

## SECOND AMENDMENT TO FRANCHISE AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT (Amendment) made and entered into as of this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, amends the Franchise Agreement entered into between the CITY OF FRESNO, a municipal corporation (City), and Mid-Valley Disposal, a California limited liability corporation (Contractor). This Amendment and its provisions shall be effective commencing on \_\_\_\_\_, 20\_\_\_, unless otherwise specified herein.

### RECITALS

WHEREAS, City and Contractor entered into a Franchise Agreement, dated November 1, 2011, for the collection of solid waste, recyclable materials, and organic materials generated by multi-family and commercial premises (Agreement); and

WHEREAS, City and Contractor modified the Agreement by means of a First Amendment on October 26, 2018 (First Amendment), to allow Contractor to reflect certain unforeseeable changes in law and economic conditions and improve efficiencies in implementing the Agreement; and

WHEREAS, City and Contractor now desire to modify the terms of the Agreement with this Amendment, in order to comply with the Short-Lived Climate Pollutants Bill of 2016 (SB 1383).

### AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree as follows:

1. The Definition of “**Commercial Edible Food Generator**” is added and shall read as follows:

“ “Commercial Edible Food Generator” means a Tier One or a Tier Two Commercial Edible Food Generator, as defined in this Agreement or as otherwise defined in 14 CCR Section 192(a)(73) and (a) (74).”

2. The Definition of “**Edible Food**” is added and shall read as follows:

“ “Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement or in 14 CCR, Division 7, Chapter 12 requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.”

3. The Definition of “**Franchise Fee**” shall be amended to read as follows:

“Franchise Fee” means the negotiated fee(s) paid by the Contractor to the City for the privilege of the exclusive Franchise and the rights granted by this Agreement.”

4. The Definition of “**Food Recovery**” is added and shall read as follows:

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

5. The Definition of “**Prohibited Container Contaminants**” is added and shall read as follows:

“Prohibited Container Contaminants” means Discarded Materials placed in any Container that are not identified as acceptable materials for that specific Container.”

6. The Definition of “**Recycle**” or “**Recycling**” shall be amended to read as follows:

“Recycle” or “Recycling” means the process of sorting, cleansing, treating, reconstituting and/or other method of Processing of Discarded Materials at a Processing Site for the purpose of returning such materials to the economy in the form of raw materials for new, reused or reconstituted products.”

7. The Definition of “**Route**” is added and shall read as follows:

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

8. The Definition of “**SB 1383**” is added and shall read as follows:

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.”

9. The Definition of “**Tier One Commercial Edible Food Generator**” is added and shall read as follows:

“Tier One Commercial Edible Food Generator” has the same meaning as in 14 CCR Section 18982(a)(73).”

10. The Definition of “**Tier Two Commercial Edible Food Generator**” is added and shall read as follows:

“Tier Two Commercial Edible Food Generator” has the same meaning as in 14 CCR Section 18982(a)(74).”

11. Section 5.3.2, **Organic Materials Collection – Multi-Family Premises**, shall be amended to read as follows:

“Contractor shall Collect Source Separated Organic Materials from Multi-Family Premises as frequently as scheduled by Customer, but not less than once per week. Contractor shall provide each Customer with a choice of one or more Carts with capacities ranging from sixty-four (64) to ninety-six (96) gallons (or similar sizes), or Bins with capacity ranging from one (1) to two (2) cubic yards (or similar sizes). Contractor shall Collect Organic Materials at the designated location agreed upon by Contractor and Customer.

Except where a waiver or exemption has been granted, the City’s Municipal Code requires all Multi-Family Customers to subscribe to an Organic Materials Recycling program. In the event that a Customer refuses Organic Materials Collection services or Containers provided by Contractor, Contractor shall notify the City Contract Manager of such refusal for reporting purposes.

In accordance with Section 4.5, the City Contract Manager may request Contractor to modify its scope of service to include Collection of Organic Materials in addition to those defined in Article 1.”

12. Section 5.3.3, **Organic Materials Collection – Commercial Premises**, shall be amended to read as follows:

“Contractor shall Collect Organic Materials from Commercial Premises as frequently as scheduled by Customer, but not less than once per week.

Contractor shall allow Commercial Customers to select one or more of the following Collection service methods that best suits the needs of its Premises:

**A. Individual Cart or Bin service.** Contractor shall allow Commercial Premises to use Carts or Bins for Organic Materials Collection. Contractor shall provide each Customer with a choice of one or more Carts with capacities ranging from sixty-four (64) to ninety-six (96) gallons (or similar sizes), or Bins with capacity ranging from one (1) to two (2) cubic yards (or similar sizes).

**B. Centralized Cart or Bin service.** Contractor shall allow for Commercial Premises to use Carts or Bins for Organic Materials

Collection, which are shared by the Occupants of two (2) or more Commercial Premises with a minimum sixty-four (64) gallons per business subject to the shared billing requirements described in Section 7.2.B. In such case, Contractor shall provide one or more Carts or Bins to such Premises as requested by Customer(s) provided that no less than sixty-four (64) gallons (or similar volume) of Container capacity for Organic Materials is provided for every Commercial Customer.

The City's Municipal Code requires all Commercial Customers to participate in an Organic Materials Recycling program. In the event that a Customer refuses Organic Materials Collection services or Containers provided by Contractor, Contractor shall notify the City Contract Manager of such refusal for reporting purposes.

In accordance with Section 4.5, the City Contract Manager may request Contractor to modify its scope of service to include Collection of Organic Materials in addition to those defined in Article 1."

13. The second paragraph of Section 5.4, **Collection from City Facilities**, shall be amended to read as follows:

"Contractor shall Collect Solid Waste, Recyclable Materials, and Organic Materials from City locations at the service levels and Collection frequency identified in Exhibit F, at no charge to the City. City may request increases in the service levels provided to City facilities and add City facilities in Service Area No. 2, provided that the value of such increased service does not increase the total value of City facility service by more than twenty-five percent (25%). Such Collection shall occur at least once per week or more frequently as requested by the City. Contractor shall provide and maintain Collection Containers for the City's use."

14. Section 5.5, **Collection from Special Events**, shall be amended to read as follows:

"Upon request from the City, Contractor shall Collect Solid Waste, Recyclable Materials, and Organic Materials at special events held within Service Area No. 2. Contractor shall provide an adequate number and type of Collection Containers for the special events and shall coordinate its Collection services with the City. Contractor shall prepare and distribute information to the public during such events describing the Collection options available and promoting Recycling. The Contractor shall provide a report in a City Contract Manager-approved format including, at a minimum, the number of Containers provided for use by the public at the event, the Contractor's public education and outreach activities at the event, and the Tonnage of material collected, Disposed and Recycled to the City Contract Manager within ten (10) Business Days of the end of each event (upon

request, Contractor may use a City-approved allocation methodology to calculate collected tonnage).

Contractor shall provide this service at no additional charge for any and all City-sponsored or operated events within Service Area No. 2. Contractor shall provide services to private event sponsors and/or operators at a rate to be negotiated with the event operator, however, in no case shall that rate exceed half of the monthly Maximum Permissible Rate for comparable service levels.”

**15. Section 6.2.A, Organic Materials Processing – Processing**, shall be amended to read as follows:

“Contractor has selected the Approved Organic Materials Processing Site(s) and secured sufficient capacity there to Process Organic Materials Collected under this Agreement. Contractor shall provide the City Contract Manager, upon request, with documentation demonstrating availability of such capacity. Contractor shall pay all costs associated with Transporting Organic Materials to the Approved Organic Materials Processing Site(s) as well as any Processing costs.

Contractor agrees to Transport and deliver all Source Separated Organic Materials it Collects in Service Area No. 2 to the Approved Organic Materials Processing Site(s). Residue from the Organic Materials shall be Disposed of by Contractor at the Designated Disposal Site, or a Disposal Site selected by the Approved Organic Materials Processing Site.

Contractor, or its Subcontractor, shall cause the Approved Organic Materials Processing Site(s) to be in full regulatory compliance at all times, including but not limited to compliance with all required permits. Contractor shall provide copies of notices of violation or permit modifications to the City Contract Manager within five (5) Business Days of receipt.

If Contractor elects to use a Processing Site that is different from the Approved Organic Materials Processing Site, it shall secure prior written approval from the City Contract Manager and such approval will not be unreasonably withheld. The City shall not compensate the Contractor for any increased Transportation and Processing costs associated with the use of Processing Site(s) different from the Approved Organic Materials Processing Site(s). The Parties acknowledge and agree that any expressed or implied right reserved by this Agreement to the City to approve the Processing Site(s) Contractor may use, is limited to ensuring that the facility(ies) selected by the Contractor meets the requirements of Applicable Law including, without limitation, the regulations implementing SB 1383.

The parties to this Agreement acknowledge the mutual benefits to be derived from having the hauler act as a direct service provider to assist the City meet its required procurement target. The regulatory requirement

includes the required product requirements, standards, and procurement records. (14 CCR Section 18993.2). Toward this commitment, upon request, Contractor shall offer Compost Products for purchase to the City at a price that is limited to the cost incurred by the Contractor to purchase and transport such material to the location specified by the City.”

**16.** Section 7.1, **Public Education**, shall be amended to include new text at the end of the existing Section, to read as follows:

“Annually, the Contractor shall include the following *minimum* education and outreach content to Customers by incorporation of this content into the public education materials described in Exhibit G.

