

FIRST AMENDMENT TO FRANCHISE AGREEMENT

THIS FIRST AMENDMENT (the “Amendment”), dated as of October 22, 2024, is made by and between the City of Millbrae (“City”) and South San Francisco Scavenger Co., Inc., a California corporation (“Company”), with reference to the following:

WHEREAS, City and Company are parties to that certain Franchise Agreement Between South San Francisco Scavenger Co., Inc. and the City of Millbrae for the Collection and Disposal of Solid Waste dated November 10, 2009 (attached as “***Exhibit A***” and hereinafter the “Agreement”); and

WHEREAS the parties wish to amend the term of the Agreement and make certain other changes, on the terms herein;

NOW, THEREFORE, in and for the mutual covenants herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows to Amendments to the Agreement (***Exhibit A***):

1. Section 2.2 of Article II of the Agreement is hereby deleted and replaced with the following:

2.2. Term of Agreement

The term of this Agreement shall be for a period of fifteen (15) years beginning on October 31, 2024 and ending on October 31, 2039. Provided that Company shall then be in material compliance with the terms of this Agreement, the term of this Agreement shall be automatically extended for one (1) additional year on October 31, 2024 and on October 31 of each succeeding year so that the remaining term of this Agreement shall always be fifteen (15) years. The annual one (1) year extension described above may be terminated by either party in its sole discretion, without cause, by providing written notice to the other party (a “Notice of Non-Extension”) prior to such annual extension. Such Notice of Non-Extension shall cause the succeeding one (1) year extension not to occur, and the term of this Agreement shall end fifteen (15) years after the effective date of the Notice of Non-Extension.

2. Section 6.5.1 shall be added to Article VI (“Services and Operations of Company”) as follows:

6.5.1 Multi-Family Cleanups

The Company shall provide customers in Multi-Family Residential Properties the opportunity to arrange by appointment for two (2) extra collections per calendar year at any time during the calendar year. Cleanups shall be by appointment only and are subject to availability, but in no case shall Company fail to set appointment within 60 days of any request. To be eligible for this service, the Multi-Family Residential Property account holder must meet the following requirements:

- (a) Property must have 20 living units or less;
- (b) Property must have adequate levels of service and be compliant with SB 1383;
- (c) Account holder (owner, manager, HOA or other authorized representative) must provide a safe, accessible area for appropriately sized debris box(es), and must designate someone who lives on-site to monitor proper use of the debris box(es);
- (d) Account holder will be responsible for costs associated with overloads or prohibited material

Debris boxes will be provided according to the number of living units on the property as follows:

- (e) 5-7 unit property = 14 cubic yard roll-off;
- (f) 8-10 unit property = 20 cubic yard roll-off;

- (g) 11-15 unit property = 30 cubic yard roll-off
- (h) 16-20 unit property = 2-20 cubic yard roll-offs

3. Section 6.9 shall be added to Article VI (“Services and Operations of Company”) as follows:

6.9 No-Charge Drop-Off

Millbrae residents may bring E-Waste, cardboard, cooking oil, household batteries, and fluorescent lamps to Blue Line Transfer, Inc. located at 500 East Jamie Court, South San Francisco, CA 94080. There will be no charge to any Millbrae resident when proof of residency is provided (driver’s license and utility bill). The following additional rules and limitations apply:

- (a) Load must not be mixed with other waste, and load must be secure upon arrival;
- (b) E-Waste is any waste as defined pursuant to this Agreement, or any item added to the description of “e-waste” by the California Department of Toxic Substances Control after this Amendment takes effect;
- (c) Cardboard must be clean and dry but shall not be otherwise subject to size or amount limitations;
- (d) Used cooking oil must be delivered in original or similar container with a secure lid, and shall be limited to 5 gallons per resident per day;
- (e) Household batteries must have clear tape over terminals on 9-volt and lithium type batteries, and shall be limited to one 1-gallon bag per resident per day;
- (f) Fluorescent bulbs and tubes must be delivered in a break-resistant container or packaging, and shall be limited to five (5) per day.

E-Waste as used in this section is defined as including, but not limited to: Old CRT televisions; LCD, OLED and plasma televisions; LCD monitors, smart displays, and tablets; laptops with LCD monitors; OLED desktop monitors, laptops, and tablets; computers, computer monitors, and printers; VCR’s; portable DVD players with video screens; cell phone and telephones; printers; and radios.

4. Section 6.10 shall be added to Article VI (“Services and Operations of Company”) as follows:

6.10 Code Enforcement Roll-Off Boxes

Authorized City staff may schedule special collections and/or roll-off service as needed during the year. There shall be no charge for up to six (6) 30 cubic yard roll-off boxes per calendar year. The amount of roll-off boxes may be ordered by the City in any increments (5, 14, or 20 cubic yard roll-off boxes) desired by the City throughout the year, so long as the total amount of services does not exceed six (6) 30 cubic yard roll-off boxes in a calendar year. City may also opt for loose collection of materials, in which case a flatbed or rear-loader vehicle will be dispatched by the Company.

5. Section 6.11 shall be added to Article VI (“Services and Operations of Company”) as follows:

6.11 Compost Distribution

Quality compost or mulch shall be delivered by the Company four times per year to the Spur trail on Millbrae Avenue or at another location designated by the City. Each delivery will be between 20-30 cubic yards and shall be distributed at the sole discretion of the City.

6. Section 12.2 of the Agreement is hereby deleted.

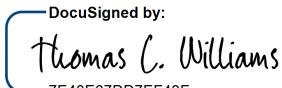
7. As modified by this Amendment, the Agreement shall remain in full force and effect in accordance with its terms.

8. In the event of any inconsistency between this Amendment and the Agreement, this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first set forth above.

CITY OF MILLBRAE

SOUTH SAN FRANCISCO SCAVENGER CO., INC.

DocuSigned by:

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Thomas C. Williams
City Manager

DocuSigned by:

88E04F41FF9C481...

Doug Button
President and Chief Executive Officer

ATTEST:

DocuSigned by:

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Elaine Tran
City Clerk