

**SECOND AMENDMENT TO
SOLID WASTE MANAGEMENT SERVICES FRANCHISE AGREEMENT**

This Second Amendment ("Second Amendment") is entered into this 10th day of June, 2025, by and between the City of San Dimas, a municipal corporation, hereinafter referred to as "City", and USA Waste of California, Inc., a Delaware corporation dba Waste Management of San Gabriel/Pomona Valley, hereinafter referred to as "Contractor" to amend the Solid Waste Franchise Agreement made and entered into in the County of Los Angeles, State of California on October 31, 2017 ("Agreement") and the First Amendment to Solid Waste Management Services Franchise Agreement made and entered into in the County of Los Angeles, State of California on September 13, 2022 ("First Amendment") by and between City and Contractor (collectively, the Agreement and First Amendment shall be referred to as "Existing Agreement"). All terms used herein shall, unless otherwise defined, have the meaning ascribed to them in the Agreement.

Recitals

WHEREAS, City approved the Agreement on October 31, 2017,

WHEREAS, City approved the First Amendment to the Agreement on September 13, 2022,

WHEREAS, City and Contractor desire to amend the Existing Agreement to change the months in which the service component is calculated to allow City adequate time to review the proposed rate adjustment prior to the implementation of the proposed rates,

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, generators, haulers, solid waste facilities, and other entities to support achievement of statewide organics wastes disposal reduction targets,

WHEREAS: SB 1383 requires City to implement collection programs, meet processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, City has chosen to delegate some of its responsibilities to the Contractor, acting as City's designee, through this Second Amendment,

WHEREAS, both parties have, in good faith, negotiated changes to the Existing Agreement necessary to support City's compliance with SB 1383, as set forth herein.

NOW, THEREFORE, for good and valuable consideration and for the foregoing recitals and the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

1. Section 5.1 (Term) of the Existing Agreement is hereby amended to read as follows:

The term of this Existing Agreement commences on January 1, 2018 and shall be in effect until the close of business on December 31, 2030.

2. Section 6.1 (Commercial/Industrial Collection) of the Existing Agreement is hereby amended to read as follows:

6.1 Solid Waste Bin Service. Contractor will provide permanent and temporary bin service to commercial/industrial accounts that request these services. After the execution date of this Second Amendment, all new commercial/industrial accounts shall be provided with solid waste, recyclable material, and organics waste bins, with the exception of commercial/industrial accounts for whom the City issues an organics waste recycling waiver ("waiver") pursuant to SB 1383. Contractor will

collect and remove all solid waste, recyclable material, and organics waste that is placed in bins from every commercial/industrial account receiving bin service, at least once every week, or more frequently if required to handle the waste stream of the commercial/industrial premises where the bins are located. Contractor will deliver and collect temporary bins at the direction of the commercial/industrial account. Special consideration will be given when determining the pickup area to ensure that the flow of traffic is not impeded. The designated collection location, if disputed by the commercial/industrial account or Contractor, shall be determined by the C.M. Additionally, if in the C.M.'s opinion the location of an existing collection location is inappropriate for aesthetic or safety reasons, the C.M. may require the commercial/industrial account or Contractor to relocate the collection location.

Contractor shall, upon request, assist commercial/industrial accounts in assessing if they qualify for a waiver pursuant to Public Resources Code Section 42652 ("SB 1383"). Contractor shall provide such assistance as may be necessary for the City to evaluate any application submitted for such a waiver and providing City with any information or data regarding the commercial/industrial account's premises, service levels, or other factors which may be necessary to enable City to evaluate a waiver request.

City shall provide Contractor with a copy of any waiver it grants. Waivers granted after related services have commenced for a commercial/industrial account shall become effective five (5) working days after Contractor receives notice of such waiver from the City, in order to allow sufficient time for Contractor to adjust services for a commercial/industrial account. Contractor shall perform a review of waivers at the request of the City and as may be necessary to enable the City to determine if the criteria by which the waiver was granted is still applicable. Contractor shall document any ongoing activity Contractor undertakes in connection with this section and provide data related to ongoing eligibility for a waiver in its customer service database. A summary of such information shall be

provided by Contractor, in a form reasonably acceptable to City along with Contractor's quarterly and annual reports to City.

3. Subsections of 6.6 (Recyclable Material and Organics Waste Collection) of the Existing Agreement are hereby amended to read as follows:

6.6.2 Contractor shall collect and remove all recyclable material and organics waste placed in containers from every commercial/industrial premises receiving recyclable material and organics waste collection service, at least once every week or more frequently if required to handle the materials generated by the commercial/industrial premises where the container or containers are located.

