

EXHIBIT A

**FOURTH AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT FOR
INTEGRATED SOLID WASTE MANAGEMENT SERVICES**

FOURTH AMENDMENT TO EXCLUSIVE FRANCHISE AGREEMENT FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES

This Fourth Amendment to Exclusive Franchise Agreement for Integrated Solid Waste Management Services (the “Amendment”) is entered into July 27, 2022, by and between the City of Coachella, a California municipal corporation (the “City”) and Burrtec Waste and Recycling Services, LLC (“Company”) (collectively “Parties,” or individually “Party”).

RECITALS

WHEREAS, the City and Company previously entered into that certain Exclusive Franchise Agreement for Integrated Solid Waste Management Services dated May 30, 2006, as amended by that certain First Amendment to Exclusive Franchise Agreement for Integrated Solid Waste Management Services dated May 27, 2009, that Second Amendment to Exclusive Franchise Agreement for Integrated Solid Waste Management Services dated June 19, 2013, and that Third Amendment to Exclusive Franchise Agreement for Integrated Solid Waste Management Services dated January 17, 2017 (collectively, the “Agreement”); and,

WHEREAS, the California Integrated Waste Management Act of 1989 (AB 939) (California Public Resources Code Section 40000, et seq.), provides that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and,

WHEREAS, the State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed CalRecycle, and all local agencies, to promote a reduction in landfill disposal and to maximize reuse, recycling, and composting options in order to reduce the amount of material disposed of in landfills; and,

WHEREAS, CalRecycle implemented regulations to implement SB 1383 for jurisdictions, waste generators, haulers, Solid Waste facilities, and other entities to support achievement of statewide Organic Waste Disposal reduction targets (“SB 1383 Regulations”); and

WHEREAS, CalRecycle SB 1383 Regulations require the 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, the City has chosen to delegate some of its responsibilities to the Company, acting as the City’s designee, and Company desires to take on these responsibilities; and

WHEREAS, the City and Company desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the promises above stated and the terms, conditions, covenants, and agreements contained herein, the Parties do hereby agree as follows:

1. **AMENDMENT TO ARTICLE 1.**

The following definitions are added to Article 1 of the Agreement, and/or amended as set forth herein, as applicable. Definitions otherwise contained in the Agreement and/or any previous amendment(s), but which are not addressed below, shall remain the same.

“Back-Haul” means generating and transporting Organic Waste to a destination owned and operated by the Generator using the Generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

“Blue Container” has the same meaning as in 14 CCR Section 18982(a)(5) and shall be used for the purpose of storage and Collection of Source Separated Blue Container Recyclable Materials (SSBCRM).

“California Code of Regulations” or **“CCR”** means the California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR, Division 7, Chapter 12” refers to Title 14, Division 7, Chapter 12 of the California Code of Regulations).

“CalRecycle” means the California Department of Resources Recycling and Recovery.

“Commercial Edible Food Generators” includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified by 14 CCR Section 18982(a)(7).

“Compostable Plastics” or **“Compostable Plastic”** means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

“Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4).

“Diversion” or **“Divert”** means activities which reduce or eliminate discarded materials from Disposal, including, but not limited to, source reduction, Reuse, salvage, Recycling, and Composting.

“Edible Food” means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

“Excluded Waste” means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, Medical Waste, infectious, regulated radioactive waste, and toxic substances or material that Facility operator(s) reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, State, or Federal law,

regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III Landfills or accepted at the Facility by permit conditions, waste that in Company's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Company or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

"Hazardous waste" means a waste, defined as a "hazardous waste" in accordance with Section 25117 of the Health and Safety Code, or a combination of wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may do either of the following:

(1) Cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness.

(2) Pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

(b) Unless expressly provided otherwise, "hazardous waste" includes extremely hazardous waste and acutely hazardous waste.

"Food Recovery" means actions to collect and distribute food for human consumption which otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

"Food Recovery Organization" means an entity that primarily engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

- A. A food bank as defined in Section 113783 of the Health and Safety Code;
- B. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- C. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

"Food Recovery Service" means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in 14 CCR Section 18982(a)(26).

"Food Scraps" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

“Food-Soiled Paper” means compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

“Food Waste” means Source Separated Food Scraps, Food-Soiled Paper, and Compostable Plastics. Food Waste is a subset of SSGCOW. Edible Food separated for Food Recovery shall not be considered Food Waste.

“Gray Container” has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and Collection of Gray Container Waste.

“Gray Container Waste” means Solid Waste that is collected in a Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5). Gray Container Waste may specifically include carpet, Non-Compostable Paper and textiles.

“Green Container” has the same meaning as in 14 CCR Section 18982(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste (SSGCOW).

“Hauler Route(s)” 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).

“Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Agreement.

“Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Agreement.

“Non-Compostable Paper” includes, but is not limited to, paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

“Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including, but not limited to, bottles, cans, metals, plastics, and glass, or as otherwise defined in

14 CCR Section 18982(a)(43). Non-Organic Recyclables are a subset of Source Separated Recyclable Materials.

“Organic Waste” or **“Organics”** means Solid Wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, Yard Trimmings, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

“Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or as otherwise defined in 14 CCR Section 18982(a)(51).

“Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications; or as otherwise defined in 14 CCR Section 18982(a)(54).

“Processing” means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20).

“Prohibited Container Contaminants” means the following: (i) Discarded Materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the Blue Container; (ii) Discarded Materials placed in the Green Container that are not identified as acceptable SSGCOW for the Green Container; (iii) Discarded Materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or SSGCOW to be placed in the Green Container and/or Blue Container; and (iv) Excluded Waste placed in any Container.

“Recycle” or **“Recycling”** means the process of Collecting, sorting, cleansing, treating, and reconfiguring materials for the purpose of returning them to the economic mainstream in the form of raw material for new, Reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. Recycling includes processes deemed to constitute a reduction of landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

“Reuse” or any variation thereof, means the use, in the same, or similar, form as it was produced, of a material which might otherwise be discarded, or as otherwise defined in 14 CCR Section 17402.5(b)(2).

“SB 1383” means Senate Bill 1383 (Chapter 395, Statutes of 2016), establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended from time to time.