- A. Information on the Generator’s requirements to properly separate Recyclable Materials, Organic Materials, and Solid Waste and place such materials in appropriate Containers pursuant to this Agreement and the City’s Municipal Code.
- B. Information on methods for the prevention of Recyclable Materials, Organic Materials, and Solid Waste generation; managing Organic Materials on Generator’s Premises through composting or other Disposal reduction activities allowed under 14 CCR Sections 18983.1 and 18983.2; and sending Organic Materials to community Composting operations.
- C. Information regarding the methane reduction benefits of reducing the Disposal of Organic Materials, and the method(s) that the Contractor uses to recover Organic Materials.
- D. Information related to the public health and safety and environmental impacts associated with the Disposal of Recyclable Materials and Organic Materials.
- E. Information regarding programs for donation of Edible Food as provided by City.
- F. For Commercial Customers, information about the City’s Food Recovery collection program; Tier One and Tier Two Commercial Edible Food Generator requirements specified in 14 CCR, Division 7, Chapter 12, Article 10; Food Recovery organizations and Food Recovery services operating within the City, and where a list of those organizations’ services can be found; and, information about actions that Commercial Edible Food Generators can take to prevent the creation of food waste.”

**17.** Section 7.3, **Other Services – Customer Service Program**, shall be amended to include a new Subsection, 7.3.3, **SB 1383 Regulatory Non-Compliance Complaints**, to read as follows:

“A. **Contractor Receipt of Complaints.** The Parties acknowledge and agree that this Agreement is not intended to impose an obligation on the Contractor to independently investigate or verify complaints it receives for such alleged violations; its sole responsibility in such events is to refer the matter to the City for further handling.

For complaints received in which the Person alleges that an entity is in violation of SB 1383 regulations, Contractor shall refer the complainant to the City and document the following:

1. The complaint as received;
2. The name and contact information of the complainant if the complaint is not submitted anonymously;
3. A description of the alleged violation; including location(s) and all other relevant facts known to the complainant;

Contractor shall provide to the City a monthly summary report of SB 1383 regulatory non-compliance complaints in accordance with Section 9.4.G.

B. **Investigation of SB 1383 Regulatory Non-Compliance Complaints.** City shall notify Contractor of any complaints received for violations within Contractor’s service area. Contractor shall provide City with any requested information related to the alleged violation, so long as such information is known to contractor and within the scope of this agreement, within thirty (30) days of receiving notice of a complaint.”

18. Article 7, **Other Services**, shall be amended to include a new Section 7.5, **Contamination Monitoring**, to read as follows:

“A. **Collection Route Reviews.** Contractor shall, at its sole expense, minimize Prohibited Container Contaminants in a manner that meets the requirements of 14 CCR Section 18984.5. The Contractor may comply by using any CalRecycle-approved approach, including, but not limited to the following:

1. Conducting waste evaluations that meet the requirements of CCR Section 18984.5.(c).
2. Conducting Route reviews that meet the requirements of CCR Section 18984.5.(b) and inspecting at least twenty percent (20%) of Containers for Prohibited Container Contaminants on each Collection Route such that a Collection Route review for Prohibited Container Contaminants is conducted in a manner that results in all Collection Routes (including Organic Materials, Recyclable Materials, and Solid Waste Collection Routes) being reviewed on an annual basis.

The City reserves the right to review and approve the Contractor's contamination monitoring approach.

**B. Contamination Noticing.** If the Contractor finds Prohibited Container Contaminants in any Containers (including Containers inspected through the Collection Route monitoring program and other Containers where Contractor's personnel observed Prohibited Container Contaminants), the Contractor shall leave contamination notices on the Customer's Container, gate, or door, and/or mail, email, or electronically message the notification informing the Customer of the requirements to properly separate materials and providing instructions on proper separation of materials. If Prohibited Container Contaminants are observed on a subsequent occasion within a twelve (12) month period after a notice was given, the Contractor may assess contamination fees. The format of the contamination notice must be approved by the City Contract Manager. If the Contractor observes visible contamination in a Recyclables Materials Container or Organic Materials Container, Contractor may Dispose of the Container's contents. For Customers issued a contamination notice, Contractor shall reinspect Containers for Prohibited Container Contaminants within sixty (60) days of issuance of the contamination notice."

19. Article 7, **Other Services**, shall be amended to include a new Section 7.6, **Inspection and Enforcement**, to read as follows:

"A. **Subscription Compliance Review.** Annually, unless otherwise noted, Contractor shall complete a compliance review of all Customers that generate two (2) cubic yards or more per week of Discarded Materials, to determine their compliance with Generator requirements under Article 2, Sections 6-205 and 6-206 of the City's Municipal Code. The compliance review shall mean a "desk" review of records to determine Customers' compliance with the above requirements and does not necessarily require on-site observation of service; however, the City may request that the Contractor perform an on-site observation of service in addition to or in lieu of the desk review if needed to obtain the required information.

B. **Overall Compliance Review.** Annually, Contractor shall conduct a sufficient number of Route reviews to adequately determine Customer compliance with the City's Discarded Materials Collection program, and overall compliance with SB 1383 Regulations, AB 1826, AB 341, and Article 2, Sections 6-205 and 6-206 of the City's Municipal Code. These Route reviews may be performed concurrently with the contamination monitoring described in Section 7.5, provided that Contractor documents a reasonable sampling of Customers for which general compliance with the City's Discarded



Materials Collection program during the Route review was assessed. The City reserves the right to require additional reviews or inspections, if the City determines that the number of inspections conducted by the Contractor is insufficient. City may require the Contractor to prioritize inspections of entities that the City determines are more likely to be out of compliance.

1. **Non-Compliant Entities.** Contractor shall provide educational materials in response to violations encountered through Route reviews. Contractor shall provide these educational materials to the non-compliant Customers within three (3) Business Days of determination of non-compliance. Contractor shall document the non-compliant Customers and the date and type of education materials provided and shall report such information to the City in accordance with Section 9.5. Beginning January 1, 2024, the City shall be responsible for subsequent enforcement action against the Customers or Generators.
2. **Documentation of Inspection Actions.** The Contractor shall generate a written and/or electronic record and maintain documentation for each inspection, Route review, and compliance review conducted.”

20. Article 7, **Other Services**, shall be amended to include a new Section 7.7, **Generator Waivers**, to read as follows:

“A. **Types of Generator Waivers**

1. **General.** The City may grant waivers described in this Section 7.7 that impact the scope of Contractor’s provision of service for those Generators or Customers. Waivers issued shall be subject to compliance with Article 2, Chapter 6 of the Fresno Municipal Code, 14 CCR Section 18984.11, and/or other requirements specified by the City.
2. **De Minimis Waivers.** The City may waive a Generator’s obligation to comply with some or all of the Organic Materials requirements set forth in this Agreement if the Generator provides a request to Contractor in accordance with Section 7.7.B demonstrating one of the following de minimis conditions:
  - a. The Generator’s total Solid Waste Collection service is two (2) cubic yards or more per week, and Organic Materials comprise less than twenty (20) gallons per week; or,

b. The Generator's total Solid Waste Collection service is less than two (2) cubic yards per week, and Organic Materials comprise less than ten (10) gallons per week.

3. **Physical Space Waivers.** The City may waive a Generator's obligation to comply with some or all of the Organic Materials Collection service requirements set forth in this Agreement if the Generator provides a request to Contractor in accordance with Section 7.7.B, and/or the City or Contractor has evidence from its staff, licensed architect, or licensed engineer demonstrating that the Premises lacks adequate space for the required Collection Containers.

B. **Contractor Review of Generator Waiver Requests.** As of the Effective Date, Generators or Customers may submit City-approved request forms for de minimis waivers or physical space waivers to the Contractor. Following notification from the City to the Contractor, Generators may submit City-approved request forms for collection frequency waivers to the Contractor. Contractor shall within fourteen (14) days review the submitted waiver application and inspect the Generator's Premises to verify the accuracy of the application. Contractor shall provide documentation of the inspection, including the Contractor's recommendation to approve or deny the waiver request, and send this information to the City within twenty-one (21) days of receipt of the waiver application for the City's review and approval. The City ultimately retains the right to approve or deny any application, regardless of the Contractor's recommendation. Contractor shall report information regarding waivers reviewed on a monthly basis, in accordance with Section 9.4.

C. **Contractor Change in Customers' Service Levels.** When the City grants a waiver to a Generator, the City shall notify the Contractor of the waiver approval with information on the Customer and any changes to the Collection service requirements for the Customer. Contractor shall have seven (7) days to modify the Customer's Collection service level and billing statement, as needed.

D. **Waiver Reverification.** It shall be the responsibility of the Contractor to verify that the Generators with approved waivers continue to meet the waiver requirements set forth in this Section. Contractor 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. Contractor shall maintain a record of each waiver reverification and provide a monthly report to the City documenting the waiver reverifications performed and recommendations to the City on those waivers that Contractor

concludes are no longer warranted. The City shall make a final determination of the waiver eligibility of Generators.”