6.6.3 Recyclable Material Collected. Contractor and City agree that the list of materials to be collected in the commercial/industrial recycling program as set forth in Exhibit 2 shall be reviewed from time to time and may be modified by the mutual agreement of both parties.

6.6.4 Under Public Resources Code Sections 42649.2 (AB 341), 42649.81 (AB 1826), and 42652 (SB 1383), commercial/industrial premises are required to arrange for collection of recyclable material and organics waste. Contractor shall make good faith efforts to assist the City to implement the requirements of Public Resources Code Sections 42649.2 (AB 341), 42649.81 (AB 1826), and 42652 (SB 1383), including the education, outreach, and monitoring requirements of those laws.

Contractor shall make information available to commercial/industrial customers related to Contractor's commercial/industrial organics waste recycling program and recyclable materials program and shall promote said programs through Contractor's website, mailers, brochures, billing inserts, email content, social media, and online announcements. Contractor agrees to identify all commercial/industrial customers subject to the requirements of AB 341, AB 1826,

and SB 1383, and provide periodic on-site visits to such commercial/industrial accounts to offer and promote recyclable material and organics waste collection services as required, attempt to resolve any logistical detriments to providing these services, and notify and request assistance from the City for potential follow up action where there is a repeated refusal to implement these services._

6.6.5 Plastics and Compostable Plastics in the Commercial/Industrial Organics Waste Program. As of the effective date of this Second Amendment, the commercial/industrial accounts organics waste recycling program does not accept plastics or compostable plastics. Accordingly, Contractor may prohibit commercial/industrial accounts from placing plastic bags, including plastic compostable bags, in organics waste containers. If the approved facility to which organics waste is delivered changes to one that accepts plastics or compostable plastics, or if the currently approved facility begins to accept plastics or compostable plastics, Contractor shall allow commercial/industrial accounts to place plastic bags in organics waste containers that comply with all applicable laws and meet such criteria as deemed acceptable to the approved facility.

4. Section 6.7.4 (Record of Non-Collection; Contamination) of the Existing Agreement is hereby amended to read as follows:

6.7.4.1 Record of Non-Collection. When solid waste, recyclable material, or organics waste is not collected by Contractor, a tag will be fastened to the container, which is the least 2-7 /8", by 5-3/4" in size indicating the reason for non-collection. In addition to a record of non-collection tag, Contractor shall also provide notice thereof to the applicable customer by delivering the notice by mail, electronic mail, text, or other electronic means as approved by the City. Reasons for non-collection may include the presence of hazardous waste or hazardous substances in the container, materials placed in plastic bags or otherwise not in the required containers, blocked containers, the commingling of recyclable

material or organics waste with non-recyclable solid waste, or overfilling of a roll-off box such that it would cause a violation of applicable weight restrictions. Contractor will maintain a log that shall contain the name and address of each commercial/industrial account where solid waste is tagged and the date such tagging. The log will be maintained for inspection by the C.M. and the reporting requirements outlined in Article 12.

6.7.4.2. If the recyclable material container or organics waste container was not collected due to excessive contamination of ten percent (10%) or more (with either hazardous waste, solid waste or non-organics waste in the organics waste container, or hazardous waste, solid waste, green waste or non-recyclable material in the recycling container), Contractor shall document the contaminated container in a manner that complies with the applicable laws, which may be with its Smart TruckSM system, which shall at a minimum demonstrate: (i) ten percent (10%) or more of the contents of the container is comprised of materials other than that for which the container is designated, and (ii) the identity of the customer to whom the container was provided by Contractor. Contractor shall record such event in a computer logging/data-base system and include the date, time, customer's address, type of container (i.e., whether designated for general solid waste, organics waste, or recyclable materials) as well as video or photographic evidence of the contamination directly connecting it to the customer/owner of the container. Contractor shall retain the video/photographic evidence of the incident to enable reasonable review, including review in connection with a customer's challenge to Contractor's determination that customer set out a contaminated container for collection.

Contractor shall notify the customer of the contaminated container incident as soon as reasonably feasible, as detailed below. In addition, Contractor shall provide the customer with educational materials related to the appropriate items to be placed in each container. Contractor shall maintain the forgoing records and provide them to the City as part of its quarterly reporting, or more frequently if

necessary to comply with City's enforcement obligations set forth in applicable laws.

The Contractor's notification shall provide the following information to the customer:

- a. The reason for non-collection was because the contents could not be recycled due to the presence of excessive amounts of non-recyclable material and/or non-organics waste in the container;
- b. What materials are and are not to be placed in the recyclable material container or organics waste container;
- c. That a subsequent incident of contamination may result in non-collection, the imposition of a contamination fee, and, where warranted, requiring additional or larger-sized solid waste containers or additional collection frequency at an additional cost to customer; and
- d. A phone number in case the customer has any questions.