“SB 1383 Regulations” or **“SB 1383 Regulatory”** refers to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

“Self-Hauler” or **“Self-Haul”** means a person, who, in compliance with all applicable requirements of the Coachella Municipal Code, hauls Solid Waste, Organic Waste or Recyclable Materials he or she has generated directly to the appropriate facility.

“Service Level” refers to the number and size of a Customer’s Container(s) and the frequency of Collection service, as well as ancillary services such as lock/unlock service, Container push/pull service, etc.

“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 Recycling or Reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the Agreement, 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 Gray Container Waste and other Solid Waste for the purposes of Collection and Processing.

“Source Separated Green Container Organic Waste” or **“SSGCOW”** means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

“Source Separated Recyclable Materials” means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).

“Standard Compliance Approach” means the method for complying with the SB 1383 Regulations through implementation of a collection system pursuant to 14 CCR, Division 7, Chapter 12, Article 3, and all associated program and policy requirements.

“Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

- A. Supermarket.
- B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.
- C. Food Service Provider.

- D. Food Distributor.
- E. Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Agreement.

“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

- A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- B. Hotel with an on-site food facility and 200 or more rooms.
- C. Health facility with an on-site food facility and 100 or more beds.
- D. Large Venue.
- E. Large Event.
- F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- G. A local education agency with an on-site food facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Agreement.

“Yard Trimmings” means types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal that the Generators Source Separate and set out in Green Containers for Collection for the purpose of Processing by the Company.

2. AMENDMENT TO SECTION 2.4.

Section 2.4 of the Agreement shall be amended in its entirety to reach as follows:

“2.4 Term of Agreement

The term of this Agreement shall commence at 12:01:00 a.m. June 1, 2016 and expire at midnight on May, 30, 2035.”

3. THREE-CONTAINER SYSTEM FOR RESIDENTIAL CUSTOMERS .

Sections 4.3.1, 4.3.2, and 4.3.3 of the Agreement are deleted in their entirety and the following substituted in their stead:

Section 4.3.1 of the Agreement is hereby amended in its entirety to read as follows:

“4.3.1 Automated Three-Container Collection

General. Company shall provide a three-Container Collection program for the separate Collection of Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste as

specified in this Agreement, using Containers that comply with the requirements of this Agreement and SB 1383 Regulations.

Source Separated Recyclable Materials Collection (Blue Container). Company shall provide Blue Containers to Customers for Collection of Source Separated Recyclable Materials and shall provide Source Separated Recyclable Materials Collection service, Company shall Transport the Source Separated Recyclable Materials to Facility that recovers the materials designated for Collection in the Blue Containers, in accordance with the SB 1383 Regulations.

Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program include the following: (i) Non-Organic Recyclables such as: aluminum, glass bottles and jars, rigid plastics (marked # 1 through # 7), and tin and bi-metal cans; and (ii) SSBCOW such as: Paper Products, Printing and Writing Papers.

SSGCOW Collection (Green Container). Company shall provide Green Containers to Customers for Collection of SSGCOW and shall provide SSGCOW Collection service. Company shall Transport the SSGCOW to a Facility in accordance with SB 1383 Regulations.

SSGCOW that are to be accepted for Collection in the SSGCOW Collection program include the following: Food Scraps; Food-Soiled Paper; Yard Trimmings, which are defined below; Carpets, non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers. Yard Trimmings that are to be accepted for Collection in the SSGCOW Collection program include the following: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees weighing no more than 50 pounds, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal, provided all SSGCOW fits inside the Green Container with the lid closed and does not exceed 150 pounds.

Company may Collect compliant Compostable Plastics, as defined, in the Green Containers for Processing. At least three (3) months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW program, Company shall provide written notification to the City whether the Facility can or cannot Process and recover these Compostable Plastics in accordance with the SB 1383 Regulations. If the Facility can process and recover Compostable Plastics, and Company elects to Collect Compostable Plastics in the Green Container, then Company shall provide annual written notification to the City that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If the Facility cannot process and recover Compostable Plastics, then Company will not Collect Compostable Plastics in the Green Container.

Company may require Customers and Generators to place Food Waste in plastic bags or other paper wrappings and put the bagged or wrapped Food Waste in the Green Container. Prior to the commencement of the use of plastic bags for the Food Waste program, Company shall provide written notification to the City that allowing the use of bags does not inhibit the ability of the City to comply with SB 1383 Regulations, and that the Facility can Process and remove plastic bags when it recovers SSGCOW. Company shall provide annual written notification to the City that the Facility has and will continue to have the capabilities to Process and remove plastic bags when it recovers SSGCOW.

Gray Container Waste Collection. Company shall provide Gray Containers to Customers for Collection of Gray Container Waste, and shall provide Gray Container Waste Collection service. Company shall Transport the Gray Container Waste to a Facility in accordance with the SB 1383 Regulations. Company may allow carpets, Non-compostable Paper and textiles to be placed in the Gray Containers.

Residential Kitchen Pails. Upon rollout of the Residential Food Waste program, Company shall provide to all Residential and Multi-Family Dwelling Units kitchen pails designed to contain Food Waste prior to placement in the Customer's Organic Materials Cart on a requested basis and at no additional charge. Company shall also subsequently provide new Customers with information regarding the residential food waste collection program and the availability of a kitchen pail. If a Customer requests an additional pail or requests a replacement pail, Company will provide the pail at the rate of \$15 per pail. The Kitchen Pail cost shall increase annually by CPI in accordance with Section 6.4.

4. THREE-CONTAINER SYSTEM FOR COMMERCIAL CUSTOMERS.

Sections 4.4.1.1 and 4.4.2 of the Agreement are deleted in their entirety and the following substituted in their stead:

Section 4.4.2 of the Agreement is hereby amended in its entirety to read as follows:

"4.4.2 Automated Three-Container Collection

General. Company shall provide a three-Container Collection program for the separate Collection of Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste as specified in this Agreement, using Containers that comply with the requirements of this Agreement and SB 1383 Regulations.

