a container per customer account.

On-Premises Service

Contractor shall provide on-premises collection of residential Trash, Recyclable materials and Organic waste to a Single-Family residential customer if all adult customers residing there have disabilities that prevent them from setting their Trash, Recycling or Organic waste cart at the curb for collection by City. On-premises service shall include pickup and replacement of carts within the front or side yard and return of the cart to such location. The Contractor shall authorize on-premises service in appropriate circumstances. The City Manager or his or her designee may request Contractor provide on-premises service to specific properties that the City learns may qualify for On-premises services.

On Call Waste Cleanup Program

Contractor will offer residential customers two (2) on-call curbside cleanups per year allowing a maximum of 2 cubic yards per cleanup or the equivalent of fourteen (14) 32-gallon bags. Pickup will be on the same day as regular Trash service. In addition, Contractor will provide Bulky item pick-up for up to two (2) items per customer every calendar year. Pickup of additional Bulky items will be subject to the fees outlined in Exhibit B. Customers must contact Contractor to schedule on-call curbside cleanups or Bulky item pickups. For customer convenience, Contractor utilizes a voicemail system so customers may leave messages after business hours including requests for scheduling on-call collection service. Guidelines will be as follows:

Guidelines for collection:

- ◆ Place items at the curb by 5:30 a.m., preferably the night before the cleanup day.
- ◆ All items must be stacked in one place.
- ◆ Bag or tie items with rope, cord, tape or string strong enough to keep the bundle intact or place in disposable containers. All containers will be taken including metal and plastic trash cans.
- ◆ Place cleanup items in a single pile at a distance of 4 feet or more from all carts.

Unacceptable Waste Material:

- ◆ No item may weigh more than 150 lbs. or be longer than 4 feet. Bags cannot weigh more than 50 pounds.
- ◆ No televisions or computer monitors.*
- ◆ No household hazardous wastes including paint, motor oil, car batteries, antifreeze, solvents, pesticides, cleaners.
- ◆ No large car parts (tires, transmission blocks, engines, etc.) or large furniture*.
- ◆ No rocks, dirt or concrete.
- ◆ No refrigerators, freezers, air conditioners or other appliances with Freon*.
- ◆ No tree stumps or large tree trunks.
- ◆ No cleanup items shall be placed near or in front of carts.
- ◆ No loose piles
- ◆ No Organic waste

*** Can be picked up as a Bulky item pickup, but not part of the on-call cleanups.**

On-Call Recycle/Organics Cleanups

Contractor will offer three (3) on-call Recycling/Organics pickups per year, for recycling extra Organics, Recyclable Materials and/or for extra corrugated cardboard. Residents must call Contractor's customer service to schedule a pickup a week in advance.

Guidelines:

- ◆ After filling Organics cart, customers must place extra clippings in containers that are 32-gallons or less in volume, up to a maximum 75 pounds. per container. Organics shall not be placed in plastic bags. Contractor will not remove Container
- ◆ Tree branches and prunings must be 3 feet or less in length and 6 inches or less in diameter.
- ◆ Trim cardboard to 3 feet or less on each side, flatten and bundle with string.
- ◆ For pickups, place bundled cardboard, additional Recycling or Organics containers at the curb by 5:30 a.m. or, preferably, the night before pickup date.
- ◆ Keep extra material at least 4 feet away from carts or other objects.

Motor Oil and Oil Filters

Customers will be able to recycle motor oil and oil filters curbside. The motor oil shall be in a clear plastic container like a plastic milk jug. The lid shall be taped to the top and placed beside the recycle cart on their recycle collection day. Customers are allowed a maximum of three (3) gallons of oil per pick up. Oil filters will be placed in a heavy sealable plastic bag such as a Ziploc bag sealed and left by the Recycling cart on their Recycling collection day. While recycling is an automated service, the driver will get out of the vehicle to pick up these materials. Used motor oil and filters will not be collected during the On-Call Bulky Waste Cleanups.