In lieu of tagging and non-collection due to excessive contamination of the recyclable material container or organics waste container, Contractor may elect to collect the container as solid waste and charge the commercial/industrial customer a contamination fee. Where such evidence was presented to the commercial/industrial account, and Contractor documents another instance of excessive contamination within one (1) year of such presentation, Contractor is authorized to charge a contamination fee, deliver the next larger-sized container to the commercial/industrial account or increase service frequency, and adjust the service rate accordingly. Contractor will maintain a log listing all commercial/industrial accounts where excessive contamination was observed, and actions taken in response by Contractor, which shall be maintained for inspection by the C.M. and the reporting requirements outlined in Article 12. In addition, Contractor will provide the C.M. with verbal and written notification prior to delivering the next larger-sized container or increasing service frequency, and adjusting the service rate at a commercial/industrial account.

6.7.4.3 Contamination Monitoring. Beginning at the execution of this Second Amendment and annually thereafter, Contractor shall conduct annual hauler route reviews of commercial/industrial customers per the requirements of Subsection 6.7.4.3.1 below and annual hauler route reviews of residential customers per the requirements of Subsection 7.8.1.3.1 for compliance with the City's collection program and container contamination monitoring.

6.7.4.3.1 Annual Hauler Route Review. Contractor shall annually monitor the contents of containers using a hauler route review methodology that complies with the requirements of 14 California Code of Regulations Section 18984.5(b). Contractor shall visually inspect the contents of a reasonably representative number of containers per hauler route, as directed and approved by City, to search for contamination. The containers shall be randomly selected by a method approved by City. For example, Contractor may accomplish this by conducting reviews of the Containers using WM Smart TruckSM, by which Contractor records and saves images of the contents of containers and thereafter reviews such records for purposes of contamination monitoring.

After the execution of this Second Amendment, Contractor shall submit its proposed hauler route review methodology no later than January 15 of the following calendar year. The proposed methodology shall describe Contractor's schedule for performance of the hauler route review, a plan for container inspections, and a 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 and Contractor may commence with the proposed methodology upon approval. If City notifies Contractor that CalRecycle has indicated to the City the methodology is inadequate to meet the requirements of SB 1383, Contractor shall, at its sole expense, revise the methodology and, after obtaining City approval, conduct additional hauler route reviews, increased container

inspections, or implement other changes using the revised procedure.

City may request, and Contractor shall accept, modifications to the schedule to permit observation by City. In addition, Contractor shall provide email notice to City no less than ten (10) business days prior to each scheduled hauler route review that includes the specific time(s), which shall be within the City's normal business hours, and location(s).

Contractor shall document contamination with still pictures or video through the use of WM Smart TruckSM, and may use pictures and video for educational purposes, and will notify the customer of the contamination by following the applicable procedures specified in Sections 6.7.4.1 and 6.7.4.2.

5. Section 7.4 (Green Waste Cart Service) of the Existing Agreement is hereby amended to read as follows:

7.4.1. Contractor will provide weekly cart service for collection of organics waste to all residential premises receiving cart service for solid waste, on the same day as solid waste collection. Contractor will provide each residential premise one 96-gallon organics waste cart, but may provide smaller 64-gallon or-35 gallon carts where required by space limitations at a residential premise or physical limitations of the customer.

7.4.2 Accounts may obtain additional organic waste carts at the rate set forth in Exhibit 1.

7.4.3. Residential accounts with a driveway exceeding seventy-five feet in length or with a steep slope may, upon request, receive three 35-gallon organics waste carts in exchange for the 96-gallon cart. Other residential accounts will be allowed to exchange the organics waste cart for another size at no charge.

7.4.4 The designated collection location of carts, if disputed by the account or Contractor, will be determined by the C.M. Additionally, if in the C.M.'s opinion the existing collection location is inappropriate, the C.M. may require the account or Contractor to relocate the collection location.

6. Section 7.6 (Recyclable Material and Organics Waste Collection) of the Existing Agreement is hereby amended to read as follows:

7.6.1 Contractor will provide recyclable material and organics waste collection service using bins or carts, as appropriate, to all residential accounts receiving bin services at the rates set forth in Exhibit 1.

7.6.2 Contractor shall collect and remove all recyclable material and organics waste placed in containers from every residential premises receiving recyclable material and organics waste collection service, at least once every week or more frequently if required to handle the materials generated by the residential premises where the container or containers are located.

