

AMENDMENT #3 TO FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLING AND
GREEN WASTE SERVICES BETWEEN THE BOLINAS COMMUNITY PUBLIC UTILITY
DISTRICT AND USA WASTE OF CALIFORNIA, INC.

This Amendment #3 to the Franchise Agreement for Solid Waste, Recycling and Green Waste Services between the Bolinas Community Public Utility District and USA Waste of California, Inc. (this "Amendment") is entered into by and between the Bolinas Community Public Utility District ("District") and Recology Sonoma Marin ("Recology" or "Company") (individually as "Party" and collectively the "Parties").

WHEREAS, on April 1, 2003 the District entered into a Franchise Agreement for Solid Waste, Recycling and Green Waste Services with USA Waste of California, Inc. for a ten year term setting forth the respective rights and obligations of the parties with respect to the collection of solid waste, recyclables and green waste in the District's jurisdiction and granting Franchisee an exclusive right to provide collection services within such jurisdiction ("Original Franchise");

WHEREAS, at the request of USA Waste of California, Inc., on January 1, 2008, the District agreed to the assignment of the Original Franchise to Redwood Empire Disposal, Inc. and subsequently agreed to extend the term to December 31, 2015; and

WHEREAS, on December 16, 2015, the District entered into a First Amendment to the Original Franchise with Redwood Empire Disposal, Inc. to further extend the term to June 30, 2030 and modify provisions relating to rate setting and collection services provided ("First Amendment," and the Original Franchise as amended by the First Amendment and this Amendment, the "Agreement"); and

WHEREAS, at the request of Redwood Empire Disposal, Inc., on September 20, 2017, the District agreed to the assignment of the Original Franchise, as amended, to Recology; and

WHEREAS, on December 14, 2022, the District and Recology entered into a Second Amendment to the Original Franchise ("Second Amendment") to designate certain roles and responsibilities that Recology shall perform on behalf of the District to implement the SB 1383 Regulations at new Chapter 12 (Short-lived Climate Pollutants) of Division 7 of Title 14 of the California Code of Regulations and amended portions of regulations of Title 14 CCR and Title 27 CCR ("SB 1383 Regulations"); and

WHEREAS, the District has received a waiver from CalRecycle and is currently not required to satisfy certain obligations under the SB 1383 Regulations which were previously delegated to Recology pursuant to the Second Amendment;

WHEREAS, the District and Recology have agreed to make certain adjustments to the service rates and other modifications to the Original Franchise, as amended; and

WHEREAS, the Parties wish to enter into this Amendment to void the terms of the Second Amendment and to amend the Original Franchise in the manner set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. Effective Date. This Amendment shall take effect on May 1, 2025 (the "Effective Date").
2. Definitions. For purposes of this Amendment, the terms set forth in Exhibit A, attached hereto and incorporated herein, shall have the meanings given to them in such exhibit.

3. Discount for Low Income Customers. From May 1, 2025 onward, Company shall provide a 15% discount to low income Single-Family Dwelling Unit customers that are enrolled in PG&E's California Alternate Rates for Energy Program (commonly known as the "CARE Program"). Should the CARE Program cease to exist, the parties will negotiate in good faith to determine a comparable replacement. Company may require customers to submit documentation verifying their enrollment in the CARE Program, and to update that documentation annually, as a condition of receiving the discount. The discount shall not be applied retroactively. Recology shall notify customers about the Low Income Discount program via bi-annual newsletters, e-blasts, and customer bills. Recology shall report to District annually on the number of customers in the District service area that participate in this discount program.
4. Free Service at Public Sites. Recology shall provide the services identified on Exhibit A attached hereto.
5. Walk-In Charges and Surplus-Distance Charges. Customers may request that Recology collect carts at an area other than curbside to be mutually agreed upon by the customer and Recology. For each cart not collected curbside, Recology may charge the "Walk-In" charge set forth on Exhibit C. Notwithstanding the foregoing, two carts collected by the same split-body collection vehicle shall be treated as one cart for the purposes of calculating the Walk-In charge. Company may also charge customers the Surplus-Distance charges set forth on Exhibit C for distances over twenty-five (25) feet. For clarity, customers must elect to have Recology collect their carts at a location other than curbside for Recology to provide the services corresponding with the Walk-In and Surplus-Distance charges.
6. Service Rates. Exhibit C (Maximum Rates) of the Agreement is hereby replaced with Exhibit C attached hereto, which includes the applicable rate schedules for the remainder of the term of the Agreement.
7. Adjustments to Service Rates. The first paragraph of Section 3(A) and the entirety of Section 3(B) of the Agreement are hereby replaced to read as follows:

“(A) Without limiting the rights of the parties set forth hereinabove, the maximum rates set forth in Exhibit C, attached hereto and incorporated herein by this reference, are the maximum rates that Company may charge customers for services rendered pursuant to this Agreement ("Maximum Rates") effective May 1, 2025. In addition to the annual increases to Maximum Rates set forth in Exhibit C, in the event that the Consumer Price Index - CUURS49BSA0-All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted ("CPI") for the previous year (measured as the average annual from September to August) increases by more than three and three tenths percent (3.3), the Maximum Rates as presented in the tables included in Exhibit C for the succeeding year and all subsequent years will be further increased by the percentage that is the difference between the increase in the CPI over the past year and three and three tenths percent (3.3).

For example, if the CPI for September 2025- August 2025 increases by five and three tenths percent (5.3%) over the CPI for September 2024-August 2025, the Maximum Rates set forth in Exhibit C effective 1/1/2027 would increase by two percent (2%), and the rates for 1/1/28 and 1/1/29 would also increase by two percent (2%).

Residential 32G Rate Set for in Exhibit C:

	<u>1/1/2027</u>	<u>1/1/2028</u>	<u>1/1/2029</u>
Exhibit C:	\$ 34.48	\$ 37.20	\$ 40.00
CPI Adjustment:	2.0%	2.0%	2.0%
New Maximum Rates:	\$ 35.17	\$ 37.94	\$ 40.80

Subsequently, if the CPI for September 2026- August 2027 increases by four and three tenths percent (4.3%) over the CPI for September 2025-August 2026, the Maximum Rates set forth in Exhibit C effective 1/1/2028 and 1/1/2029 would increase by three percent (3%), including two percent (2%) from the CPI for 1/1/27 and one percent (1%) from the CPI increase for 1/1/28.

Residential 32G Rate Set for in Exhibit C:

	<u>1/1/2027</u>	<u>1/1/2028</u>	<u>1/1/2029</u>
Exhibit C:	\$ 34.48	\$ 37.20	\$ 40.00
CPI Adjustment:	2.0%	3.0%	3.0%
New Maximum Rates:	\$ 35.17	\$ 38.32	\$ 41.20

Maximum rates effective January 1, 2030 shall be adjusted by the percentage increase in the CPI over the preceding year each year on January 1 for the remainder of the term of this Agreement.

(B) Exhibit C sets forth the current schedule of Maximum Rates for services, and the projected Maximum Rates for services through December 31, 2029, exclusive of any adjustment that may be made to the Maximum Rates for the years 2026 through 2029 based on changes in CPI in excess of 3.3%, as provided for in Section 3.A, above.”

8. Deletion of Second Amendment in its Entirety; Waiver of Maximum Rate Increase Previously Negotiated under Second Amendment. All terms set forth in the Second Amendment are hereby deleted in their entirety.
9. Miscellaneous. In the event of any conflict between this Amendment and the Original Franchise, as amended, this Amendment shall govern. Section headings in this Amendment are for convenience only and shall not be used in the interpretation of this Amendment. This Amendment may be executed in counterparts and/or by electronic signature (e.g. DocuSign). As used in this Amendment, “including” and its variants mean “including without limitation.”

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Amendment #3 is entered into as of the Effective Date.

Bolinas Community Public Utility District

Recology Sonoma Marin

By: _____
Name: Jack Siedman
Title: President of Board of Directors
Date: _____

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

ATTEST:

Secretary

Exhibit A

TABLE 1: FREE SERVICE AT PUBLIC SITES			
Location	Description of Service	Fee	Notes
100 Mesa Road at Mesa Park's Parking Lot; Serving Mesa Park and Firehouse	-2 X 6CY bins -4 X 96G garbage carts -1 X 64G garbage cart -4 X 96G recycling carts	\$0.00	In exchange RSM will be allowed to continue to use the Mesa Park Parking lot for staging service trucks and for storing RSM's own dumpster bin.
24 Wharf Road at Mesa Park's "Downtown Park"	-2 X 96G garbage carts -2 X 96G recycling carts	\$0.00	Provision and weekly servicing.
270 Elm Road at BCPUD District Office	-1 X 2 CY bin -2 X 96G recycling carts	\$0.00	Provision and weekly servicing.
25 Olema-Bolinas Road at Resource Recovery	-1 X 1.5 CY bin	\$0.00	Provision and weekly servicing.
Beach Entrance at the end of Wharf Road	-2 X 64G garbage carts -2 X 64G recycling carts	\$0.00	Provision and weekly servicing. BCPUD would look to work with RSM, The Lions Club and the County of Marin to build a new structure to house the carts.
Beach Entrance at the end of Brighton Road	-3 X 64G garbage carts -3 X 64G recycling carts	\$0.00	Provision and weekly servicing. BCPUD would look to work with RSM, The Lions Club and the County of Marin to build a new structure to house the carts.
14 Wharf Road at the Plaza; serving Marin County Free Library and Community Center and People's Store	-1 X 6CY bin -5 X 96G garbage carts -4 X 96G recycling carts	\$646.77	This 6 CY bin serves both a commercial business (The People's Store) and the public (Community Center and MCF Library). BCPUD request that you continue to service the 6CY but charge at the new proposed rate for 3CY to capture the fact that ~half this bin is serving the public and half is serving a commercial enterprise.