21. Article 7, **Other Services**, shall be amended to include a new Section 7.8, **Edible Food Recovery Program Support**, to read as follows:

- “A. **Cooperation and Non-Interference with Food Recovery Efforts.** Contractor shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion, or operation of Food Recovery efforts in the City. To the extent that this Agreement contemplates that Food Recovery Efforts may be undertaken, in exchange for a fee, by qualified third parties without violating Contractor’s exclusive rights, the Parties expressly acknowledge and agree that the handling of materials collected under a Food Recovery program that are, or which become, inedible and not suitable for human consumption, whether due to spoilage, contamination, or for any other reason, does not constitute Food Recovery and renders the material Solid Waste, subject to the exclusive rights of Contractor as set forth herein. Contractor’s obligation to support Edible Food Recovery efforts does not prevent Contractor from taking any action that Contractor reasonably believes to be necessary or appropriate to protect its exclusive rights under this Agreement. Materials collected as Edible Food and containing residual waste contaminants exceeding 10%, by volume, or putrescible waste contaminants exceeding 1%, by volume, are conclusively presumed to be Solid Waste and do not constitute Edible Food, and the handling thereof is not Food Recovery under this Agreement.
  
- B. **Food Recovery Education.** Contractor shall create and provide educational outreach material for Tier One and Tier Two Commercial Edible Food Generators in accordance with Section 7.1.
  
- C. **Identification of Tier One and Tier Two Commercial Edible Food Generators.** Contractor shall identify all Commercial Customers that meet the definition of Tier One Commercial Edible Food Generators and (beginning in 2024) Tier Two Commercial Edible Food Generators and provide a list of such Customers to the City, which shall include: Customer name; service address; contact information; Tier One or Tier Two classification; and, type of business (as it relates to the Tier One and Tier Two Commercial Edible Food Generator definitions). Contractor shall update the list and provide it to the City annually in accordance with Section 9.6.6.”

22. The fifth paragraph of Section 7.2.A, **Billing**, shall be amended to read as follows:

“In the event that any account becomes more than 30 days past due, Contractor shall notify such Customer of the delinquency via written correspondence and telephone contact. Should any account become more than 60 days past due, Contractor shall provide notice to the Customer via written correspondence, with a copy to the City Contract Manager, that service may be discontinued if the account becomes more than 90 days past due. Should any account become more than 90 days past due, Contractor may discontinue providing service to the Customer including, at the sole option of the Contractor, removing the Container from the Customer’s service location. In the event that Contractor removes a Container from the Customer’s service location, Contractor may charge the Customer a container replacement fee, in accordance with the Maximum Permissible Rates established by this Agreement. No less than three (3) Business Days prior to discontinuing service to a Customer, Contractor shall notify the City Contract Manager of the address, service level, service frequency, and delinquent billing amount. Contractor may withhold service from a delinquent account until past delinquencies are paid in full. Upon restoring service to a previously delinquent account, Contractor may charge the Customer a container replacement fee, in accordance with the Maximum Permissible Rates established by this Agreement and may require a deposit from the Customer not to exceed one month’s billings at the Customer’s service level.”

23. Section 8.4, **Container Requirements**, shall be amended to include a new Subsection 8.4.E, **Container Colors and Labels**, to read as follows:

“If an existing Container breaks or is otherwise rendered non-functional on or after the effective date of this Second Amendment, the Contractor shall replace the non-functional Container with a Container that complies with the color and labeling requirements specified in 14 CCR, Division 7, Chapter 12, Article 3. Notwithstanding this Section, the Contractor is not required to replace functional Containers that do not comply with the color or labeling requirements of 14 CCR, Division 7, Chapter 12, Article 3 prior to the end of the useful life of those Containers, the end of Term of this Agreement, or prior to January 1, 2036, whichever comes first. At least sixty (60) days in advance of Contractor Container or label purchases or repainting of metal Containers, Contractor shall present proposed colors and labels to the City Contract Manager for review and approval.”

24. The first paragraph of Section 9.3, **General Reporting Requirements**, shall be amended to read as follows:

“Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

- A. Approve Rates;
- B. Evaluate the financial efficacy of operations;
- C. Evaluate past and expected progress towards achieving the Contractor's diversion goals and objectives;
- D. Determine needs for adjustment to programs;
- E. Evaluate Customer service and Complaints;
- F. Comply with the reporting requirements of SB 1383; and,
- G. Determine Generator compliance with the City's Municipal Code."

25. Subsection 9.4.B, under **Monthly Reports**, shall be amended to read as follows:

**"Recyclable Materials Services.** Tonnage Collected and Delivered to Designated Recyclable Materials Processing Site by Service Type. Tonnage of Processing Residue Delivered for Disposal, identifying the Disposal Site."

26. Subsection 9.4.C, under **Monthly Reports**, shall be amended to read as follows:

**"Organic Materials Services.** Tonnage Collected, Delivered to Approved Processing Site, and Processed by Service Type. If the Processing Site handles Organic Materials Collected in Service Area No. 2 and from other parties, provide a description of how the quantities of Organic Materials are tracked and allocated to Service Area No. 2. Tonnage of Processing Residue Delivered for Disposal, identifying the Disposal Site."

27. Section 9.4, **Monthly Reports**, shall be amended to include a new Subsection, 9.4.G, **Regulatory Compliance and Monitoring**, to read as follows:

- "1.) Number of contamination and/or compliance monitoring reviews conducted in accordance with Section 7.5.A and 7.6.B, including number of Containers monitored.
- 2.) Number of Customers identified to have Prohibited Container Contaminants or otherwise be non-compliant, including the Customer's service address, Customer's billing address, the date contamination and/or non-compliance was observed, a description of what action was taken, and photographic evidence of the violation.
- 3.) Number of waiver requests and waiver reverifications processed, identifying Contractor's recommendation regarding approval for each request or reverification.

- 4.) Summary report of SB 1383 non-compliance complaints received, and investigations conducted under Sections 7.3.3.A and 7.3.3.B.”

**28. Section 9.6, Annual Reports, shall be amended to include a new Subsection 9.6.6, Regulatory Compliance Monitoring and Inspections, to read as follows:**

“Contractor shall provide a report on the compliance monitoring and inspection work required to be completed in accordance with Section 7.6.

- A. **Results of Compliance Monitoring Desk Review.** Report of all Customers who are out of compliance with the mandatory subscription requirements of Article 2, Section 6-206 of the City’s Municipal Code, separately identifying non-compliant Customers that subscribe to two (2) cubic yards or more per week of Discarded Materials Collection service.
- B. **Results of Overall Compliance Monitoring Review.** Annual assessment of overall Generator compliance determined through the inspections required under Section 7.6.A and 7.6.B, including summary of information collected under Section 7.6.B.2.
- C. **Updated Edible Food Generator List.** Annually updated list of all Tier One and Tier Two Commercial Edible Food Generators, which shall include: Customer name; service address; contact information; Tier One or Tier Two classification; and, type of business (as it relates to the Tier One and Tier Two Commercial Edible Food Generator definitions).”

**29. Exhibit J - Maximum Permissible Customer Rates**

“Exhibit J – City Approved Maximum Permissible Customer Rates shall be replaced by Exhibit J – Maximum Customer Rates attached to this Amendment 2. The rates shall be effective October 1, 2023.”

**30. Implementation of services under this second amendment**

“Contractor agrees to begin implementation of this amendment upon approval by City Council, including ordering of equipment. City acknowledges that the implementation process, including procurement of equipment, site assessments, customer outreach, and delivery of containers, is subject to participation of customers and support of the City. Contractor estimates the process to take up to 90 days from the Effective Date and will provide regular progress updates to City until implementation is completed.”

**31. Section 3.3, “Term” shall be amended to add the following paragraph:**

“As part of the second amendment, the term of this Agreement shall be extended an additional five years to expire November 30, 2036, unless the Agreement is terminated in accordance with Section 13.2”

**32.** Section 5.7, “**Bulky Item Collection Program**” shall be added to the Agreement as follows:

“Contractor shall provide a Bulky Item collection program to Multi-Family complexes within Contractor’s service area who subscribe to services under this agreement. The program will include collection of 1 bulky Item per unit annually, beginning January 1, 2024. Bulky Item collection service for large Multi-Family may include the collection of large items using Roll-Off Containers. Solid Waste collected under the program is not subject to delivery to the Designated Disposal Location. City or Contractor may request changes to the Bulky Item collection program pursuant to section 4.5.”

**33.** All remaining terms of the Agreement and First Amendment remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,  
A California municipal corporation

MID-VALLEY DISPOSAL LLC,  
a California corporation

By: \_\_\_\_\_  
Georgeanne A. White  
City Manager

By: Joseph Kalpakoff 8/25/2023  
DocuSigned by: E69655A71339489...