7.6.3 The designated collection location of containers, if disputed by the account or Contractor, will be determined by the C.M. Additionally, if in the C.M.'s opinion the existing collection location is inappropriate, the C.M. may require the account or Contractor to relocate the collection location.

7.6.4 Recyclable Material Collected. Contractor and City agree that the list of materials to be collected in the residential recycling program as set forth in Exhibit 2 shall be reviewed from time to time and may be modified by the mutual agreement of both parties.

7.6.5 Under Public Resources Code Sections 42649 .2 (AB 341), 42649 .81 (AB

1826), and 42652 (SB 1383), multi-family residential premises are required to arrange for collection of recyclable material and organics waste. Contractor shall make good faith efforts to assist the City to implement the requirements of Public Resources Code Sections 42649.2 (AB 341), 42649.81 (AB 1826), and 42652 (SB 1383), including the education, outreach, and monitoring requirements of those laws.

Contractor agrees to provide such assistance, and more specifically to identify all residential customers subject to the requirements of AB 341, AB 1826, and SB 1383, provide periodic on-site visits to such premises, to offer and promote recyclable material and organics waste collection services as required, attempt to resolve any logistical detriments to providing these services, and notify and request assistance from the City for potential follow up action where there is a repeated refusal to implement these services. Contractor shall make information available to residential customers related to Contractor's residential organics waste recycling program and recyclable materials program and shall promote said program through its website, mailers, brochures, billing inserts, email content, social media, and online announcements.

7.6.6 Plastics and Compostable Plastics in Residential Organics Waste Program. As of the effective date of this Second Amendment, the residential accounts organics waste recycling program does not accept plastics or compostable plastics. Accordingly, Contractor may prohibit residential accounts from placing plastic bags, including plastic compostable bags, in organics wastes containers. If the approved facility to which organics waste is delivered changes to one that accepts plastics or compostable plastics, or if the currently approved facility begins to accept plastics or compostable plastics, Contractor shall allow residential accounts to place plastic bags in organics waste containers that comply with all applicable laws and meet such criteria as deemed acceptable to the approved facility.

7. Section 7.8.1 (Record of Non-Collection) of the Existing Agreement is hereby amended to read as follows:

7.8.1.1. When solid waste is not collected by Contractor, a tag will be fastened to the container, which is the least 2-7/8", by 5-3/4" in size indicating the reason for non-collection. In addition to a record of non-collection tag, Contractor shall also provide notice thereof to the applicable customer by delivering the notice by mail, electronic mail, text or other electronic means. Reasons for non-collection may include the presence of hazardous waste or hazardous substances in the container, materials placed in plastic bags or otherwise not in the required containers, placement of palm fronds or large tree trunks or limbs into the organics waste cart, the commingling of recyclable material or organics waste with nonrecyclable solid waste, blocked containers, or the compacting of solid waste in such a manner that the contents of a container will not of their own weight fall out of the container when it is turned upside down. Contractor will maintain a log that shall contain the name and address of each account where solid waste is tagged and the date such tagging. The log will be maintained for inspection by representatives of the City upon request and the reporting requirements outlined in Article 12.

7.8.1.2. If the recyclable material container or organics waste container was not collected due to excessive contamination of ten percent (10%) or more (with either hazardous waste, solid waste non-organics waste in the organics waste container, or hazardous waste, solid waste, green waste, or non-recyclable material in the recycling container) Contractor shall document the contaminated container in a manner that complies with the applicable laws, which may be with its WM Smart TruckSM system, which shall at a minimum demonstrate: (i) ten percent (10%) or more of the contents of the container is comprised of materials other than that for which the container is designated, and (ii) the identity of the customer to whom the container was provided by Contractor. Contractor shall record such event in a

computer logging/data-base system and include the date, time, customer's address, type of container (i.e., whether designated for general solid waste, organics waste, or recyclable materials) as well as video or photographic evidence of the contamination directly connecting it to the customer/owner of the container. Contractor shall retain the video/photographic evidence of the incident to enable reasonable review, including review in connection with customer's challenges to contractor's determination that Customer set out a contaminated container for collection.

Contractor shall notify the customer of the contaminated container incident as soon as reasonably feasible, as detailed below. In addition, Contractor shall provide the customer with educational materials related to the appropriate items to be placed in each container. Contractor shall maintain the forgoing records and provide them to the City as part of its quarterly reporting, or more frequently if necessary to comply with City's enforcement obligations set forth in the applicable laws.