Exhibit C

Maximum Rates

See attached.

Exhibit C

Bolinas Service Area Rate Table for 4/1/2025 through 12/31/2029

Included CPI Adjustment	3.3%	3.3%	3.3%	3.3%	3.3%
Additional CPI Above (Sep-Aug Annual Avg vs. Prior Year Same Period plus prior Additional CPI Adjustments)	<u>0.0%</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
Total Increase	3.3%	3.3%	3.3%	3.3%	3.3%

Monthly Rate (unless otherwise indicated)	Current		Proposed			
	1/1/2024	4/1/2025	1/1/2026	1/1/2027	1/1/2028	1/1/2029
Residential Rates:						
20S	\$ 20.13	\$ 22.30	\$ 24.62	\$ 27.01	\$ 29.47	\$ 32.01
32S	26.88	29.27	31.83	34.48	37.20	40.00
64S	56.28	62.92	69.99	77.26	84.76	92.48
96S	85.71	94.62	104.15	113.96	124.06	134.47

Extra Pick-Up (XRS):						
20XRS (Small Bag)	\$ 9.93	\$ 15.18	\$ 15.68	\$ 16.20	\$ 16.73	\$ 17.29
32XRS (Large Bag)	9.93	15.18	15.68	16.20	16.73	17.29
64XRS (2 Large Bags)	19.86	30.35	31.35	32.39	33.45	34.56
96XRS (3 Large Bags)	29.83	45.60	47.10	48.66	50.27	51.92
Additional Recycling >2	\$ 22.98	\$ 35.13	\$ 36.29	\$ 37.49	\$ 38.72	\$ 40.00
Additional Organics >2	29.89	45.68	47.19	48.74	50.35	52.01
Walk-In Service (per driver providing service)	9.93	15.18	15.68	16.20	16.73	17.29
Plus Distance charge for over 25ft (per 50ft)		15.18	15.68	16.20	16.73	17.29
<i>Walk-in and Distance charges are optional service provided for customers that do not want to bring containers to public roads.</i>						
Cart Exchange/Replacement (after one per year)	\$	\$ 50.00	\$ 51.65	\$ 53.35	\$ 55.12	\$ 56.93

Contaminated Yard Waste or Single Stream Recycling:						
Contamination Charge	\$ 27.61	\$ 42.21	\$ 43.60	\$ 45.04	\$ 46.53	\$ 48.06