Source Separated Recyclable Materials Collection (Blue Container). Company shall provide Blue Containers to Customers for Collection of Source Separated Recyclable Materials and shall provide Source Separated Recyclable Materials Collection service, Company shall Transport the Source Separated Recyclable Materials to Facility that recovers the materials designated for Collection in the Blue Containers, in accordance with the SB 1383 Regulations.

Source Separated Recyclable Materials that are to be accepted for Collection in the Source Separated Recyclable Materials Collection program include the following: (i) Non-Organic Recyclables such as: aluminum, glass bottles and jars, rigid plastics (marked # 1 through # 7), and tin and bi-metal cans; and (ii) SSBCOW such as: Paper Products, Printing and Writing Papers.

SSGCOW Collection (Green Container). Company shall provide Green Containers to Customers for Collection of SSGCOW and shall provide SSGCOW Collection service. Company shall Transport the SSGCOW to a Facility in accordance with SB 1383 Regulations.

SSGCOW that are to be accepted for Collection in the SSGCOW Collection program include the following: Food Scraps; Food-Soiled Paper; Yard Trimmings, which are defined below; Carpets, non-Compostable Paper, textiles, and Prohibited Container Contaminants shall not be Collected in the Green Containers. Yard Trimmings that are to be accepted for Collection

in the SSGCOW Collection program include the following: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees weighing no more than 50 pounds, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal, provided all SSGCOW fits inside the Green Container with the lid closed and does not exceed 150 pounds.

Company may Collect compliant Compostable Plastics, as defined, in the Green Containers for Processing. At least three (3) months prior to the commencement of the Collection of Compostable Plastics in the SSGCOW program, Company shall provide written notification to the City whether the Facility can or cannot Process and recover these Compostable Plastics in accordance with the SB 1383 Regulations. If the Facility can process and recover Compostable Plastics, and Company elects to Collect Compostable Plastics in the Green Container, then Company shall provide annual written notification to the City that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics. If the Facility cannot process and recover Compostable Plastics, then Company will not Collect Compostable Plastics in the Green Container.

Company may require Customers and Generators to place Food Waste in plastic bags or other paper wrappings and put the bagged or wrapped Food Waste in the Green Container. Prior to the commencement of the use of plastic bags for the Food Waste program, Company shall provide written notification to the City that allowing the use of bags does not inhibit the ability of the City to comply with SB 1383 Regulations, and that the Facility can Process and remove plastic bags when it recovers SSGCOW. Company shall provide annual written notification to the City that the Facility has and will continue to have the capabilities to Process and remove plastic bags when it recovers SSGCOW.

Gray Container Waste Collection. Company shall provide Gray Containers to Customers for Collection of Gray Container Waste, and shall provide Gray Container Waste Collection service. Company shall Transport the Gray Container Waste to a Facility in accordance with the SB 1383 Regulations. Company may allow carpets, Non-compostable Paper and textiles to be placed in the Gray Containers.”

5. CONTAMINATION MONITORING.

Section 4.5.3 is hereby added to the Agreement to read as follows:

“4.5.3 Contamination Monitoring

A. Actions upon Identification of Prohibited Container Contaminants.

Upon finding Prohibited Container Contaminants in a Container, Company shall follow the protocols set forth in this Section.

1. **Record Keeping.** The driver or other Company representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the onboard computer system including date, time, Customer’s address, type of Container (Blue, Green, or Gray Container).

2. **Courtesy Pick-Up Notices.** Upon identification of Prohibited Container Contaminants in a Customer's Container, Company shall provide the Customer a courtesy pick-up notice. The courtesy pick-up notification shall: (i) inform the Customer of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer's requirement to properly separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in the Blue Container, Green Container, and/or Gray Container; (iv) inform the Customer of the courtesy pick-up of the contaminated materials on this occasion with information that following more than three instances of Prohibited Container Contaminants within a six-month time period, Company may assess contamination Processing fees; and, (v) may include photographic evidence. Company shall leave the courtesy pick-up notice attached to or adhered to the Generators' contaminated Containers; at the Premises' door or gate; or, may deliver the notice by mail, e-mail, text message, or other electronic message.

3. **Notice of Assessment of Contamination Processing Fees.** If the Company observes Prohibited Container Contaminants in a Generator's Container on more than three occasions within a six-month time period, and issued courtesy pick-up notices on each of those occasions, the Company may impose a contamination Processing fee of \$15 for Residential and \$75 for Commercial/Roll Off Customers (which will be adjusted annually pursuant to Section 6). Company shall notify the City in its monthly report of Customers for which contamination Processing fees were assessed. Company shall leave a contamination Processing fee notice attached to or adhered to the Generators' contaminated Containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, text message, or other electronic message. The contamination Processing fee notice shall describe the specific material(s) of issue, explain how to correct future set outs, and indicate that the Customer will be charged a contamination Processing fee on its next bill. The format of the contamination Processing fee notice shall be approved by the City.

B. Disposal of Contaminated Materials. If the Company observes Prohibited Container Contaminants in a Generator's Container(s), Company may Dispose of the Container's contents, provided Company complies with the noticing requirements in subsection A above."

6. ROUTE REVIEWS AND WASTE EVALUATIONS.

Section 4.5.4 is hereby added to the Agreement to read as follows:

"4.5.4 Route Reviews and Waste Evaluations

Company shall meet its SB 1383 Regulations contamination monitoring requirements commencing by October 1, 2022, using either Route Reviews or Waste Evaluations

A. Route Reviews

1. If Company elects to perform Route Reviews, Company shall conduct annual route reviews each calendar year for Prohibited Container Contaminants in Containers in a manner that is deemed safe by the Company, 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. Company shall visually inspect the contents of a reasonably representative number of Containers, as directed and approved by the City.

2. Company shall develop a route review methodology that complies with the requirements of 14 CCR Section 18984.5(b). Company 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. Company'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. Company may commence with the proposed methodology upon approval. If the City notifies Company that the methodology is inadequate to meet the requirements of SB 1383, Contractor shall, at its sole expense, revise the methodology and, after obtaining the City's approval, conduct additional route reviews, increased Container inspections, or implement other changes using the revised procedure.