The Contractor's notification shall provide the following information to the customer:

- a. The reason for non-collection was because the contents could not be recycled due to the presence of excessive amounts of non-recyclable material and/or non-organics waste in the container;
- b. What materials are and are not to be placed in the recyclable material container or organics waste container;
- c. That a subsequent incident of contamination may result in non-collection, the imposition of a contamination fee, and, where warranted, requiring additional or larger-sized solid waste containers or additional collection frequency at an additional cost to customer; and,
- d. A phone number in case the customer has any questions.

In lieu of tagging and non-collection due to excessive contamination of the recyclable material container or organics waste container, Contractor may elect to collect the container as solid waste and charge the residential customer a

contamination fee. Where such evidence was presented to the residential account, and Contractor documents two instances of excessive contamination within one (1) year of such presentation, Contractor is authorized to charge a contamination fee upon the third instance, deliver the next larger-sized container to the residential account., and adjust the service rate accordingly. Contractor will maintain a log listing all residential accounts where excessive contamination was observed, and actions taken in response by Contractor, which shall be maintained for inspection by the C.M. and the reporting requirements outlined in Article 12. In addition, Contractor will provide the C.M. with verbal and written notification prior to delivering the next larger-sized container or increasing service frequency, and adjusting the service rate at a residential account.

7.8.1.3 Contamination Monitoring. Beginning at the execution of this Second Amendment and annually thereafter, Contractor shall conduct annual hauler route reviews of commercial/industrial customers per the requirements of Section 6.7.4.3.1 and annual hauler route reviews of residential customers per the requirements of Subsection 7.8.1.3.1 below for compliance with the City's collection program and container contamination monitoring.

7.8.1.3.1 Annual Hauler Route Review. Contractor shall provide ongoing monitoring of the contents of containers using a hauler route review methodology that complies with the requirements of 14 California Code of Regulations Section 18984.5(b). Contractor shall visually inspect the contents of a reasonably representative number of containers per hauler route, as directed and approved by City, to search for contamination. The containers shall be randomly selected by a method approved by City. For example, Contractor may accomplish this by conducting reviews of the containers using WM Smart TruckSM, by which Contractor records and saves images of the contents of containers and thereafter reviews such records for purposes of contamination monitoring.

After the execution of this Second Amendment, Contractor shall submit its proposed hauler route review methodology no later than January 15 of the following calendar year. The proposed methodology shall describe Contractor's schedule for performance of each hauler route's annual review, plan for container inspections, and it's a 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 and Contractor may commence with the proposed methodology upon approval. If City notifies Contractor that CalRecycle has indicated to the City the methodology is inadequate to meet the requirements of SB 1383, Contractor shall, at its sole expense, revise the methodology and, after obtaining City approval, conduct additional hauler route reviews, increased container inspections, or implement other changes using the revised procedure.

City may request, and Contractor shall accept, modifications to the schedule to permit observation by City. In addition, Contractor shall provide email notice to City no less than ten (10) business days prior to each scheduled hauler route review that includes the specific time(s), which shall be within the City's normal business hours, and location(s).

Contractor shall document contamination with still pictures or video through the use of WM Smart TruckSM, and may uses pictures and video for educational purposes, and will notify the customer of the contamination by following the applicable procedures specified in Sections 7.8.1.1 and 7.8.1.2.

8. Article 8 (City Facilities) of the Existing Agreement is hereby amended to read as follows:

Contractor will provide solid waste, recyclable material, and organics waste collection services at the City facilities identified in Exhibit 3, and any additional

facilities upon request of City at no additional cost. Collection services at City offices will include providing a container for the collection of batteries, office paper, and fluorescent light bulbs.

9. Article 10 (Education and Public Awareness) of the Existing Agreement is hereby amended to read as follows:

10.1 General. Contractor acknowledges that education and public awareness are essential elements of efforts to achieve AB 939, AB 341, AB 1826, and SB 1383 requirements. In cooperation with the City, Contractor shall regularly identify opportunities for, barriers to, and incentives for organics waste recycling, and shall engage in customer education and outreach related to organics waste recycling to facilitate City's compliance with the City's obligation to conduct outreach and education as set forth in the applicable laws, including AB 939, AB 341, AB 1826, SB 1383, and all implementing regulations. The method(s) by which Contractor contacts Customers for these purposes, unless otherwise specified, may be by any reasonable means Contractor desires (which may include direct mail, email, telephone calls, site visits and/or such other methods as Contractor reasonably deems appropriate), provided that such customer education and outreach methods result in compliance with all applicable laws.