On-Call Pickup of Batteries, and Compact Fluorescent Light bulbs

Customers will be able to place Compact Fluorescent Light bulbs (CFLs), and household batteries out on their regular collection day for curbside pickup t no additional charge. Items need to placed

next to material next to the recycling cart in sealed clear plastic bags. Each material type needs to be placed in a separate bag. CFLs must not be broken or there will be a fee for disposal.

II. Multi-family Collection Services

Trash

Multi-family residents subscribing individually for service will receive carts for Trash, Recycling materials and Organics. These customers will receive service that is substantially the same as described above for single family residential dwellings. Multi-family residents who do not subscribe individually for service will be provided with carts (32-gallon, 64-gallon or 96-gallon) or front end load containers ranging in size from one (1) cubic yard to eight (8) cubic yards. Collection frequency will be at a minimum once a week. Contractor shall provide Bulky item pick-up for a fee as described in Exhibit B.

Contractor will service compactor containers as long as the compactor meets collection vehicle specifications.

Recycling

Recycling service will be provided to all Multi-family complexes and individuals in Multi-family complexes unless the City determines otherwise. The same rules and guidelines for acceptance of Recyclable materials applicable to residential single-family service apply to Multi-family collection services, including all acceptance criteria and rules regarding contamination of containers. Diversion for this program is calculated based on the commercial diversion rates. Carts or front-end load containers will be used for Recycling. The types of material collected will be the same as detailed under Residential Recycling Services.

Multi-family residents who subscribe individually for service will receive instructions/information that are similar to residents of single-family dwellings. Those residents of Multi-family complexes not subscribing to individual service will receive information through the facility manager, if available, or the property owner. Contractor will bill the facility manager, landlord or homeowners association for the service in cases where front load containers are utilized.

The City of Antioch reserves the right to review service criteria (space limitations, impractical service, lack of Recycle materials, lack of commitment to separate material from Trash or Organic waste) and require any adjustments to the Recycling service. Contractor will work with all Multi-family customers to maximize Recycling/Organic Waste services and resource recovery and minimize additional overall cost of service upon request of the customer.

Contractor will service compactor containers as long as the compactor meets our collection vehicle specifications.

Organic waste

Organic waste service will be offered to all complexes and individuals in Multi-family complexes in accordance with the Antioch Municipal Code. Carts, front load or drop boxes will be used. The same rules and guidelines for acceptance of Organic waste materials applicable to residential

single-family service apply to Multi-family collection services, including all acceptance criteria and rules regarding contamination of Containers.

The City of Antioch reserves the right to review service criteria (space limitations, impractical service, lack of recycle material) and approve any exemptions from the program as established in the Municipal Code. Contractor will work with all multifamily customers to maximize Organic waste services and minimize additional overall cost of service upon request by the customer.

On Call Waste Cleanup

Multi-family residents subscribing individually for service will receive two (2) on-call curbside cleanups per year allowing a maximum of 2 cubic yards per cleanup or the equivalent of fourteen (14) 32- gallon bags. Pick up will be on the same day as regular Trash service. Multi-family residents subscribing individually for service will also receive two (2) on-call Bulky waste cleanups every calendar year as described under Residential Services. Contractor shall provide additional Bulky item pick-up for a fee as described in Exhibit B. Customers must contact Contractor to schedule on-call curbside cleanups or Bulky item pickups.

Multi-family residents subscribing to bin service have the option of scheduling debris boxes for Multi-family complex clean ups according to the fees set forth in Exhibit B. The property manager or designated representative must call in advance to schedule a box. Contractor's customer service department will determine the appropriate box size based on the size of the Multi-family complex. Contractor will provide the property manager/designee with information to distribute to their tenants regarding acceptable material for the cleanups. No hazardous waste or white goods containing Freon will be allowed. Bin service customers cannot request individual cleanups. All other guidelines apply as described in Residential Services. Contractor shall provide Bulky item pick-up for a fee as described in Exhibit B.

On Call Recycle Cleanups

Multifamily residents subscribing individually for service will receive the same information as residential customers described in Residential Services for on-call recycle cleanups. . Those residents of multifamily complexes not subscribing to individual service will receive three (3) cardboard on-call cleanups only. The facility manager will coordinate with Contractor whether a bin, debris box or other collection method would best suit their need.