3. Company shall document Contamination with still pictures or video, and will notify the Customer of the Contamination by following the applicable procedures specified in 14 CCR Section 18984.5. Company shall perform the recordkeeping requirements for Container minimization in 14 CCR Section 18984.6. Company may, at its discretion Collect the Container as Recyclable Materials, Organic Materials, or as Solid Waste. Upon finding Prohibited Container Contaminants in the Container, Company shall follow the contamination monitoring noticing procedures contained herein.

B. Waste Evaluations

Alternatively, if Company elects to perform Waste Evaluations, Company shall conduct waste evaluations that comply with and meet the requirements of 14 CCR Section 18984. The City maintains the right to observe, or hire a third party to observe, the waste evaluations.

1. **Sampling Method, Study Protocols.** The Company shall conduct waste evaluations for Prohibited Container Contaminants by sampling the contents of Containers on Hauler Routes in the following manner:

- a. Company shall conduct waste evaluations at least twice per year and in two distinct seasons of the year in a manner that complies with the requirements of 14 CCR section 18984.5.b. The Company's waste evaluations shall include samples of Source Separated Recyclable Materials, SSGCOW, and Gray Container Waste.

- c. The waste evaluations shall include samples from each Container type served by the Company and shall include samples taken from different areas in the City that are representative of the City's waste stream.

- d. The waste evaluations shall include at least the minimum number of samples specified in SB 1383 Regulations.

e. The Company shall Transport all of the material Collected for sampling to a sorting area at a permitted solid waste Facility where the presence of Prohibited Container Contaminants for each Container type shall be measured to determine the ratio of Prohibited Container Contaminants present in each material stream by weight. To determine the ratio of Prohibited Container Contaminants, the Company shall use the following protocol:

i. The Company shall take one sample of at least 200 pounds from the material Collected from each material stream for sampling.

ii. The 200-pound sample shall be randomly selected from different areas of the pile of Collected material for that material stream.

iii. For each 200-pound sample, the Company shall remove any Prohibited Container Contaminants and determine the weight of Prohibited Container Contaminants.

iv. The Company shall determine the ratio of Prohibited Container Contaminants in the sample by dividing the total weight of Prohibited Container Contaminants by the total weight of the sample.

2. Contamination Response. If the sampled weight of Prohibited Container Contaminants exceeds twenty-five percent (25%) of the measured sample for any material stream, the Company shall within fifteen (15) working days of the waste evaluation, notify all Generators on the sampled Hauler Route of their requirement to properly separate materials into the appropriate Containers. The Company may provide this information by placing a written notice on the Generators' Containers or the gate or door of the Premises; and/or by mail, email, or electronic message to the Generators. The format of the warning notice shall be approved by the City.

3. Material Exceptions. Organic Waste that is textiles, carpet, hazardous wood waste, human waste, pet waste, or material subject to a quarantine on movement issued by a County agricultural commissioner is not required to be measured as Organic Waste when calculating the amount of Organic Waste present in the Gray Container Waste.

C. Recordkeeping Requirements. Company shall maintain all applicable records required under the SB 1383 Regulations, and report to the City on contamination monitoring activities, route reviews and/or waste evaluations, and actions taken.”

D. Nothing in this section shall prohibit Company from meeting its compliance requirements by any alternative methods or procedures, provided it complies with SB 1383, the SB 1383 Regulations, and/or any other applicable law, as may be amended from time to time and such methods or procedures are approved by the City.

7. INSPECTION AND ENFORCEMENT.

Section 4.6.4 is added to the Agreement to read as follows:

“Section 4.6.4 Inspection and Enforcement

No later than October 1, 2022, Company shall assist the City with and/or conduct applicable inspections and enforcement required by the SB 1383 Regulations, to the extent delegable.

Company shall perform route reviews, compliance reviews, and inspections and reviews in accordance with 14 CCR Section 18995.1.

When compliance reviews are performed by Company, Company shall provide City-approved educational materials, in response to violations. Company shall provide these educational materials to the non-compliant Customers within two (2) working days of determination of non-compliance or immediately upon determination of non-compliance if such non-compliance is determined during an inspection or route review. Company shall document the non-compliant Customers and the date and type of education materials provided and report such information to the City. The City shall be responsible for subsequent enforcement action against the Customer.

Company shall maintain a computer database of all oral and written SB 1383-related non-compliance incidents reported to Company from Customers or other persons, and documentation related to route reviews, compliance reviews, inspections, and enforcement.

Company shall maintain all applicable records from inspection and enforcement in accordance with SB 1383 Regulations.”

8. PROVISION FOR RECOVERED ORGANIC WASTE PRODUCT.

Section 4.6.5 is added to the Agreement to read as follows:

“Section 4.6.5 Provision for Recovered Organic Waste Product

Company shall serve as a direct service provider for the purpose of the City meeting its annual recovered organic waste procurement target, and procure the products and quantities necessary for the City to meet its annual recovered organic waste procurement target under 14 CCR sections 18993.1-18993.2 and at no cost to the City.”

9. GENERATOR WAIVER PROGRAM COORDINATION.

Section 4.8.5 is added to the Agreement as follows:

“4.8.5 Generator Waiver Program

General. In accordance with SB 1383 Regulations and the Coachella Municipal Code, the City may grant waivers (de minimis, physical space or Collection frequency) to Generators that impact the scope of Company’s provision of service for those Customers. Waivers issued shall be subject to compliance with SB 1383 Regulatory requirements, pursuant to 14 CCR Section 18984.11.

Requests Submitted to Company. Company shall review applications for de minimis waivers, physical space waivers, and Collection frequency waivers that Generators submit to the Company. Company shall review waiver applications and inspect the Generator's Premises to verify information provided on the application within 15 days of receipt of the application. Company shall provide documentation of the inspection, including the Company's recommendation to approve or deny the waiver request, and send this information to the City within 15 days of receipt of the Generator's waiver application for the City's review and approval. The City ultimately retains the right to approve or deny any application, regardless of the Company's recommendation. Company shall report information regarding waivers reviewed to the City on a monthly basis.