Accordingly, Contractor will implement a public education program to expand public and customer awareness concerning the necessity for methods of reducing, reusing, and recycling solid waste. Contractor must cooperate fully with City in this regard. The detailed public education program is included as Exhibit 4 to this Existing Agreement. By November 1 of each year, Contractor will submit a revised public education program for the upcoming twelve (12) month period for review and approval by the C.M. At a minimum, the public education program will consist of two (2) mailers each year to all commercial/industrial accounts describing recycling and organics waste services with follow up calls to commercial/industrial accounts most likely to generate high volumes of recycled materials and organics waste, and two (2) mailers each year to all residential

accounts consisting of a newsletter, a fact sheet describing available services, the rates for services, and the holiday pickup schedule. In addition, the public education program will include events to promote recycling and other diversion techniques at public schools located in the City. The information submittal required under Section 22.2 may be included as part of Contractor's public education program.

10.2. Community Events. At the direction of the C.M., Contractor will participate in, promote recycling and other diversion techniques, and provide recycling and organics waste containers at community events and designated local activities. This participation would normally include providing educational information promoting the goals of the City's solid waste diversion and recycling program.

10.3. Waste Generation/Characterization Studies; CalRecycle Report. Contractor acknowledges that the City may be required periodically to perform solid waste generation and disposal characterization studies to comply with AB 939, facility evaluations as required under SB 1383, 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 at no additional cost to the City. Contractor will prepare the initial draft of the annual diversion report submitted to the California Department of Resources Recycling and Recovery ("CalRecycle") to City, sufficiently in advance of the due date to allow for timely submission by the City to the CalRecycle.

10. Section 11.4.4 (Bin Specifications) of the Existing Agreement is hereby amended to read as follows:

Contractor will provide bin containers for collection of solid waste, the collection of recyclable material, and for the collection of organics waste, as appropriate for individual residential or commercial/industrial accounts. Contractor must maintain

its bins in a clean and sound condition, free from putrescible residue. Bins must be equipped with reflectors to enhance visibility. Bins must be constructed of heavy metal, or other durable material, and must be water resistant and well painted. Wheels, forklift slots, and other appurtenances, which are designed for movement, loading, or unloading of the bin, must be maintained in good repair. Repairs or graffiti removal requested by an account must be completed within two (2) business days of Contractor's receipt of the request.

11. Section 11.8 (End Uses for Green Waste) of the Existing Agreement is hereby amended to add the following:

End Uses for Organics Waste. Contractor will use reasonable efforts to divert from disposal organics waste collected through curbside collection, and through holiday tree collections. Contractor will also use reasonable efforts to provide end uses for organics waste that maximize diversion credits for the City in accordance with regulations established by CalRecycle.

Contractor shall serve as a direct service provider for City in procuring and brokering compost or mulch to meet the City's annual SB 1383 recovered organics waste product procurement target, for each calendar year, or portion thereof, through the term of the Existing Agreement. Contractor shall annually facilitate the procurement of approximately two thousand seven hundred twenty (2,720) tons of compost or mulch that meets the requirements of 14 CCR Section 18993.1(f)(1) and 14 CCR Section 18993.1(f)(4), respectively. City and Contractor shall meet each November, unless otherwise provided below, to discuss City's procurement target and discuss the upcoming allocation of organic wastes product procurement, whether wholly or partially met through a direct service provider arrangement.

Upon a request for SB 1383 implementation record by a Regulator or the City, Contractor shall provide City and Regulator with copies of invoices and other records required by SB 1383 to evidence procurement of compost or mulch in

accordance with Article 12.

Contractor shall perform this service at no additional cost to the City for the remaining term of this Agreement, unless there are demonstrable and material changes to Contractor's costs in procuring organic waste products to meet City's procurement target or where changes in applicable laws demonstrably and materially impact Contractor's cost of providing this service. In such a case, Contractor may request a rate adjustment as set forth in Section 22.6.2 for the City's reasonable consideration.

12. Section 11.9 (Transportation of Solid Waste) of the Existing Agreement is hereby amended to read as follows:

Transportation of Solid Waste. Contractor must transport all solid waste collected to a permitted transfer station or disposal site. Contractor must transport all recyclable materials collected to a permitted material recovery facility ("MRF"). Contractor must transport all organics waste it collects to a permitted organic waste processing facility where it is processed in a manner in accordance with 14 CCR Section 18983.1(b). Should there be a need to change the organic waste processing facility due to a change in applicable law or as may be directed by the City, then Contractor may request an extraordinary rate adjustment in accordance with Section 22.6.2. Contractor will use reasonable efforts to divert recyclable material from landfill disposal. Contractor will maintain and, upon request, provide the City with complete, accurate, and up-to-date records of the quantities of solid waste transported to the transfer station, MRF, organic waste processing facility, or disposal site, and must cooperate with the City in any audits or investigations of those quantities.