III. Commercial/Industrial Collection Services

Trash

Commercial and industrial customers are serviced in a variety of ways depending upon their location, frequency and amount of service required, accessibility and where they are situated relative to other customers with similar service requirements and as described in Section 9 of the Collection Agreement. Commercial and Industrial customers will typically be serviced in one of three ways. The most common means of managing materials generated by this segment of the Containers come in multiple sizes and can be configured to various dimensions in order to fit a given Solid Waste enclosure. Bins will be available for Trash, Recyclable Materials, and Organic waste service.

Drop boxes are used in circumstances where the customer has a large amount of Trash that would require too frequent service of a front end load container. These boxes also come in multiple shapes and sizes and are transported by roll-off collection vehicles equipped with a hoist to lower and raise the container onto the bed of the vehicle for transport. These containers are typically used for Trash, Recyclable materials and Organic waste. These boxes must have a minimum of twice a month service, or every seven days if they contain putre scents. However, the City of Antioch may require more frequent service based upon health or public nuisance issues.

Some customers may be better served by use of containers equipped with compactors. These receptacles are generally very useful for bulky wastes and material that is easily compacted in order to maximize payloads. Roll-off collection vehicles are also utilized to transport and exchange compactor boxes. Contractor will provide service at the compacted rate as long as the customer supplies their own compactor.

In certain instances where commercial customers do not require a large degree of service, commercial carts are utilized. These containers are identical to those employed in serving Residential customers and typically are used by small business owners who do not generate a large amount of Trash, Recyclable material or Organics. These carts are generally serviced by the collection vehicles serving the Residential customers.

Contractor will work closely with Commercial and Industrial customers to determine the most efficient and cost-effective service options available to them.

Recycling

Contractor will offer a range of recycling services to commercial customers:

- ◆ Meet with large waste generators to identify potential recycle waste streams and source reduction opportunities.
- ◆ Conduct on-site Waste Assessments upon request for all commercial customers. Make recycling and source reduction recommendations.
- ◆ Attend and speak to business organizations such as the Chamber of Commerce.
- ◆ Review current service levels of all commercial customers. Determine potential for recycling and contact customer.
- ◆ Conduct container audits for contamination in compliance with SB 1383 requirements as established in the Antioch Municipal Code and this Agreement.
- ◆ Conduct an annual compliance review and make a compliance determination for all Commercial customers. The annual route review will be conducted together with Contractor's contamination minimization program to determine compliance with SB 1383 requirements.

Contractor will work with all commercial customers to maximize recycling/organic waste services and resource recovery and minimize additional overall cost of service.

Commercial/Industrial Diversion Requirements

Contractor will use all commercially reasonable efforts to implement a comprehensive, mandatory, commercial/industrial recycling, reuse and diversion program to maximize the amount of solid waste that can be diverted from this segment of the City's waste stream. Contractor will obtain a commercial diversion rate, as calculated by the dividing total commercial recycling tonnage by the total commercial tons hauled. If the state diversion requirements are not met, Contractor shall meet with the City to evaluate the program and implementation plan.

In order to meet this diversion rate, Contractor will have two full-time Recycling Coordinators dedicated to commercial waste diversion programs in Antioch, compliance with the SB 1383 Regulations, contamination monitoring, and enhanced outreach.

IV. Construction and Demolition

Construction and demolition debris means wood, wallboard, metal, glass, paper, plastic, concrete and other recyclable and non-recyclable Solid wastes, including Mixed waste, generated by residential, commercial and industrial demolition, remodeling, and construction activities. Containers are available in sizes ranging from (8) eight cubic yards to fifty (50) cubic yards.