Name: Joseph Kalpakoff

Title: President  
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

APPROVED AS TO FORM:  
ANDREW JANZ  
City Attorney

By: Angela M. Karst 8/25/2023  
DocuSigned by: 0A8F88F889DD447...  
Angela M. Karst Date  
Senior Deputy City Attorney

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

ATTEST:  
TODD STERMER, CMC  
City Clerk

By: \_\_\_\_\_  
Deputy Date  
Clerk Attesting

REVIEWED BY: \_\_\_\_\_

Addresses:  
CITY:  
City of Fresno  
Attention: Ahmad Alkhayyat  
Assistant Director  
1325 El Dorado Street  
Fresno, CA 93706  
Phone: (559) 621-1801  
E-mail: Ahmad.Alkhayyat@fresno.gov

CONTRACTOR:  
Mid-Valley Disposal LLC  
Attention: Joseph Kalpakoff  
President  
15300 W Jensen Avenue  
Kerman, CA 93630  
Phone: (559) 237-9425  
E-mail: Josephk@midvalleydisposal.com

Attachment:  
Exhibit F- City Service Locations  
Exhibit G- Public Education and Community Outreach Programs  
Exhibit J - Maximum Customer Rates



**EXHIBIT F**  
**CITY SERVICE LOCATIONS**

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Address	Street	Customer Name	Service Type	Container Quantity	Container Size	Frequency
5545	E AIRCORP WAY	CITY OF FRESNO FIRE STA 10	Solid Waste Bin	1	1	2
5545	E AIRCORP WAY	CITY OF FRESNO FIRE STA 10	Recycling Bin	1	2	1
5545	E AIRCORP WAY	CITY OF FRESNO FIRE STA 10	Organics Cart	2	96	1
5570	E AIRCORP WAY	CITY OF FRESNO AIRPORT DEPT	Solid Waste Cart	1	64	1
5350	E AIRWAYS BLVD	CITY OF FRESNO AIRPORT DEPT	Solid Waste Bin	1	2	1
5350	E AIRWAYS BLVD	CITY OF FRESNO AIRPORT DEPT	Recycling Bin	1	2	1
4995	E ANDERSEN AVE	CITY OF FRESNO AIRPORT DEPT	Solid Waste Cart	1	96	1
4995	E ANDERSEN AVE	CITY OF FRESNO AIRPORT DEPT	Organics Cart	1	96	1
5042	E ANDERSEN AVE	CITY OF FRESNO AIRPORT DEPT	Recycling Bin	1	4	1
5042	E ANDERSEN AVE	CITY OF FRESNO AIRPORT DEPT	Solid Waste Bin	1	2	1
5074	E ANDERSEN AVE	CITY OF FRESNO AIRPORT DEPT	Solid Waste Bin	1	3	2
5074	E ANDERSEN AVE	CITY OF FRESNO AIRPORT DEPT	Recycling Bin	1	4	3
5074	E ANDERSEN AVE	CITY OF FRESNO AIRPORT DEPT	Solid Waste Bin	1	1	1
5074	E ANDERSEN AVE	CITY OF FRESNO AIRPORT DEPT	Recycling Bin	1	1	1
5074	E ANDERSEN AVE	CITY OF FRESNO AIRPORT DEPT	Solid Waste Bin	1	1	2
5074	E ANDERSEN AVE	CITY OF FRESNO AIRPORT DEPT	Recycling Bin	1	1	2
5074	E ANDERSEN AVE	CITY OF FRESNO AIRPORT DEPT	Solid Waste Bin	1	4	1
5074	E ANDERSEN AVE	CITY OF FRESNO AIRPORT DEPT	Recycling Bin	1	2	2
4995	E BALCH AVE	CITY OF FRESNO	Solid Waste Bin	1	4	2
4995	E BALCH AVE	CITY OF FRESNO	Recycling Bin	1	4	1
4670	E BUTLER	Mosqueda Center	Solid Waste Bin	1	6	3
4995	E CLINTON WAY	F A T	Recycling Bin	1	2	1
4995	E CLINTON WAY	F A T	Recycling Bin	1	6	1
4995	E CLINTON WAY	F A T	Solid Waste Bin	1	4	2
5175	E CLINTON WAY	F A T	Solid Waste Bin	2	6	2
4522	E CORTLAND AVE	CITY OF FRESNO WATER	Solid Waste Bin	1	2	1
3566	E DAKOTA AVE	Einstein Park	Solid Waste Bin	1	2	2
3566	E DAKOTA AVE	Einstein Park	Recycling Bin	1	2	2
3065	E IOWA AVE	CITY OF FRESNO FIRE STA 4	Recycling Bin	1	1	1
3065	E IOWA AVE	CITY OF FRESNO FIRE STA 4	Solid Waste Bin	1	1	2
5191	E MCKINLEY AVE	CITY OF FRESNO AIRPORT DEPT	Solid Waste Bin	1	2	1
5191	E MCKINLEY AVE	CITY OF FRESNO AIRPORT DEPT	Recycling Bin	1	2	1
5630	E PARK CIRCLE DR	CITY OF FRESNO FIRE STA 15	Organics Cart	2	96	1
5630	E PARK CIRCLE DR	CITY OF FRESNO FIRE STA 15	Solid Waste Cart	2	96	1
5630	E PARK CIRCLE DR	CITY OF FRESNO FIRE STA 15	Recycling Cart	2	96	1
4885	E SHIELDS AVE	CITY OF FRESNO AIRPORT DEPT	Solid Waste Bin	1	3	2
4885	E SHIELDS AVE	CITY OF FRESNO AIRPORT DEPT	Recycling Bin	1	4	3
1910	E UNIVERSITY	CITY OF FRESNO WATER	Solid Waste Bin	1	3	3
1910	E UNIVERSITY	CITY OF FRESNO WATER	Recycling Bin	1	4	2
1910	E UNIVERSITY AVE	CITY OF FRESNO WATER	Solid Waste Cart	1	96	2
2970	E WELDON AVE	CITY OF FRESNO RECREATION	Solid Waste Cart	2	64	2
3286	N AIR CARGO LN	CITY OF FRESNO AIRPORT DEPT	Solid Waste Bin	1	4	1
3286	N AIR CARGO LN	CITY OF FRESNO AIRPORT DEPT	Recycling Bin	1	4	1
745	N FIRST ST	ROMAIN PLAYGROUND	Solid Waste Bin	1	4	2
745	N FIRST ST	ROMAIN PLAYGROUND	Recycling Bin	1	2	2
3414	N FRESNO ST	MANCHESTER PARK	Solid Waste Bin	1	2	2
1264	N JACKSON AVE	CITY OF FRESNO FIRE STA 1	Recycling Bin	1	2	1
1264	N JACKSON AVE	CITY OF FRESNO FIRE STA 1	Solid Waste Bin	1	2	2
1264	N JACKSON AVE	CITY OF FRESNO FIRE STA 1	Organics Cart	2	96	1
3050	N WINERY AVE	CITY OF FRESNO AIRPORT DEPT	Solid Waste Cart	1	96	1
3050	N WINERY AVE	CITY OF FRESNO AIRPORT DEPT	Recycling Bin	1	2	1
3050	N WINERY AVE	CITY OF FRESNO AIRPORT DEPT	Organics Cart	1	96	1
4109	N WINERY AVE	CITY OF FRESNO WATER	Solid Waste Bin	1	6	1
1621	S CEDAR	City of Fresno-Recreation	Solid Waste Bin	1	3	2
1428	S CEDAR AVE	CITY OF FRESNO FIRE STA 8	Solid Waste Cart	2	96	1
1428	S CEDAR AVE	CITY OF FRESNO FIRE STA 8	Recycling Cart	2	96	1
1617	S CEDAR AVE	City of Fresno	Recycling Cart	1	96	1
1617	S CEDAR AVE	City of Fresno	Solid Waste Bin	1	2	2
1350	E ANNADALE	Headstart/Ivy Center	Solid Waste Bin	1	3	2
1350	E ANNADALE	Headstart/Ivy Center	Solid Waste Bin	1	2	2
1516	E PRINCETON	Lafayette Park	Solid Waste Bin	1	2	2
2425	FRESNO	CITY OF FRESNO RECREATION	Recycling Bin	1	4	1
2425	FRESNO	CITY OF FRESNO RECREATION	Solid Waste Bin	1	4	1
2600	FRESNO	Fresno City Hall	Solid Waste Bin	2	4	6
2600	FRESNO	Fresno City Hall	Recycling Bin	2	4	5
1406	FRESNO ST	CITY OF FRESNO FIRE STA 3	Solid Waste Bin	1	2	2
1406	FRESNO ST	CITY OF FRESNO FIRE STA 3	Recycling Bin	1	4	2
2326	FRESNO ST	Old City Hall	Solid Waste Bin	1	2	6
2326	FRESNO ST	Old City Hall	Recycling Bin	1	2	5