13. Section 12.2 (Reporting) of the Existing Agreement is hereby amended to read as follows:

12.2.1 General Reporting. Contractor shall maintain records and data relating to the performance of this Existing Agreement in forms that facilitate preparation of useful reports, and the efficient transfer of needed data. All reports and data shall be adequate to enable the City to:

- a. Meet current reporting requirements to CalRecycle, including but not limited to AB 939, AB 341, AB 1826, and SB 1383.
- b. Monitor the individual SB 1383 compliance of the Contractor's commercial/industrial and residential customers.
- c. Evaluate progress toward the City's waste diversion and climate goals.
- d. Evaluate customer service and complaints.
- e. Evaluate customer billing and service information.

The Contractor may propose report formats that are responsive to the City's objectives, and in a format compatible with the City's computers and software, or any format reasonably specified by the City's software company. The City and Contractor shall cooperate and discuss reasonable modifications to the format of reports submitted by the Contractor, should City request any modifications during the term. The Contractor shall submit all reports by electronic means. The City reserves the right to require Contractor to periodically transfer customer data to a City selected web-based software platform at no additional cost to City, subject to applicable law regarding consumer privacy protections and cybersecurity.

12.2.2 Quarterly Reports. Contractor shall submit quarterly reports required by this Agreement or applicable law within forty-five (45) calendar days after the end of each quarter. The City reserves the right to request the content of quarterly reports in a monthly format, in response to a request from CalRecycle, and Contractor shall submit the reports in alignment with the deadline for a request from CalRecycle. Quarterly reports shall include, at a minimum, the following information:

- a. The amount in tons of material collected by the Contractor for the month, sorted by type of material (solid waste, recyclable materials, organics waste, bulky waste, etc.) and type of customer (residential, commercial/industrial, etc.).
- b. The number of tons taken during the month to each facility and where the tons were processed or disposed.
- c. A summary of residential accounts customer information, including:
 - i. The number of customers subscribed to each cart or bin size.
 - ii. The number of bulky waste collections performed during the month.
 - iii. A summary of the number of missed pickups.
 - iv. A list of delinquent accounts.
 - v. A summary of information recorded in the Contractor's Complaint log.
- d. A summary of commercial/industrial customer information, including for each type of customer:
 - i. Total number of commercial/industrial customers.
 - ii. Number of each type of account subject to (i.e. 'covered') AB 341 and AB 1826.
 - iii. Number of accounts compliant and non-compliant with SB 1383 via participation in Contractor's recycling and organics waste programs.
 - iv. A list of all customers not in compliance with mandatory three-container service, in accordance with applicable law and SB 1383.
 - v. Number of customers with waivers by type of waiver (de minimis or physical space).
 - vi. The total number of containers disposed due to the observation of contamination.

- vii. Number of annual hauler route reviews conducted during the quarter, per Section 6.7.4.3.1, with a summary of the results.
- e. A summary of customers with industrial roll-off collection service information, including:
 - i. The number of loads hauled by type of customer (permanent, temporary, or construction and demolition waste).
 - ii. By material type.
- f. A summary of contamination monitoring activities, including:
 - i. Results of route reviews performed during that quarter;
 - ii. Results of waste evaluations or waste characterizations performed during that quarter, if performed by Contractor;
 - iii. A list of all customers issued warning notices for contamination; and,
 - iv. A list of all customers assessed contamination fees, if applicable.
- g. Quarterly status of the Contractor's public education and outreach activities;
- h. A narrative summary of any problems encountered (including scavenging) during the month and actions taken with recommendations for the City, as appropriate.
- i. Complaints regarding non-compliance with SB 1383.
- j. The City reserves the right to request additional reports from the Contractor as may be reasonably requested by CalRecycle or applicable law.

12.2.3 Annual Operational Reports.

A. General. In addition to the quarterly reporting requirements in Section 12.2.2 above, the Contractor shall provide an "Annual Report," covering the most recently completed calendar year. The Annual Report is to be essentially in the form and content of the monthly reports, but shall also include:

1. Collection and Subscription Report.

- a. A summary of all data provided in the tonnage report section, including quarterly and annual totals and averages.
- b. The type(s) of collection service(s) provided, a list of all hauler routes serviced, and a record of the addresses served on each hauler route.
- c. A summary of customer subscription data, including the number of accounts; the total number of customers enrolled with Contractor for service, listed separately by service level and container type (cart, bin, and roll-off box service), separately by residential customer, multi-family complex customer, and commercial/industrial customers, and separately for solid waste, recyclable materials, and organics waste;
- d. A detailed list of residential customer, multi-family complexes, and commercial/industrial customer information, including solid waste, recyclable materials, and organics waste service levels, customer type, and customer service addresses reflecting customer service levels as of January 1 (for the year in which the report is submitted).
- e. The total number of waivers recommended by Contractor and approved by City in the year, including the customer name and address for each waiver, conducted pursuant to Section 61.
- f. Recyclable materials tonnage recovered, by commodity, and processing residue tonnage disposed, listed separately by material type collected and solid waste, recyclable materials, and organics waste facility(ies) used.