Construction and Demolition (C&D) customers must contact a customer service representative (CSR) at Contractor to arrange for service. The CSR will ask if the drop box contains Recyclable materials and will direct Construction and demolition debris, including dirt and cement, to a permitted processing facility. The diversion goal of these mixed loads at the processing facility is a minimum sixty-five percent. The customer will indicate on their order form, by checking the applicable box, if they need documentation to comply with the City of Antioch Municipal Code. Contractor will report to the City any flagrant violations of the City C&D Ordinance. Contractor will obtain a sixty-five (65) percent or greater diversion from mixed C&D customers on a bin by bin basis. Bins where a 65% diversion rate cannot be achieved must be hauled and noted as Solid waste. Prior to servicing mixed C&D bins as Solid waste, customer must be notified.

V. Holiday Tree Recycling

Residential

Contractor will offer two options for residential customers for recycling holiday trees:

- ◆ Organics waste cart collection - Place unflocked tree in green waste cart. Branches must be 6 inches or less in diameter and 3 feet or less in length. Cut off treetops.
- ◆ Recycling Drop Off Center- Contractor shall provide annual Holiday tree collection pick up and recycling at up to two locations designated by the City unless the parties agree, in writing, that Contractor shall provide optional tree collection along the collection routes instead. This service shall be provided during the first three weeks of January of each year at a time and in a manner to be mutually agreed upon by City and Contractor.

Information and instructions for the Holiday Tree Collection Program will be sent to residential customers as a bill insert upon City approval.

Multi-family

A flyer, approved by the City, will be sent to Multi-family complexes notifying them of their tree recycling options and program guidelines. Multi-family accounts can use their existing Organics waste bins for recycling, the free drop off locations described above or schedule an Organics waste recycling roll off bin.

Commercial

Commercial accounts can use their existing Organics waste bins for recycling or the free drop off locations described above.

All Customers

Guidelines for residential, multifamily and commercial customers:

- Remove stands, whether metal, plastic or wood.
- No flocked or artificial trees.
- Remove lights, ornaments, tinsel and other trimming from branches.

VI. Electronic Recycling

Residential customers can use one of their free on call bulky item cleanups for curbside collection of computer monitors, televisions and other electronic equipment (universal waste) for single family, Multi-family and Commercial customers.

Single family, Multi-family and Commercial customers can call Contractor customer service in advance to schedule a pick up for the collection of electronic equipment for a fee as described in Exhibit B. Multi-family and Commercial customers that do not have individual billing may have electronic equipment picked up for a fee as described in Exhibit B. For Commercial customers, this material will need to be placed in a location accessible to larger vehicles. Multi-family customers will be asked where their material will be located for collection. If the customer does not provide this information, the customer will be asked to place the material near their Solid Waste enclosure.

Collection arrangements that have not been made according to the guidelines above will not be picked up and a non-collection notice will be left with information on how to schedule.

VII. Procurement of Recovered Organic Waste Products

In conjunction with the annual/semi-annual Compost Giveaway event, Contractor shall provide up to 80-cubic yards of bulk compost or bulk mulch and satisfy the requirements of 14 CCR Sections 18993.1 and 18993.2 for distribution to City residents who shall be allowed to fill containers that they provide on a first-come, first serve basis at no cost. Contractor shall deliver any compost and/or mulch remaining after the event to a site designated by City for use by City. Beyond the provision of recovered organic product giveaway at giveaway events and reporting Contractor's own recovered organic product usage, Contractor shall have no further obligation with regard to the City's recovered organic procurement target of 14 CCR Section 18993.1(c). Contractor shall report to City any recovered organic products used by Contractor in its operation including bulk material.

VIII. Public Education

Contractor will develop materials that convey instructions and information to residential, multifamily and commercial customers. Information will be distributed to customers on an annual basis, at a minimum. Multifamily and commercial literature may differ slightly due to collection differences. This information will include:

- ◆ Garbage waste collection guidelines
- ◆ Recycle materials collection guidelines
- ◆ Organics waste collection guidelines
- ◆ On-call cleanup guidelines
- ◆ Recycle cleanups
- ◆ Set out of oil and oil filters
- ◆ Spacing between carts
- ◆ Recycling Drop Off Center
- ◆ Hazardous waste guidelines
- ◆ Compost Giveaways
- ◆ How to Reach Us
- ◆ Payment Options
- ◆ Service Questions
- ◆ Vacation policy
- ◆ Holidays
- ◆ Holiday Tree Collection Program as described on page I 0
- ◆ Website
- ◆ Customer Complaint Resolution Process
- ◆ Electronic Waste Recycling

Program Expansion Outreach- An implementation plan will be submitted to the City for approval 30 days after contract approval. The implementation plan will include, but is not limited to: start date of new services; types of outreach methods to be used (brochures, workshops, meetings, personal contact, etc. stickers; press releases and newspaper ads). The City will approve all educational material within a reasonable time period that enables implementation deadlines to be met.