Address	Street	Customer Name	Service Type	Container Quantity	Container Size	Frequency
2444	FRESNO ST	CITY OF FRESNO WATER*	Solid Waste Cart	1	64	2
2101	G	CITY OF FRESNO FACILITIES	Solid Waste Bin	1	6	1
2101	G	CITY OF FRESNO FACILITIES	Solid Waste Bin	1	2	2
2101	G	City Yard/Veh Repair Bays	Solid Waste Bin	2	1	2
2101	G ST	City Yard/Vehicle Wash Canopy	Solid Waste Cart	11	96	1
2101	G ST	City Yard/Sewer	Solid Waste Cart	1	96	2
2101	G ST	City Yard	Solid Waste Cart	5	96	1
2101	G ST	CITY OF FRESNO	Solid Waste Cart	1	96	2
2101	G ST	City Yard/Canopy *M*	Solid Waste Cart	1	96	2
2101	G ST	City Yard/Under Canopy *N*	Solid Waste Cart	1	96	2
2101	G ST	City Yard/Repaired Veh Canopy	Solid Waste Cart	1	96	2
2101	G ST	CITY OF FRESNO	Solid Waste Cart	1	96	2
2101	G ST	CITY OF FRESNO	Solid Waste Cart	1	96	2
2101	G ST	City Yard/P.D. Vehicle Canopy	Solid Waste Cart	2	96	2
2101	G ST	City Yard/Sanitation-STREETS	Solid Waste Cart	1	96	1
2101	G ST	CITY OF FRESNO FACILITIES	Solid Waste Bin	1	2	1
2101	G ST	CITY OF FRESNO FACILITIES	Recycling Bin	1	6	2
2101	G ST	CITY OF FRESNO	Recycling Bin	2	2	1
2101	G ST	CITY OF FRESNO	Solid Waste Bin	2	1	2
2101	G ST	CITY OF FRESNO FACILITIES	Solid Waste Bin	2	3	2
2101	G ST	CITY OF FRESNO FACILITIES	Recycling Bin	1	2	1
2101	G ST	City Yard/Sanitation	Solid Waste Bin	1	1	1
2101	G ST	City Yard/Gas Pumps	Recycling Cart	1	96	1
2101	G ST	City Yard/Vehicle Wash Canopy	Recycling Cart	3	96	2
2101	G ST	City Yard/Canopy *M*	Recycling Cart	1	96	1
2101	G ST	City Yard/Under Canopy *N*	Recycling Cart	1	96	1
2101	G ST	City Yard/Repaired Veh Canopy	Recycling Cart	1	96	1
2101	G ST	City Yard/P.D. Vehicle Canopy	Recycling Cart	1	96	1
2101	G ST	City Yard/Sewer	Recycling Bin	1	1	2
2101	G ST	City Yard/Sanitation-Streets	Recycling Bin	3	1	2
2101	G ST	City Yard	Solid Waste Bin	1	1	1
2101	G ST	City Yard	Recycling Bin	1	2	2
2101	G ST	City Yard	Solid Waste Bin	2	1	1
2101	G ST	City Yard	Recycling Bin	1	2	2
2101	G ST	CITY OF FRESNO	Solid Waste Bin	1	1	1
2101	G ST	CITY OF FRESNO	Recycling Bin	1	4	2
2101	G ST	City Yard/Gas Pumps	Recycling Bin	1	4	2
2101	G ST	City Yard/Gas Pumps	Solid Waste Bin	1	1	1
2101	G ST	City Yard/Vehicle Wash Canopy	Solid Waste Bin	2	3	2
2101	G ST	City Yard/Vehicle Wash Canopy	Recycling Bin	1	2	2
2101	G ST	CITY OF FRESNO	Recycling Cart	1	96	1
2101	G ST	CITY OF FRESNO	Organics Cart	3	96	1
2101	G ST	City Yard/Radio Shop	Solid Waste Cart	1	96	2
2101	G ST	City Yard/Radio Shop	Recycling Bin	1	1	2
2101	G ST	City Yard/Veh Repair Bays	Recycling Bin	1	4	2
2101	G ST	City Yard/Veh Repair Bays	Solid Waste Cart	16	96	2
2101	G ST	City Yard/Veh Repair Bays	Recycling Bin	1	2	2
2101	G ST	City Yard/Veh Repair Bays	Recycling Cart	7	96	2
2101	G ST	City Yard/Veh Repair Bays	Solid Waste Bin	3	2	2
2223	G ST	City of Fresno FAX	Recycling Bin	2	2	2
2223	G ST	City of Fresno FAX	Solid Waste Bin	1	2	3
2223	G ST	City of Fresno FAX	Recycling Bin	1	4	2
2223	G ST	City of Fresno FAX	GB	1	1	1
2223	G ST	CITY OF FRESNO FAX	GB	1	1	1
2101	G St Bldg Y	CITY OF FRESNO FACILITIES	Recycling Bin	1	2	2
2101	G St Bldg Y	CITY OF FRESNO FACILITIES	Recycling Bin	2	3	1
2101	G Str Bldg G	City Yard. STREETS	Recycling Cart	5	96	1
2101	G Str Bldg V	CITY OF FRESNO FACILITIES	Recycling Cart	1	96	1
2101	G Street	CITY OF FRESNO FACILITIES	Solid Waste Bin	1	2	2
2101	G Street	CITY OF FRESNO FACILITIES	Solid Waste Bin	1	4	2
2223	G Street	City of Fresno FAX	Solid Waste Bin	2	6	3
2223	G Street	City of Fresno FAX	Solid Waste Bin	2	3	3
2223	G Street	City of Fresno FAX	Solid Waste Bin	4	5	5
2223	G Street	City of Fresno FAX	Solid Waste Bin	1	4	3
2323	MARIPOSA MALL	Fresno Police Dept	Solid Waste Bin	2	2	5
2323	MARIPOSA MALL	Fresno Police Dept	Recycling Bin	1	2	5
760	MAYOR	Frank H. Ball Playgrnd	Recycling Bin	1	4	2
760	MAYOR	Frank H. Ball Playgrnd	Solid Waste Bin	1	3	2
940	N BROADWAY	Fresno Police Dept	Solid Waste Bin	1	2	2

Address	Street	Customer Name	Service Type	Container Quantity	Container Size	Frequency
940	N BROADWAY	Fresno Police Dept.	Solid Waste Bin	1	1	2
940	N BROADWAY	Fresno Police Dept.	Recycling Cart	1	96	1
50	N CALAVERAS	Dickey Playground	Solid Waste Bin	1	2	2
3131	N FRESNO ST	CITY OF FRESNO FIRE STA 5	Solid Waste Cart	1	96	2
2510	N POLK AVE	CITY OF FRESNO FIRE STA 16	Organics Cart	2	96	1
2510	N POLK AVE	CITY OF FRESNO FIRE STA 16	Solid Waste Cart	2	96	1
2510	N POLK AVE	CITY OF FRESNO FIRE STA 16	Recycling Cart	2	96	1
770	N San Pablo #B	Ted C. Wills Headstart/Park	Solid Waste Bin	1	3	3
770	N San Pablo #B	Ted C. Wills Headstart/Park	Solid Waste Bin	2	3	5
770	N SAN PABLO AVE	Ted C. Wills Headstart/Park	Recycling Bin	1	3	1
2340	N VAGEDES AVE	CITY OF FRESNO FIRE STA 9	Solid Waste Bin	1	1	2
2340	N VAGEDES AVE	CITY OF FRESNO FIRE STA 9	Recycling Bin	1	1	1
2340	N VAGEDES AVE	CITY OF FRESNO FIRE STA 9	Organics Cart	3	96	1
1007	R ST	CITY OF FRESNO RECREATION	Solid Waste Cart	1	96	1
1007	R ST	CITY OF FRESNO RECREATION	Recycling Cart	1	96	1
2571	S CHERRY AVE	CITY OF FRESNO FIRE STA 7	Recycling Bin	1	1	1
2571	S CHERRY AVE	CITY OF FRESNO FIRE STA 7	Organics Cart	3	96	1
2571	S CHERRY AVE	CITY OF FRESNO FIRE STA 7	Solid Waste Bin	1	1	1
2385	S FAIRVIEW	Cecil C Hinton Comm. Center	Solid Waste Bin	1	5	2
224	S FIRST	Holmes Playground	Recycling Bin	1	4	2
224	S FIRST	Holmes Playground	Solid Waste Bin	1	2	2
224	S FIRST ST	HOLMES PLAYGROUND	Organics Cart	6	96	1
535	S TRINITY	FINK WHITE	Solid Waste Bin	1	2	2
2650	TULARE	City of Fresno/Amtrak	Solid Waste Bin	1	3	2
2650	TULARE	City of Fresno/Amtrak	Recycling Bin	1	4	1
1231	VAN NESS AVE	City of Fresno	Solid Waste Bin	1	2	2
894	W BELMONT AVE	Chaffee Zoo in Roeding Park	Solid Waste Bin	2	2	7
894	W BELMONT AVE	Chaffee Zoo in Roeding Park	Solid Waste Bin	1	4	7
894	W BELMONT AVE	Tipplers, @ N and S gates. 3cyb size capacity of 2cyb	Solid Waste Bin	5	3	7
894	W BELMONT AVE	STORYLAND in ROEDING PARK	Solid Waste Bin	2	2	7
894	W BELMONT AVE	Playland in ROEDING PARK	Solid Waste Bin	1	4	6
894	W BELMONT AVE	Roeding Park	Solid Waste Bin	1	4	6
894	W BELMONT AVE	Roeding Park	Solid Waste Bin	2	2	7
894	W BELMONT AVE	Roeding Park	Recycling Bin	1	4	1
896	W BELMONT AVE	Chaffee Zoo in Roeding Park	TR	1	4	1
950	W CHANDLER	CITY OF FRESNO AIRPORT DEPT	Solid Waste Bin	2	2	2
808	W DAKOTA AVE	QUIGLEY PARK	Solid Waste Bin	1	2	2
808	W DAKOTA AVE	QUIGLEY PARK	Recycling Bin	1	2	2
1345	W EDEN AVE	Sunset Center	Solid Waste Bin	1	1	1
1345	W EDEN AVE	Sunset Center	Recycling Bin	1	1	1
5607	W JENSEN	City of Fresno/Sewage	Solid Waste Bin	6	1	2
5607	W JENSEN	CITY OF FRESNO SEWER MAINT	Solid Waste Bin	1	1	2
5607	W JENSEN	City of Fresno/Sewage	Solid Waste Bin	1	3	2
5607	W JENSEN	City of Fresno/Sewage	Recycling Bin	2	6	2
5607	W JENSEN AVE	City of Fresno/Sewage	Solid Waste Bin	1	6	2
510	W KEARNEY BLVD	CITY OF FRESNO AIRPORT DEPT	Solid Waste Cart	1	64	2
510	W KEARNEY BLVD	CITY OF FRESNO AIRPORT DEPT	Solid Waste Cart	1	96	2
510	W KEARNEY BLVD	CITY OF FRESNO AIRPORT DEPT	Recycling Cart	1	96	2
520	W KEARNEY BLVD	CITY OF FRESNO AIRPORT DEPT	Solid Waste Bin	1	1	1
520	W KEARNEY BLVD	CITY OF FRESNO AIRPORT DEPT	Recycling Bin	1	1	1
524	W KEARNEY BLVD	CITY OF FRESNO AIRPORT DEPT	Recycling Cart	1	96	1
524	W KEARNEY BLVD	CITY OF FRESNO AIRPORT DEPT	Solid Waste Cart	1	64	2
548	W KEARNEY BLVD	CITY OF FRESNO AIRPORT DEPT	Solid Waste Cart	1	64	2
668	W KEARNEY BLVD	CITY OF FRESNO AIRPORT DEPT	Solid Waste Cart	1	96	2