Company Change in Customers' Service Levels. When the City grants a waiver to a Generator, the City shall notify the Company within ten (10) business days of the waiver approval with information on the Customer and any changes to the Service Level or Collection service requirements for the Customer. Company shall have five (5) business days to modify the Customer's Service Level and billing statement, as needed.

Reverification of Waivers. Company shall conduct such reverifications of waivers through inspection of each Generator's Premises and review of applicable records at least once every five (5) years, or more frequently if requested by City or de minimis and physical space constraint waivers. Company shall maintain a record of each waiver verification and provide a monthly report to the City documenting the waiver reverifications performed and recommendations to the City on whether the waivers are still warranted or no longer warranted. The City shall make a final determination of the waiver eligibility of Generators.

Company Recordkeeping of Generators Granted Waivers. Upon Company's request, the City shall provide Company an updated listing of waivers approved by the City, including the Generators' names, mailing address, service address, and type of waiver. Company shall maintain waiver-related records and report on waiver verifications, as required herein.

10. COMPLAINTS.

The following paragraph shall be added to the end of Section 4.11.2 as follows:

Company agrees to maintain a log of all applicable oral and written complaints received by Company from Customers or other Persons. Company shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all applicable Customer complaints.

11. EDUCATION AND OUTREACH.

Section 4.12.2 is added to the Agreement as follows:

"4.12.2 SB 1383 Education and Outreach

A. Company shall create all applicable education materials and conduct all education programs and activities as provided by and in accordance with the SB 1383 Regulations. Company shall use reasonable business efforts to outreach and educate the public on the importance of

recycling and separating Solid Waste in order to achieve maximum waste diversion in accordance with 14 CCR Sections 18985.1-18985.2. Company shall develop and implement a program of educational presentations and materials concerning the importance of recycling and diversion, proper techniques for Solid Waste disposal and recycling, and options for the disposal of Hazardous Waste. The educational program shall include a well-defined component aimed at capturing Organic Waste, and Green Waste generated by landscaping services and contractors, including information for Customers on how and why Organic Waste and Green Waste should be collected and diverted. All community relations and promotional materials and related news releases shall be developed at Company's sole cost and expense. A new educational program shall be prepared for each fiscal year, and submitted to the City Manager no later than April 1st. Company shall cooperate and coordinate with the City on public education activities.

B. On or before August 1, 2022, the Company shall develop a list of Food Recovery Organizations and Food Recovery Services operating within the City, maintain the list on the Company's City-specific website, share the list with the City if the City wants to post the list on additional City websites, and update the list annually. The list shall include, at a minimum, the following information about each Food Recovery Organization and each Food Recovery Service:

1. Name and physical address;
2. Contact information;
3. Collection service area; and,
4. An indication of types of Edible Food the Food Recovery Service or Food Recovery Organization can accept for Food Recovery.

C. At least annually, the Company shall provide Commercial Edible Food Generators with the following information:

1. Information about the City's Edible Food Recovery program;
2. Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;
3. Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,
4. Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

D. The Company may provide the information required above by including it with regularly scheduled notices, education materials, billing inserts, or other information disseminated to Generators.

E. Company shall comply with all applicable public education and outreach record keeping and reporting requirements under 14 CCR Section 18985.3.

12. CONTAINER REQUIREMENTS.

Section 4.17 of the Agreement is amended in its entirety to read as follows:

“4.17.1 Containers.

Company shall use the Company-provided Collection Containers that are currently located at Customers’ Premises or provide Customers with Collection Containers from Company’s current inventory.

No later than January 1, 2036, Company shall provide all Customers with Collection Containers that comply with the Container color requirements specified in this Agreement or as otherwise specified in the SB 1383 Regulations. If an existing Container breaks or is otherwise rendered non-functional on or after January 1, 2022, and the company is out of the existing color containers. The Company shall replace the non-functional Container with a Container that complies with the color requirements of this Agreement. Notwithstanding this Section, the Company is not required to replace functional Containers, including Containers purchased prior to January 1, 2022, that do not comply with the color requirements of this Agreement prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first.

Section 4.17.2 Labeling Requirements

Beginning August 1, 2022, Company shall place a label on the body or lid of each new and existing Container that has been provided to a Customer that includes language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that Container, in accordance with the SB 1383 Regulations. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container.”

13. Method of Adjustments

Section 6.4 is amended in its entirety to read as follows:

“6.4 Method of Adjustments.

The rates and fees identified in Exhibit A, Rate Schedule, excluding the Disposal tip fee portion of said rates and fees, may be adjusted annually for increases in the Consumer Price Index ("CPI") according to the following procedures:

- a. **CPI Formula Increase.** Beginning July 1, 2023 and each July 1st thereafter, the rates for Company’s services identified in Exhibit A, Rate Schedule, excluding Disposal Charges and City Fees, may be increased annually based upon the change in the CPI for All Urban Consumers Series Title: All items in Riverside-San Bernardino-Ontario, CA., from January to January published by the U.S. Bureau of Labor Statistics. Said increase is subject to the following:

i. Company shall be entitled to a maximum CPI formula increase of five percent (5%).

ii. Company's request for a CPI formula increase shall be submitted to City with evidence of the change in the CPI and a proposed revised Exhibit A, Rate Schedule reflecting the increase. Company shall submit the request not later than May 1st and City shall confirm Company's calculations for accuracy and approve the revised Exhibit A, Rate Schedule in time for the rate adjustment to take effect on July 1st. Upon City's approval and confirmation of the calculations, Company shall be responsible for sending the 30-day notice required under Government section 53756 at Company's expense.

iii. Upon Company's failure to submit a request for a CPI formula increase by May 1st, Company shall be deemed to have irrevocably waived the right to a CPI formula increase for the next fiscal year."

14. RECORDKEEPING AND REPORTING.

Section 7.3.7 is hereby added to the Agreement as follows:

"Section 7.3.7 SB 1383 Recordkeeping and Reporting

Company shall maintain all applicable records and assist the City in meeting all applicable reporting, as required by the SB 1383 Regulations. Company shall prepare and maintain the records identified in 14 CCR Section 18995.2(f) and assist the City in reporting information about implementation and compliance with the SB 1383 Regulations and in accordance with Article 13 of Chapter 12 of Title 14 of the CCR. Company shall allow City to audit and inspect such records and reports upon reasonable request."