IX. City Services

City facilities will be provided service free of charge as specified in Section 4.04 and 415. of the Collection Agreement.

X. Outreach to Schools

Contractor has a separate Agreement with Antioch Unified School District. Contractor will include all Trash, Recyclables, and Organic Waste tonnage in their quarterly recycle reports to the City.

XI. Scope of Services

Nothing contained herein is intended to modify the definitions of Solid Waste or the scope of exempt waste as set forth in this Agreement or City ordinances, including but not limited to Chapter 3 of Title 6 of the Antioch Municipal Code. The City's ordinances, the Agreement and this Exhibit A to the Agreement shall be interpreted in a manner so as to harmonize any inconsistencies.

EXHIBIT B
Schedule of Maximum Rates

2597

Exhibit B

2598

Schedule of Maximum Rates that Contractor can Impose

2599

2600 Maximum Residential Rates

	<u>Monthly</u>	<u>Bimonthly</u>
2601		
2602 20 gal garbage cart, 64 gal recycle cart, 96 gal green waste cart	\$31.22	\$62.44
2603 32 gal garbage cart, 64 gal recycle cart, 96 gal green waste cart	\$36.66	\$73.32
2604 64 gal garbage cart, 64 gal recycle cart, 96 gal green waste cart	\$59.18	\$118.36
2605 96 gal garbage cart, 64 gal recycle cart, 96 gal green waste cart	\$69.51	\$139.02

32 gal recycle cart and 32 gal green waste cart are offered on an as needed basis

2606 Maximum Senior Rates (must apply with City)

2607 20 gal garbage cart, 64 gal recycle cart, 96 gal green waste cart	\$20.19	\$40.38
2608 32 gal garbage cart, 64 gal recycle cart, 96 gal green waste cart	\$22.01	\$44.02
2609 64 gal garbage cart, 64 gal recycle cart, 96 gal green waste cart	\$35.14	\$70.28
2610 96 gal garbage cart, 64 gal recycle cart, 96 gal green waste cart	\$41.30	\$82.60

2611

2612 Maximum Additional Rates

2613 Second recycle cart	64 Gal-\$15.46	
2614 Senior second recycle cart	64 Gal-\$13.18	
2615 Second green waste cart	96 Gal-\$12.84	
2616 Senior second green waste cart	96 Gal- \$7.70	
2617 Extra on call recycling/cardboard cleanup — on service day only		\$30.00
2618 Extra on call recycling/green waste cleanup - on service day only		\$30.00

2619

2620 Contamination Fees

2621 Residential	\$25	
2622 Commercial	\$150 bins	carts \$75

2623

2624 Maximum Additional Rates

2625 Minimum charge on service day		\$25.00
2626 Minimum charge nonservice day		\$40.00
2627 Extra bag		\$ 2.50 each-place at curb
2628 Extra can		\$ 6.00 each-place at curb

2629

Bulky Item Maximum Price List

twin mattress	\$40.00
twin box spring	\$40.00
double mattress	\$40.00
double box spring	\$40.00
queen mattress	\$40.00
queen box spring	\$40.00
king mattress	\$40.00
king box spring	\$40.00
Stove	\$40.00
Dryer	\$40.00
Washer	\$40.00
Dishwasher	\$40.00
hot water heater	\$40.00
couch/sofa	\$40.00
hide a bed	\$40.00
refrigerator (pick up and Freon removal)	\$100.00
Freezer (pick up and Freon removal)	\$100.00
air conditioner (pick up and Freon removal)	\$100.00
swamp cooler	\$40.00
tires (less than 19")	\$6.00
tires with rim (less than 19")	\$8.00
tires (larger than 19")	\$9.00
tires with rim (larger than 19")	\$14.00
TV (32" or smaller)	\$25.00
TV (32" or larger)	\$40.00
Computer monitors	\$25.00
Ewaste (3 pieces)	\$5.00
Extra 32 Gal bag	\$2.50