**EXHIBIT G**

**PUBLIC EDUCATION AND COMMUNITY OUTREACH PROGRAMS**

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## 2.8

### **Technical Proposal | Public Education/Recycling Technical Assistance**

The objective of this section is to a) convey MVD's competency in developing and managing public education programs; b) relay its proposed plan for outreach during the transition period and beyond; c) illustrate the Company's willingness to become involved in the community. A draft *Public Education Plan* to serve as the basis for the final plan for contract year one is included in this section.

MVD owners have been collecting solid waste and recyclable materials for decades; and during this time outreach efforts have had to flex with industry changes to ensure proper communication of them to customers. This resulting communications experience will positively affect a smooth transition between contractors for MVD customers.

MVD's approach to communicating with its customers is simple and creative. It respects the fact people are inundated with too much information. All materials convey solid reasons for cultivating new, green behaviors in order to motivate customers, and will also identify additional resources for customers who want to know more about environmental issues.

Although a consistent message repetitively delivered in an abbreviated, catchy way is most effective, once the desired behaviors are adopted by customers regular reinforcement is required to sustain them. Finally, emphasizing the difference an individual's recycling practices makes is helpful. MVD's public education program will continually remind customers of the importance of adhering to program guidelines and will report their progress and associated positive environmental impacts back to them.

This program incorporates a strong community relations element. Responsibility for community interface will be spread amongst the Company' middle and top management, assuring that pledges of human and financial resources to the community's benefit are made and kept.

The Company also proposes an interactive educational component for schools that is age-appropriate, engaging, and designed to reinforce good recycling behavior.

Excellent coordination between MVD and the City will contribute greatly toward program success. To facilitate communication, MVD will respectfully and actively participate in coordination meetings with the City during the ramp up period and throughout the term of the *Agreement*.





MVD will track all public education and community relations efforts meticulously and quantify results in accordance with the draft *Franchise Agreement*. The Company has considerable experience doing this in several other jurisdictions where it is required as part of periodic reporting.

### **Staffing**

The biography of Ivette Rodriguez Public Relations Manager, is included in *Section 1*. Ivette is responsible for general oversight of the entire program and the following specific public education activities:

- ☒ Municipal and media relations
- ☒ Development and distribution of effective promotional and educational collateral materials, including all electronic components
- ☒ Development and delivery of presentations to business and civic groups
- ☒ Coordination of coverage of community activities
- ☒ Development and delivery of interactive school assemblies, classroom visits, and school group activities
- ☒ Collaboration with all MVD Public Education Specialists for development and distribution of effective collateral materials, including electronic components
- ☒ Update of website and all e-activities.

MVD's objective of gaining the maximum commercial/MFD recycling/organics collection program participation and diversion under any proposal.

### **Government, Community, and Media Relations**

As noted in the draft *Franchise Agreement*, the Public Education Manager is responsible for **government relations**. As liaison, she will represent the Company to the City. In that capacity she will attend the following meetings and engage in the following activities:

- ☒ Attend City Council, City staff, and City strategy development meetings.
- ☒ Coordinate with the City to integrate municipal and contractor activities, as appropriate.
- ☒ Make requisite presentations and proposals.
- ☒ Function as a point of contact for contract compliance matters.



In the area of **community relations**, the Public Education Manager will be responsible for:

- Represent MVD in community activities.
- Support local community service organizations as enumerated in *Exhibit C of the Agreement*.
- Ensuring other mid- and top-tier managers are involved in community relations activities.

In her role as **media relations** interface, the Public Education Manager will:

- Proactively develop rapport with the all local media outlets: TV, radio, and print.
- Track media coverage of the Company, industry, and environmental issues and developments in general.

Although the Public Education Manager is responsible for the above tasks, she will engage other MVD employees to participate in certain activities as may be warranted or appropriate. For example, in monitoring contract compliance she may bring in the operations manager for discussions on matters relating to driver management for quick resolution.



## Public Education Plan

This draft *Public Education Plan* first addresses items that apply to all programs. Following that is a chart based on the public education parameters given in the draft *Franchise Agreement*. Once the *Agreement* is finalized, MVD's first order of business with the City is to begin meeting regularly to coordinate all start-up activities, including these.

- ☒ Develop, produce and distribute, in close collaboration with the City, all public education materials listed in the proceeding plan. Each piece will be carefully considered in order to determine how the information is best conveyed to non-English speaking individuals. Also factor in the cultural context and/or business environment as necessary and appropriate.
- ☒ Customize materials to specific business types
- ☒ Design and place print ads and posters and distribute press releases that correspond to program milestones as determined to be a wise program complement.
- ☒ Hold workshops to correspond to program milestones or as otherwise needed in order to be accessible to customers.
- ☒ Create and maintain a user-friendly website that is both an effective customer service tool and that also organizes the community and helps move it toward its sustainability objectives.

The draft plan on the following page is provided as a starting point for discussions with the City relative to the Public Education component of the scope of work. Sample outreach materials, including reports, are included in *Exhibit 2.4*.



## Public Education and Outreach | Commercial Education and Outreach Programs

All printed materials also to be posted to the Company's website.

Task	Description	Purpose	Distribution/Frequency
<b>START- UP</b>			
1	Available Services Flyer	Explains recycling services by business type, such as retail, business office, food service, manufacturing, and so forth. Special flyer focused on food waste/compostables generators.	All commercial businesses during initial site visits.
2	Training Meetings	Conduct training meetings by business type as referenced above. Answer questions. Schedule Recycling Opportunity Assessments.	Advertise and hold 30 days prior to contract start date.
3	Business Association Meetings	Attend/present at four business association meetings. MVD will introduce itself/services in writing to all business associations as well as community, civic, and charitable organizations in Fresno and volunteer to speak on relevant topics/answer questions.	Groups mentioned at left. 30 days prior to start up Schedule at group's convenience.
<b>ONGOING</b>			
4	Quarterly newsletter	Quarterly newsletters with relevant content. Formatted in way conducive to posting in lunch rooms and other employee areas.	All businesses. Quarterly. Direct mail.
5	Annual Information	Updated program information in format to be determined by City (newsletter or brochure for example).	All businesses. Annually. Direct mail.
6	Waste Audits/Recycling Opportunity Assessments	MVD will make contact with every business to set appointments. Distribution of how-to information, enclosure posters, and interior container posters and labels to occur during training process. Distribution of interior collection containers to occur during process. Assertive training, follow-up, and monitoring are featured. Major emphasis on substantially increasing diversion.	All businesses. Initial contact prior to contract start-up; ongoing as needed or per schedule to be developed jointly with City.
7	Employee Training	On-site training based on customer need.	All businesses subscribing to recycling/organics collection services by request.
8	Business Associations	MVD will seek to build rapport with and educate the Fresno business community. Public Education Manager will make herself available, through the mailing described in item 3 above, to give presentations.	All business groups.
8	Invoice Blurbs	Brief statements concerning relevant program features.	All businesses, quarterly.



## **Additional Information – Approach to MFD/Commercial Recycling: Commercial Recycling Technical Assistance**

### **Summary of Technical Assistance Approach**

MVD will provide education, outreach, training, follow-up, troubleshooting, monitoring, data collection, and program evaluation services for commercial, institutional, and multi-family customers. Providing such services on the premises of customers is referred to as recycling technical assistance.

### **Goals**

MVD public education staff will focus on increasing the diversion of various reusable, recyclable, and compostable materials from these sectors, in accordance with the City's and county's waste diversion and resource conservation goals. MVD's aim is to maximize tons diverted and level of participation while minimizing materials contamination.

### **Summary of Approach**

MVD will provide practical advice, encouragement, and positive reinforcement to customers in support of these goals. MVD will develop collaborative working relationships with the City of Fresno and customers.