15. FRANCHISE FEES.

Section 2 of the Second Amendment to Exclusive Franchise Agreement for Integrated Solid Waste Management Services is hereby amended in its entirety to read as follows.

"Section 3.1.1 of the Agreement shall be amended to provide that (i) For residential customers, the Franchise Fee retained by the City shall be equal to 12% of the amount remitted by County from amounts collected on the property tax roll and billings collected (including disposal fees), and (ii) For commercial customers, the Franchise Fee payable by the Company to the City shall be equal to 12% of all billings collected (excluding disposal fees). Company and the City agree the Franchise Fee is a negotiated amount that is reasonably related to the value of the rights granted to Company under this Agreement. The City may use the Franchise Fee for any lawful purpose."

16. **EXHIBIT A.**

Exhibit A of the Agreement is hereby replaced with the Exhibit A as attached to this Fourth Amendment.

17. **REFERENCES TO "GREENWASTE".**

All references to "Greenwaste" or "Green Waste" in Agreement shall instead refer to "Organic Waste."

18. **NO LEGAL CHALLENGE**

If a referendum petition or legal challenge to the award of this Agreement is submitted or filed, Contractor shall defend, indemnify and hold City harmless for all costs incurred to defend such challenge. Contractor shall further reimburse City for any costs incurred in any election subject to this Section. In the event that the City's residents submit a valid referendum petition challenging award of this Agreement, City may elect to conduct an election on such award. If so, Contractor shall reimburse City for all costs associated with conducting such election within thirty (30) days of receipt of an invoice from City."

19. **OTHER TERMS AND CONDITIONS UNCHANGED.**

Except as expressly amended by this Fourth Amendment, all other terms and conditions of the Agreement shall remain unchanged. In the event of any conflict between the terms and conditions of this Fourth Amendment and the terms and conditions of the Agreement and/or any previous amendment thereto, the terms and conditions of this Fourth Amendment shall prevail and control.

20. **COUNTERPARTS.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COACHELLA

**BURRTEC WASTE & RECYCLING
SERVICES, LLC**

By:

Dr. Gabriel D. Martin, City Manager

By:

Frank Orlett, Vice President

Attest:

By:

Angela M. Zepeda, City Clerk

Approved as to Form:

By:

Carlos Campos, City Attorney

EXHIBIT A

MAXIMUM SOLID WASTE RATES

The FY 2022/23 attached rates are subject to the voter-approved 5% Utility Users Tax.

**City of Coachella
Residential Rates
Exhibit A**

Service	<u>Service</u>	<u>Disposal</u>	<u>Green Waste</u>	<u>Franchise Fee</u>	<u>Monthly Rate</u>	<u>Monthly Rate Incl UUT</u>
Curbside- Standard Rate	\$12.09	\$8.80	\$5.46	\$3.59	\$29.94	\$31.44
Yard Service	\$8.81			\$1.20	\$10.01	\$10.51
Additional cart	\$7.45			\$1.02	\$8.47	\$8.89
Horse and Poultry Manure	\$46.69			\$6.37	\$53.06	\$55.71
Bulky Item	\$73.59			\$10.04	\$83.63	\$87.81
Contamination	\$15.00				\$15.00	\$15.75

Note: Residential rate include 1-96 gallon refuse cart, 1-96 gallon recycling cart and 1-96 gallon green waste cart
 Service Fee includes Street Sweeping 2x-month
 Contamination Fee may be charged after more than three occurrences in a 6-month period

City of Coachella
Commercial Rates
Exhibit A

		<u>1 x per week</u>	<u>2 x per week</u>	<u>3 x per week</u>	<u>4 x per week</u>	<u>5 x per week</u>	<u>6 x per week</u>
Service	2 yd Bin	\$71.49	\$129.61	\$187.72	\$245.28	\$301.27	\$362.97
	3 yd Bin	\$102.31	\$194.99	\$281.91	\$367.58	\$452.19	\$544.59
	4 yd Bin	\$142.91	\$259.18	\$375.43	\$490.59	\$602.52	\$725.93
	6 yd Bin	\$214.54	\$387.70	\$563.86	\$732.61	\$904.32	\$1,098.06
Disposal	2 yd Bin	\$36.75	\$73.50	\$110.25	\$147.00	\$183.75	\$220.50
	3 yd Bin	\$55.12	\$110.24	\$165.36	\$220.48	\$275.60	\$330.72
	4 yd Bin	\$73.49	\$146.98	\$220.47	\$293.96	\$367.45	\$440.94
	6 yd Bin	\$110.24	\$220.48	\$330.72	\$440.96	\$551.20	\$661.44
FranchiseFee	2 yd Bin	\$9.75	\$17.67	\$25.60	\$33.45	\$41.08	\$49.50
	3 yd Bin	\$13.95	\$26.59	\$38.44	\$50.12	\$61.66	\$74.26
	4 yd Bin	\$19.49	\$35.34	\$51.20	\$66.90	\$82.16	\$98.99
	6 yd Bin	\$29.26	\$52.87	\$76.89	\$99.90	\$123.32	\$149.74
Sub-Total Rate before UUT	2 yd Bin	\$117.99	\$220.78	\$323.57	\$425.73	\$526.10	\$632.97
	3 yd Bin	\$171.38	\$331.82	\$485.71	\$638.18	\$789.45	\$949.57
	4 yd Bin	\$235.89	\$441.50	\$647.10	\$851.45	\$1,052.13	\$1,265.86
	6 yd Bin	\$354.04	\$661.05	\$971.47	\$1,273.47	\$1,578.84	\$1,909.24
UUT	2 yd Bin	\$5.90	\$11.04	\$16.18	\$21.29	\$26.31	\$31.65
	3 yd Bin	\$8.57	\$16.59	\$24.29	\$31.91	\$39.47	\$47.48
	4 yd Bin	\$11.79	\$22.08	\$32.36	\$42.57	\$52.61	\$63.29
	6 yd Bin	\$17.70	\$33.05	\$48.57	\$63.67	\$78.94	\$95.46
Total Rate Incl UUT	2 yd Bin	\$123.89	\$231.82	\$339.75	\$447.02	\$552.41	\$664.62
	3 yd Bin	\$179.95	\$348.41	\$510.00	\$670.09	\$828.92	\$997.05
	4 yd Bin	\$247.68	\$463.58	\$679.46	\$894.02	\$1,104.74	\$1,329.15
	6 yd Bin	\$371.74	\$694.10	\$1,020.04	\$1,337.14	\$1,657.78	\$2,004.70