Exhibit C

Commercial & Multi-Family Maximum Garbage Rates (Includes Organics)

1 Yd	1 x per week	\$223.07	5Yd	1 x per week	\$827.03
	2 x per week	\$446.14		2 x per week	\$1654.05
	3 x per week	\$669.19		3 x per week	\$2481.07
	4 x per week	\$892.25		4 x per week	\$3308.10
	5 x per week	\$1115.32		5 x per week	\$4135.12
	Special	\$77.66		Special	\$246.03
2 Yd	1 x per week	\$343.40	6Yd	1 x per week	\$981.34
	2 x per week	\$686.84		2 x per week	\$1962.66
	3 x per week	\$1030.24		3 x per week	\$2943.99
	4 x per week	\$1373.67		4 x per week	\$3925.32
	5 x per week	\$1717.06		5 x per week	\$4906.66
	Special	\$116.04		Special	\$284.79
3Yd	1 x per week	\$516.70	8Yd	1 x per week	\$1289.71
	2 x per week	\$1033.38		2 x per week	\$2579.40
	3 x per week	\$1550.08		3 x per week	\$3869.12
	4 x per week	\$2066.78		4 x per week	\$5158.83
	5 x per week	\$2583.46		5 x per week	\$6448.54
	Special	\$155.37		Special	\$388.39
4Yd	1 x per week	\$668.22		32 Gal cart 1x/wk	\$36.26
	2 x per week	\$1336.44		64 Gal cart 1x/wk	\$64.73
	3 x per week	\$2004.66		96 gal cart 1x/wk	\$92.54
	4 x per week	\$2672.90			
	5 x per week	\$3341.11			
	Special	\$207.12			
Debris Box		\$750.22 includes 1 ton. Excess tons \$138.17			
Compact Rate		\$566.32 includes 1 ton. Excess tons \$138.17			
Minimum Monthly		\$763.83 must have 1 dump and return per month			
Concrete		\$416.28 flat fee. Excess ton \$138.17			

 Commercial & Multi-Family Maximum Recycle Rates

1 Yd	1 x per week	\$156.18	5Yd	1 x per week	\$578.92
	2 x per week	\$312.33		2 x per week	\$1157.83
	3 x per week	\$468.47		3 x per week	\$1736.75
	4 x per week	\$624.64		4 x per week	\$2315.67
	5 x per week	\$780.80		5 x per week	\$2894.57
	Special	\$54.37		Special	\$172.20
2 Yd	1 x per week	\$240.38	6Yd	1 x per week	\$686.94
	2 x per week	\$480.77		2 x per week	\$1373.90
	3 x per week	\$721.13		3 x per week	\$2060.85
	4 x per week	\$961.51		4 x per week	\$2747.79
	5 x per week	\$1201.89		5 x per week	\$3434.76
	Special	\$81.23		Special	\$199.40
3Yd	1 x per week	\$361.69	8Yd	1 x per week	\$902.77
	2 x per week	\$723.37		2 x per week	\$1805.55
	3 x per week	\$1085.07		3 x per week	\$2708.32
	4 x per week	\$1446.77		4 x per week	\$3611.11
	5 x per week	\$1808.44		5 x per week	\$4513.89
	Special	\$108.76		Special	\$271.86
4Yd	1 x per week	\$467.74			
	2 x per week	\$935.46			
	3 x per week	\$1403.20			
	4 x per week	\$1870.93			
	5 x per week	\$2338.66			
	Special	\$144.96			
96 gal cart green waste	\$6.79				
32 gal cart recycle	\$25.38				
64 gal cart recycle	\$45.28				
96 gal cart recycle	\$64.77				