Commercial Rates (one container unless noted):						
1.5 Yard FEL @ 1x/week	\$ 316.97	\$ 340.43	\$ 365.85	\$ 392.04	\$ 419.02	\$ 446.80
1.5 Yard FEL @ 2x/week	633.92	680.86	731.70	784.08	838.04	893.60
1.5 Yard FEL @ 3x/week	950.89	1,021.29	1,097.55	1,176.12	1,257.06	1,340.40
2 Yard FEL @ 1x/week	\$ 459.29	\$ 493.28	\$ 530.12	\$ 568.07	\$ 607.16	\$ 647.42
2 Yard FEL @ 2x/week	918.56	986.56	1,060.24	1,136.14	1,214.32	1,294.84
2 Yard FEL @ 3x/week	1,377.85	1,479.84	1,590.36	1,704.21	1,821.48	1,942.26
2 Yard FEL @ 4x/week	1,837.12	1,973.12	2,120.48	2,272.28	2,428.64	2,589.68
2 Yard FEL @ 5x/week	2,296.43	2,466.40	2,650.60	2,840.35	3,035.80	3,237.10
3 Yard FEL @ 1x/week	\$ 602.21	\$ 646.77	\$ 695.08	\$ 744.84	\$ 796.09	\$ 848.88
3 Yard FEL @ 2x/week	1,204.41	1,293.54	1,390.16	1,489.68	1,592.18	1,697.76
4 Yard FEL @ 1x/week	\$ 745.26	\$ 800.41	\$ 860.19	\$ 921.77	\$ 985.20	\$ 1,050.53
4 Yard FEL @ 2x/week	1,490.51	1,600.82	1,720.38	1,843.54	1,970.40	2,101.06
4 Yard FEL @ 3x/week	2,235.78	2,401.23	2,580.57	2,765.31	2,955.60	3,151.59
4 Yard FEL @ 4x/week	2,981.02	3,201.64	3,440.76	3,687.08	3,940.80	4,202.12
4 Yard FEL @ 5x/week	3,726.26	4,002.05	4,300.95	4,608.85	4,926.00	5,252.65
6 Yard FEL @ 1x/week	\$ 1,030.60	\$ 1,106.86	\$ 1,189.54	\$ 1,274.69	\$ 1,362.40	\$ 1,452.74
32 Gal. FEL Toter @ 1x/week	\$ 26.88	\$ 29.27	\$ 31.83	\$ 34.48	\$ 37.20	\$ 40.00
2 - 32 Gal. FEL Toter @ 1x/week	53.75	58.54	63.66	68.96	74.40	80.00
3 - 32 Gal. FEL Toter @ 1x/week	80.61	87.81	95.49	103.44	111.60	120.00
64 Gal. FEL Toter @ 1x/week	56.28	62.92	69.99	77.26	84.76	92.48
96 Gal. FEL Toter @ 1x/week	85.71	94.62	104.15	113.96	124.06	134.47
4 Yard FEL RCY	\$ 81.89	\$ 87.95	\$ 94.52	\$ 101.29	\$ 108.25	\$ 115.43
4 Yard FEL Instabin	347.09	372.77	400.62	429.30	458.84	489.26

Bolinas Service Area
Rate Table for 4/1/2025 through 12/31/2029

Included CPI Adjustment	3.3%	3.3%	3.3%	3.3%	3.3%
Additional CPI Above (Sep-Aug Annual Avg vs. Prior Year Same Period plus prior Additional CPI Adjustments)	<u>0.0%</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
Total Increase	3.3%	3.3%	3.3%	3.3%	3.3%

Monthly Rate (unless otherwise indicated)	Current		Proposed			
	<u>1/1/2024</u>	<u>4/1/2025</u>	<u>1/1/2026</u>	<u>1/1/2027</u>	<u>1/1/2028</u>	<u>1/1/2029</u>
Extra Pick-Up:						
1.5 Yard FEL	\$ 79.32	\$ 85.19	\$ 91.55	\$ 98.11	\$ 104.86	\$ 111.81
2 Yard FEL	114.89	123.39	132.61	142.10	151.88	161.95
3 Yard FEL	150.61	161.75	173.84	186.28	199.10	212.30
4 Yard FEL	186.30	200.09	215.03	230.42	246.28	262.61
Extra Toter FEL CM	9.86	10.59	11.38	12.20	13.03	13.90

Special Services						
Bulky Item (after 2 free bulky item collections)	\$ 49.12	\$ 52.75	\$ 56.70	\$ 60.75	\$ 64.93	\$ 69.24
Freon Disposal Charge (per Item collected with Freon)	52.00	58.00	Pass-through Cost			

Debris Box Rates (per haul)						
20Y or 30Y Debris Box (includes 3 tons disposal) (Concrete and dirt - 20Y only with 50% and 40% max full respectively)	\$ 738.87	\$ 793.54	\$ 852.82	\$ 913.87	\$ 976.75	\$ 1,041.52
Haul only for RCY	\$ 524.72	\$ 563.55	\$ 605.64	\$ 649.00	\$ 693.65	\$ 739.65

Additional tons of material above included 3 charged as pass-through of amount paid,

Pe						
Trip Charge <i>(unable to service/no need for service with no notification)</i>	\$ 382.03	\$ 410.30	\$ 440.95	\$ 472.51	\$ 505.02	\$ 538.51
Haul Fee (no dump)	382.03	410.30	440.95	472.51	505.02	538.51
Box Rental (per Day over 7)	35.82	38.47	41.34	44.30	47.35	50.49
Monthly Box Rental	250.72	269.27	289.39	310.10	331.44	353.42
Compactor Cleaning	491.17	527.51	566.92	607.50	649.30	692.36

Items containing freon are no longer accepted at Redwood Landfill. RSM must take all freon items to Republic Services Landfill. The charge to dispose of the freon is \$58.00 per item. RSM seeks increase the freon cost to pass-through that charge.