2. Processing Facility Report.

- a. Temporary Equipment or Operations Failure Waivers: If the Contractor is granted a processing facility temporary equipment or operational failure waiver, the Contractor shall include the following documents and information in accordance with Article 12 of the Existing Agreement:
 - i. The number of days the processing facility temporary equipment waiver or operation failure waiver was in effect.

- ii. Copies of any notifications sent to the City pursuant to Article 12 of the Existing Agreement, and copies of City notices to Contractor.
 - iii. Documentation setting forth the date of issuance of the waiver, the timeframe for the waiver.
 - iv. A record of the tons of recyclable materials, organics waste, and/or solid waste redirected to an alternative facility or disposed of as a result of the facility waiver, recorded by collection vehicle or transfer vehicle number/load, date, and weight.
- b. Quarantined Organics Waste: A record of all compliance agreements for quarantined organics waste that are disposed of, including the name of customer, date issued, location of final disposition, and the amount of quarantined organics waste that was required to be disposed at a landfill.

3. Public Education and Outreach Report.

- a. A copy of all education and outreach materials provided to customers, or otherwise used for education and outreach efforts in accordance with Article 10 of the Agreement, including, but not limited to: flyers, brochures, newsletters, invoice messaging/billing inserts, and website and social media postings.
- b. A record of the date and to whom the information was disseminated, or direct contact made, in the form of a list that includes: the customer's name or account name, the type of education or outreach received; the distribution date, and the method of distribution.
- c. The number of organics waste customers that received information and the type of education and outreach used.
- d. For any mass distribution through mailings or bill inserts, the Contractor shall maintain a record of the date, a copy of the information distributed, and the type and number of accounts that received the information.
- e. A copy of electronic media, including the dates posted of social media posts,

e-mail communications, or other electronic messages.

4. Compliance Monitoring and Enforcement Report.

- a. A summary of the total number of SB 1383 non-compliance complaints that were received and investigated, and the number of notices of violation issued based on investigation of those complaints.
- b. The total number of Contractor route reviews conducted pursuant to Sections 6.7.4.3.1 and 7.8.1.3.1 of the Existing Agreement.
- c. Documentation demonstrating Contractor procured sufficient quantities of compost or mulch, to meet the City's per capita annual recovered organic waste product procurement requirement contained in SB 1383 as required under Section 11.8 of this Agreement.

14. Section 22.6.1.1 (Service Component) of the Existing Agreement is hereby amended to read as follows:

Service Component. The Service Component comprises seventy-five percent (75%) of the overall rates. The Service Component shall be adjusted annually by the percentage change in the Consumer Price Index, series CUURS49ASA0, All items in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI"), by calculating the average of the changes in the CPI between each month during the June to May period immediately preceding the date of the rate adjustment and the same month in the preceding year. Notwithstanding the above, no annual maximum adjustment to the Service Component shall exceed a total of five percent (5%) for any given annual adjustment nor decreased (reduced more than zero percent (0%)). To the extent that a rate increase or decrease otherwise allowable is not granted due to this limitation, any excess above five percent (5%) or any decrease, as the case may be, shall be rolled over and applied to subsequent annual maximum adjustments

of the Service Component until fully utilized.

15. Unaffected Provisions Remain in Full Force.

All provisions of the Existing Agreement except for those expressly amended by this Second Amendment, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, City and Contractor have executed this Second Amendment as of the Effective Date.

CITY OF SAN DIMAS

ATTEST:

By: 

Brad McKinney

Debra Black

CITY CLERK

Title: CITY MANAGER

Date: 07/28/2025

APPROVED AS TO FORM:


Jeff Malawy

Jeff Malawy (Jul 25, 2025 11:58:47 PDT)

Jeff Malawy

CITY ATTORNEY

USA WASTE OF CALIFORNIA, INC., a
Delaware corporation

By: 
Michael Hammer (Jul 25, 2025 10:26:41 PDT)

Michael Hammer

Title: PRESIDENT-SOUTHERN
CALIFORNIA AREA

Date: 07/25/2025