### **Understanding of the Nature of Recycling Technical Assistance**

MVD understands this work requires:

- ☒ Rapid response and assessment of customer needs, including during non-standard business hours.
- ☒ Collaborative interaction with various stakeholders, including the City, County health inspectors, customers of all types and their staff—ranging from top managers to custodians.
- ☒ Sensitivity to the varied cultures, languages, and organizational structures found within businesses, institutions, and multi-family dwellings.
- ☒ Close working relationships with the City of Fresno and customers.
- ☒ Strong knowledge of recyclable material specifications, and of reusable, recyclable, or compostable substitutes for commonly-disposed products.
- ☒ Attention to the special issues associated with food scraps recovery.
- ☒ Strong problem-solving, analytical, and communication skills.
- ☒ High ethical and professional service standards.



### **Summary of Tasks to be Undertaken**

MVD will provide the following services to its Fresno customers:

- Implementation strategy development.
- Customer screening, targeting outreach.
- On-site Recycling Opportunity Assessments.
- Product substitution options.
- Review of outreach materials.
- Customer training.
- Customer monitoring, troubleshooting, and follow-up.
- Reinforcement for cross-program education and use.
- Assistance with customer recognition programs.
- Data collection and analysis.
- Program analysis and recommendations.

In subsequent years, MVD will reduce its intensity of effort as the program moves from an implementation stage to a maintenance level.

### **Services to be Provided**

MVD will provide the following services:

- Coordinate with the City, local trade associations and management companies as appropriate to develop and implement strategies for targeted outreach and technical assistance to customers to implement waste diversion programs, including participation in composting and recycling collection programs and other waste prevention activities.
- Assist in identifying and screening customers for opportunities where a significant diversion potential is possible.
- Conduct or assist in on-site recycling opportunity assessments, off-site audits of compactor loads, program assessments, staff and/or tenant training, on-site implementation assistance, and follow-up monitoring of customer performance.
- Evaluate and present options for recovering or substituting difficult-to-recycle, compost, or reuse materials, such as identifying opportunities to use compostable or recyclable food service ware or packaging.
- Development of outreach materials about waste reduction, recycling, and composting; distribute such materials when meeting with customers.

Proposal to the City of Fresno

MFD and Commercial Solid Waste, Recyclable Material MVD, and Organics Material MVD Services



- ☑ Assist in gaining management support and dedication of staff resources from customers for program implementation.
- ☑ Identify and promote other program or recognition opportunities such as potential Green Business certification, toxics reduction, green building, green purchasing, energy efficiency, water conservation, local and regional awards, and other programs if applicable and requested.
- ☑ Develop program tracking measures and prepare progress reports on impacts of program implementation, such as waste diversion, participation levels, contamination, cost savings, generator satisfaction, and recommendations.

**EXHIBIT J**  
**MAXIMUM CUSTOMER RATES**



**Exhibit J - Maximum Customer Rates**

**Mid Valley Disposal**

Service Level					Solid Waste Rates (Effective November 1, 2023)					
Assumed LBS./CY <span style="border: 1px solid black; padding: 2px;">121</span>					Proposed Solid Waste Rates					Per Cubic-Yard Rate
					(A) Operating Cost Component					\$29.32
					(B) Processing Component					
					(C) Disposal Component					\$11.60
					(D) Fee Component					\$10.23
					(E) Total					\$51.15
(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)		
Service Level					Estm.					
Size	Wkly. Freq.	Volum e	Volume Factor	Freq. Factor	Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total
					[A * F * G * H]	[B * F * G * H]	[C * F]	[D * F * G * H]	[J + K + L + M]	
32 Gal	1 /wk	0.2	1.33	1.00	0.00	\$6.18	\$0.00	\$1.84	\$2.16	\$10.17
32 Gal	2 /wk	0.3	1.33	1.02	0.00	\$12.60	\$0.00	\$3.68	\$4.40	\$20.67
32 Gal	3 /wk	0.5	1.33	1.04	0.00	\$19.27	\$0.00	\$5.51	\$6.72	\$31.51
32 Gal	4 /wk	0.6	1.33	1.06	0.00	\$26.19	\$0.00	\$7.35	\$9.14	\$42.68
32 Gal	5 /wk	0.8	1.33	1.08	0.00	\$33.36	\$0.00	\$9.19	\$11.64	\$54.19
32 Gal	6 /wk	1.0	1.00	1.10	0.00	\$30.66	\$0.00	\$11.03	\$10.70	\$52.38
32 Gal	7 /wk	1.1	1.00	1.12	0.00	\$36.41	\$0.00	\$12.86	\$12.71	\$61.98
64 Gal	1 /wk	0.3	1.33	1.00	0.00	\$12.36	\$0.00	\$3.68	\$4.31	\$20.34
64 Gal	2 /wk	0.6	1.33	1.02	0.00	\$25.20	\$0.00	\$7.35	\$8.79	\$41.35
64 Gal	3 /wk	1.0	1.00	1.04	0.00	\$28.98	\$0.00	\$11.03	\$10.11	\$50.12
64 Gal	4 /wk	1.3	1.00	1.06	0.00	\$39.39	\$0.00	\$14.70	\$13.74	\$67.83
64 Gal	5 /wk	1.8	1.00	1.08	0.00	\$50.16	\$0.00	\$18.38	\$17.50	\$86.04
64 Gal	6 /wk	1.9	1.00	1.10	0.00	\$61.31	\$0.00	\$22.05	\$21.39	\$104.75
64 Gal	7 /wk	2.2	1.00	1.12	0.00	\$72.83	\$0.00	\$25.73	\$25.41	\$123.97
96 Gal	1 /wk	0.5	1.33	1.00	0.00	\$18.53	\$0.00	\$5.51	\$6.47	\$30.51
96 Gal	2 /wk	1.0	1.00	1.02	0.00	\$28.43	\$0.00	\$11.03	\$9.92	\$49.37
96 Gal	3 /wk	1.4	1.00	1.04	0.00	\$43.47	\$0.00	\$16.54	\$15.17	\$75.18
96 Gal	4 /wk	1.9	1.00	1.06	0.00	\$59.08	\$0.00	\$22.05	\$20.61	\$101.75
96 Gal	5 /wk	2.4	1.00	1.08	0.00	\$75.24	\$0.00	\$27.56	\$26.25	\$129.06
96 Gal	6 /wk	2.9	1.00	1.10	0.00	\$91.97	\$0.00	\$33.08	\$32.09	\$157.13
96 Gal	7 /wk	3.3	0.98	1.12	0.00	\$107.06	\$0.00	\$38.59	\$37.35	\$183.00

## Exhibit J - Maximum Customer Rates

Size	Freq.	Wkly. Volume	Volume Factor	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total
1 CY,	1 /wk	1	1.00	1.00	0.00	\$29.32	\$0.00	\$11.60	\$10.23	\$51.15
1 CY,	2 /wk	2	1.00	1.02	0.00	\$59.81	\$0.00	\$23.20	\$20.87	\$103.88
1 CY,	3 /wk	3	0.98	1.04	0.00	\$89.65	\$0.00	\$34.80	\$31.28	\$155.73
1 CY,	4 /wk	4	0.98	1.06	0.00	\$121.83	\$0.00	\$46.40	\$42.51	\$210.74
1 CY,	5 /wk	5	0.98	1.08	0.00	\$155.16	\$0.00	\$58.00	\$54.14	\$267.30
1 CY,	6 /wk	6	0.95	1.10	0.00	\$183.84	\$0.00	\$69.60	\$64.14	\$317.58
1 CY,	7 /wk	7	0.95	1.12	0.00	\$218.38	\$0.00	\$81.20	\$76.19	\$375.77
2 CY,	1 /wk	2	1.00	1.00	0.00	\$58.64	\$0.00	\$23.20	\$20.46	\$102.30
2 CY,	2 /wk	4	0.98	1.02	0.00	\$117.23	\$0.00	\$46.40	\$40.90	\$204.54
2 CY,	3 /wk	6	0.95	1.04	0.00	\$173.81	\$0.00	\$69.60	\$60.64	\$304.05
2 CY,	4 /wk	8	0.95	1.06	0.00	\$236.20	\$0.00	\$92.80	\$82.41	\$411.41
2 CY,	5 /wk	10	0.95	1.08	0.00	\$300.82	\$0.00	\$116.00	\$104.96	\$521.78
2 CY,	6 /wk	12	0.93	1.10	0.00	\$359.93	\$0.00	\$139.20	\$125.58	\$624.72
2 CY,	7 /wk	14	0.93	1.12	0.00	\$427.56	\$0.00	\$162.40	\$149.18	\$739.13
3 CY,	1 /wk	3	0.98	1.00	0.00	\$86.20	\$0.00	\$34.80	\$30.08	\$151.08
3 CY,	2 /wk	6	0.95	1.02	0.00	\$170.47	\$0.00	\$69.60	\$59.48	\$299.54
3 CY,	3 /wk	9	0.95	1.04	0.00	\$260.71	\$0.00	\$104.40	\$90.97	\$456.08
3 CY,	4 /wk	12	0.93	1.06	0.00	\$346.84	\$0.00	\$139.20	\$121.02	\$607.06
3 CY,	5 /wk	15	0.93	1.08	0.00	\$441.74	\$0.00	\$174.00	\$154.13	\$769.86
3 CY,	6 /wk	18	0.93	1.10	0.00	\$539.90	\$0.00	\$208.80	\$188.38	\$937.07
3 CY,	7 /wk	21	0.90	1.12	0.00	\$620.65	\$0.00	\$243.60	\$216.55	\$1,080.79
4 CY,	1 /wk	4	0.98	1.00	0.00	\$114.93	\$0.00	\$46.40	\$40.10	\$201.44
4 CY,	2 /wk	8	0.95	1.02	0.00	\$227.29	\$0.00	\$92.80	\$79.30	\$399.39
4 CY,	3 /wk	12	0.93	1.04	0.00	\$340.30	\$0.00	\$139.20	\$118.73	\$598.23
4 CY,	4 /wk	16	0.93	1.06	0.00	\$462.46	\$0.00	\$185.60	\$161.36	\$809.41
4 CY,	5 /wk	20	0.90	1.08	0.00	\$569.98	\$0.00	\$232.00	\$198.87	\$1,000.85
4 CY,	6 /wk	24	0.90	1.10	0.00	\$696.64	\$0.00	\$278.40	\$243.06	\$1,218.11
4 CY,	7 /wk	28	0.90	1.12	0.00	\$827.53	\$0.00	\$324.80	\$288.73	\$1,441.06