Note: Compactors will be charged 3x the trash and recycle rates

City of Coachella
Additional Commercial Services
Exhibit A

<u>Description</u>	<u>Service</u>	<u>Disposal</u>	<u>Fran. Fee</u>	<u>UUT</u>	<u>Total Rate</u>
2yd Extra Empty - Trash	\$51.27	\$8.44	\$6.99	\$3.34	\$70.04
3yd Extra Empty - Trash	\$68.81	\$12.65	\$9.38	\$4.54	\$95.38
4yd Extra Empty - Trash	\$102.54	\$16.87	\$13.98	\$6.67	\$140.06
6yd Extra Empty - Trash	\$124.07	\$25.28	\$16.92	\$8.31	\$174.58
3yd Construction Bin/lift	\$166.39	\$12.65	\$22.69	\$10.09	\$211.82
4yd Construction Bin/lift	\$201.79	\$16.87	\$27.52	\$12.31	\$258.49
95-gal Trash & Recycling Cart	\$22.42	\$9.20	\$3.06	\$1.73	\$36.41
Bin replacement	\$47.45	\$0.00	\$6.47	\$2.70	\$56.62
Horse/Poultry Manure (Per Pickup)	\$158.02	\$25.28	\$21.55	\$10.24	\$215.09
Bin Cleaning	\$61.00	\$0.00	\$8.32	\$3.47	\$72.79
Delivery charge	\$26.59	\$0.00	\$3.63	\$1.51	\$31.73
New Start	\$15.76	\$0.00	\$2.15	\$0.90	\$18.81
Re Start	\$15.76	\$0.00	\$2.15	\$0.90	\$18.81
Pull Out 20ft	\$43.45	\$0.00	\$5.93	\$2.47	\$51.85
Locking Container	\$71.71	\$0.00	\$9.78	\$4.07	\$85.56
Replace locking bar	\$47.83	\$0.00	\$6.52	\$2.72	\$57.07
Saturday Service/Month	\$43.86	\$0.00	\$5.98	\$2.49	\$52.33
Contamination Fee	\$75.00		\$10.23	\$4.26	\$89.49

City of Coachella
Commercial Recycle Rates
Exhibit A

		<u>1 x per week</u>	<u>2 x per week</u>	<u>3 x per week</u>	<u>4 x per week</u>	<u>5 x per week</u>	<u>6 x per week</u>
Total Rate Excl	2 yd Bin	\$71.06	\$132.16	\$193.29	\$253.99	\$313.51	\$377.31
UUT	3 yd Bin	\$102.93	\$198.72	\$290.19	\$380.76	\$470.48	\$566.06
	4 yd Bin	\$142.07	\$264.34	\$386.55	\$507.98	\$627.01	\$754.60
	6 yd Bin	\$213.22	\$395.70	\$580.39	\$759.56	\$940.93	\$1,138.69
UUT	2 yd Bin	\$3.55	\$6.61	\$9.66	\$12.70	\$15.68	\$18.87
	3 yd Bin	\$5.15	\$9.94	\$14.51	\$19.04	\$23.52	\$28.30
	4 yd Bin	\$7.10	\$13.22	\$19.33	\$25.40	\$31.35	\$37.73
	6 yd Bin	\$10.66	\$19.79	\$29.02	\$37.98	\$47.05	\$56.93
Total Rate Incl	2 yd Bin	\$74.61	\$138.77	\$202.95	\$266.69	\$329.19	\$396.18
UUT	3 yd Bin	\$108.08	\$208.66	\$304.70	\$399.80	\$494.00	\$594.36
	4 yd Bin	\$149.17	\$277.56	\$405.88	\$533.38	\$658.36	\$792.33
	6 yd Bin	\$223.88	\$415.49	\$609.41	\$797.54	\$987.98	\$1,195.62

Additional Commercial Recycle Services
Exhibit A

<u>Description</u>	<u>Service</u>	<u>Fran. Fee</u>	<u>UUT</u>	<u>Total Rate</u>
2yd Extra Empty - Recycle	\$37.45	\$5.11	\$2.13	\$44.69
3yd Extra Empty - Recycle	\$50.89	\$6.94	\$2.89	\$60.72
4yd Extra Empty - Recycle	\$74.94	\$10.22	\$4.26	\$89.42
6yd Extra Empty - Recycle	\$92.81	\$12.66	\$5.27	\$110.74
Bin replacement	\$46.94	\$6.40	\$2.67	\$56.01
Bin Cleaning	\$60.34	\$8.23	\$3.43	\$72.00
Delivery charge	\$26.30	\$3.59	\$1.49	\$31.38
New Start	\$15.59	\$2.13	\$0.89	\$18.61
Re Start	\$15.59	\$2.13	\$0.89	\$18.61
Pull Out 20ft	\$42.99	\$5.86	\$2.44	\$51.29
Locking Container	\$70.94	\$9.67	\$4.03	\$84.64
Replace locking bar	\$47.37	\$6.46	\$2.69	\$56.52
Saturday Service/Month	\$43.39	\$5.92	\$2.47	\$51.78
Contamination Fee	\$75.0	\$10.23	\$4.26	\$89.49

City of Coachella
Roll-off Rates
Exhibit A

Permanent Roll-Off Rates

Container Size (yds)			Incl 5% UUT
	<u>Service</u>		<u>Total</u>
	<u>Rate</u>		<u>Rate</u>
	<u>Per Pull</u>	<u>UUT</u>	<u>Per Pull</u>
20	\$318.77	\$15.94	\$334.71
30	\$318.77	\$15.94	\$334.71
40	\$318.77	\$15.94	\$334.71

Plus actual Disposal fee
 Compactor rates are three times (3X) the pull rate

Other Permanent Roll-off Fees:

	<u>Service</u>		<u>Total</u>
	<u>Rate</u>	<u>UUT</u>	<u>Rate</u>
Delivery Charge	N/A		N/A
Relocate Charge	\$72.94	\$3.65	\$76.59
Extra Trip	\$72.94	\$3.65	\$76.59
New Start	\$18.14	\$0.91	\$19.05
Re-Start	\$18.14	\$0.91	\$19.05
Contamination	\$85.23	\$4.26	\$89.49

Temporary Roll-Off Rates

Container Size (yds)			
	<u>Service</u>		<u>Total</u>
	<u>Rate</u>		<u>Rate</u>
	<u>Per Pull</u>	<u>UUT</u>	<u>Per Pull</u>
20	\$318.77	\$15.94	\$334.71
30	\$318.77	\$15.94	\$334.71
40	\$318.77	\$15.94	\$334.71

Plus actual Disposal fee
 Compactor rates are three times (3X) the pull rate

Other Temporary Roll-off Rates

	<u>Service</u>		<u>Total</u>
	<u>Rate</u>	<u>UUT</u>	<u>Rate</u>
Delivery Charge	N/A		
Per Diem Over 7 Days	\$44.11	\$2.21	\$46.32
Relocate Charge	\$76.52	\$3.83	\$80.35
Extra Trip	\$76.52	\$3.83	\$80.35
Concrete Washout - Load (+dump)	\$213.63	\$10.68	\$224.31
Concrete Washout - Pump	\$151.74	\$7.59	\$159.33
Contamination	\$85.23	\$4.26	\$89.49

Rates are subject to additional 5% City Utility Tax

CITY OF Coachella
Commercial Foodwaste Rates
Exhibit A

1-65 Gallon Cart

# Pick-Ups Per week	Service	Processing	Franchise Fee	Sub-Total B/F UUT	Utility Users Tax	Total Monthly Rate
1	\$ 41.36	\$ 36.83	\$ 5.64	\$ 83.83	\$ 4.19	\$ 88.02
2	\$ 82.70	\$ 73.61	\$ 11.28	\$ 167.59	\$ 8.38	\$ 175.97
3	\$ 124.03	\$ 110.42	\$ 16.91	\$ 251.36	\$ 12.57	\$ 263.93
4	\$ 165.37	\$ 147.22	\$ 22.55	\$ 335.14	\$ 16.76	\$ 351.90
5	\$ 206.74	\$ 184.03	\$ 28.19	\$ 418.96	\$ 20.95	\$ 439.91

2-65 Gallon Cart

1	\$ 67.30	\$ 73.61	\$ 9.18	\$ 150.09	\$ 7.50	\$ 157.59
2	\$ 134.57	\$ 147.22	\$ 18.35	\$ 300.14	\$ 15.01	\$ 315.15
3	\$ 201.89	\$ 220.81	\$ 27.53	\$ 450.23	\$ 22.51	\$ 472.74
4	\$ 269.16	\$ 294.41	\$ 36.70	\$ 600.27	\$ 30.01	\$ 630.28
5	\$ 336.46	\$ 368.02	\$ 45.88	\$ 750.36	\$ 37.52	\$ 787.88

3-65 Gallon Cart

1	\$ 89.38	\$ 110.42	\$ 12.19	\$ 211.99	\$ 10.60	\$ 222.59
2	\$ 190.34	\$ 220.81	\$ 25.96	\$ 437.11	\$ 21.86	\$ 458.97
3	\$ 268.16	\$ 331.24	\$ 36.57	\$ 635.97	\$ 31.80	\$ 667.77
4	\$ 357.55	\$ 441.62	\$ 48.76	\$ 847.93	\$ 42.40	\$ 890.33
5	\$ 446.94	\$ 552.05	\$ 60.95	\$ 1,059.94	\$ 53.00	\$ 1,112.94

4-65 Gallon Cart

1	\$ 103.78	\$ 147.22	\$ 14.15	\$ 265.15	\$ 13.26	\$ 278.41
2	\$ 207.56	\$ 294.41	\$ 28.30	\$ 530.27	\$ 26.51	\$ 556.78
3	\$ 311.35	\$ 441.62	\$ 42.46	\$ 795.43	\$ 39.77	\$ 835.20
4	\$ 415.12	\$ 588.84	\$ 56.61	\$ 1,060.57	\$ 53.03	\$ 1,113.60
5	\$ 518.90	\$ 736.04	\$ 70.76	\$ 1,325.70	\$ 66.29	\$ 1,391.99

Additional Cart after 4 Carts Per Week

1	\$ 24.19	\$ 36.83	\$ 3.30	\$ 64.32	\$ 3.22	\$ 67.54
2	\$ 48.32	\$ 73.61	\$ 6.59	\$ 128.52	\$ 6.43	\$ 134.95
3	\$ 72.62	\$ 110.42	\$ 9.90	\$ 192.94	\$ 9.65	\$ 202.59
4	\$ 96.82	\$ 147.22	\$ 13.20	\$ 257.24	\$ 12.86	\$ 270.10
5	\$ 121.00	\$ 184.03	\$ 16.50	\$ 321.53	\$ 16.08	\$ 337.61

Extra Pickup

1	\$ 13.94	\$ 8.50	\$ 1.90	\$ 24.34	\$ 1.22	\$ 25.56
2	\$ 25.18	\$ 17.00	\$ 3.43	\$ 45.61	\$ 2.28	\$ 47.89
3	\$ 31.82	\$ 25.50	\$ 4.34	\$ 61.66	\$ 3.08	\$ 64.74
4	\$ 42.43	\$ 34.00	\$ 5.79	\$ 82.22	\$ 4.11	\$ 86.33
5	\$ 53.06	\$ 42.50	\$ 7.24	\$ 102.80	\$ 5.14	\$ 107.94

1-35 Gallon Cart

1x per week	\$ 41.36	\$ 18.40	\$ 5.64	\$ 65.40	\$ 3.27	\$ 68.67
-------------	----------	----------	---------	----------	---------	----------