**Exhibit J - Maximum Customer Rates**

Size	Wkly. Freq.	Volume	Volume Factor	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total
5 CY.	1 /wk	5	0.98	1.00	0.00	<u>\$143.67</u>	<u>\$0.00</u>	<u>\$58.00</u>	<u>\$50.13</u>	<u>\$251.80</u>
5 CY.	2 /wk	10	0.95	1.02	0.00	<u>\$284.11</u>	<u>\$0.00</u>	<u>\$116.00</u>	<u>\$99.13</u>	<u>\$499.24</u>
5 CY.	3 /wk	15	0.93	1.04	0.00	<u>\$425.37</u>	<u>\$0.00</u>	<u>\$174.00</u>	<u>\$148.42</u>	<u>\$747.79</u>
5 CY.	4 /wk	20	0.90	1.06	0.00	<u>\$559.43</u>	<u>\$0.00</u>	<u>\$232.00</u>	<u>\$195.19</u>	<u>\$986.61</u>
5 CY.	5 /wk	25	0.90	1.08	0.00	<u>\$712.48</u>	<u>\$0.00</u>	<u>\$290.00</u>	<u>\$248.59</u>	<u>\$1,251.07</u>
5 CY.	6 /wk	30	0.90	1.10	0.00	<u>\$870.80</u>	<u>\$0.00</u>	<u>\$348.00</u>	<u>\$303.83</u>	<u>\$1,522.64</u>
5 CY.	7 /wk	35	0.90	1.12	0.00	<u>\$1,034.41</u>	<u>\$0.00</u>	<u>\$406.00</u>	<u>\$360.91</u>	<u>\$1,801.32</u>
6 CY.	1 /wk	6	0.95	1.00	0.00	<u>\$167.12</u>	<u>\$0.00</u>	<u>\$69.60</u>	<u>\$58.31</u>	<u>\$295.04</u>
6 CY.	2 /wk	12	0.93	1.02	0.00	<u>\$333.76</u>	<u>\$0.00</u>	<u>\$139.20</u>	<u>\$116.45</u>	<u>\$589.41</u>
6 CY.	3 /wk	18	0.93	1.04	0.00	<u>\$510.45</u>	<u>\$0.00</u>	<u>\$208.80</u>	<u>\$178.10</u>	<u>\$897.35</u>
6 CY.	4 /wk	24	0.90	1.06	0.00	<u>\$671.31</u>	<u>\$0.00</u>	<u>\$278.40</u>	<u>\$234.23</u>	<u>\$1,183.94</u>
6 CY.	5 /wk	30	0.90	1.08	0.00	<u>\$854.97</u>	<u>\$0.00</u>	<u>\$348.00</u>	<u>\$298.31</u>	<u>\$1,501.28</u>
6 CY.	6 /wk	36	0.90	1.10	0.00	<u>\$1,044.96</u>	<u>\$0.00</u>	<u>\$417.60</u>	<u>\$364.60</u>	<u>\$1,827.16</u>
6 CY.	7 /wk	42	0.90	1.12	0.00	<u>\$1,241.29</u>	<u>\$0.00</u>	<u>\$487.20</u>	<u>\$433.10</u>	<u>\$2,161.59</u>

Note: Compactor Rates shall be two times the Bin Rates

**Exhibit J - Maximum Customer Rates**

**Mid Valley Disposal**

Service Level					Recycle Rates (Effective November 1, 2023)					
Assumed LBS./CY <b>30</b>					Proposed Solid Waste Rates					Per Cubic-Yard Rate
					(A) Operating Cost Component					\$19.12
					(B) Processing Component					\$3.00
					(C) Disposal Component					
					(D) Fee Component					\$5.53
					(E) Total					\$27.65
(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)		
Service Level					Estm.					
Size	Wkly. Freq.	Volum e	Volume Factor	Freq. Factor	Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total
					[A * F * G * H]	[B * F * G * H]	[C * F]	[D * F * G * H]	[J + K + L + M]	
32 Gal	1 /wk	0.2	1.33	1.00	0.00	\$4.03	\$0.63	\$0.00	\$1.17	\$5.83
32 Gal	2 /wk	0.3	1.33	1.02	0.00	\$8.22	\$1.29	\$0.00	\$2.38	\$11.88
32 Gal	3 /wk	0.5	1.33	1.04	0.00	\$12.57	\$1.97	\$0.00	\$3.64	\$18.18
32 Gal	4 /wk	0.6	1.33	1.06	0.00	\$17.08	\$2.68	\$0.00	\$4.94	\$24.70
32 Gal	5 /wk	0.8	1.33	1.08	0.00	\$21.75	\$3.41	\$0.00	\$6.29	\$31.46
32 Gal	6 /wk	1.0	1	1.10	0.00	\$19.99	\$3.14	\$0.00	\$5.78	\$28.91
32 Gal	7 /wk	1.1	1	1.12	0.00	\$23.75	\$3.73	\$0.00	\$6.87	\$34.34
64 Gal	1 /wk	0.3	1.33	1.00	0.00	\$8.06	\$1.26	\$0.00	\$2.33	\$11.65
64 Gal	2 /wk	0.6	1.33	1.02	0.00	\$16.44	\$2.58	\$0.00	\$4.75	\$23.77
64 Gal	3 /wk	1.0	1	1.04	0.00	\$18.90	\$2.97	\$0.00	\$5.47	\$27.33
64 Gal	4 /wk	1.3	1	1.06	0.00	\$25.69	\$4.03	\$0.00	\$7.43	\$37.14
64 Gal	5 /wk	1.6	1	1.08	0.00	\$32.71	\$5.13	\$0.00	\$9.46	\$47.31
64 Gal	6 /wk	1.9	1	1.10	0.00	\$39.98	\$6.27	\$0.00	\$11.56	\$57.82
64 Gal	7 /wk	2.2	1	1.12	0.00	\$47.49	\$7.45	\$0.00	\$13.74	\$68.68
96 Gal	1 /wk	0.5	1.33	1.00	0.00	\$12.09	\$1.90	\$0.00	\$3.50	\$17.48
96 Gal	2 /wk	1.0	1	1.02	0.00	\$18.54	\$2.91	\$0.00	\$5.36	\$26.81
96 Gal	3 /wk	1.4	1	1.04	0.00	\$28.35	\$4.45	\$0.00	\$8.20	\$41.00
96 Gal	4 /wk	1.9	1	1.06	0.00	\$38.53	\$6.05	\$0.00	\$11.14	\$55.72
96 Gal	5 /wk	2.4	1	1.08	0.00	\$49.07	\$7.70	\$0.00	\$14.19	\$70.96
96 Gal	6 /wk	2.9	1	1.10	0.00	\$59.97	\$9.41	\$0.00	\$17.35	\$86.73
96 Gal	7 /wk	3.3	0.98	1.12	0.00	\$69.82	\$10.95	\$0.00	\$20.19	\$100.96

## Exhibit J - Maximum Customer Rates

Size	Wkly. Freq.	Volume	Volume Factor	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total
1 CY,	1 /wk	1	1	1.00	0.00	<u>\$19.12</u>	<u>\$3.00</u>	<u>\$0.00</u>	<u>\$5.53</u>	<u>\$27.65</u>
1 CY,	2 /wk	2	1	1.02	0.00	<u>\$39.00</u>	<u>\$6.12</u>	<u>\$0.00</u>	<u>\$11.28</u>	<u>\$56.41</u>
1 CY,	3 /wk	3	0.98	1.04	0.00	<u>\$58.46</u>	<u>\$9.17</u>	<u>\$0.00</u>	<u>\$16.91</u>	<u>\$84.54</u>
1 CY,	4 /wk	4	0.98	1.06	0.00	<u>\$79.45</u>	<u>\$12.47</u>	<u>\$0.00</u>	<u>\$22.98</u>	<u>\$114.89</u>
1 CY,	5 /wk	5	0.98	1.08	0.00	<u>\$101.18</u>	<u>\$15.88</u>	<u>\$0.00</u>	<u>\$29.26</u>	<u>\$146.32</u>
1 CY,	6 /wk	6	0.95	1.10	0.00	<u>\$119.88</u>	<u>\$18.81</u>	<u>\$0.00</u>	<u>\$34.67</u>	<u>\$173.37</u>
1 CY,	7 /wk	7	0.95	1.12	0.00	<u>\$142.41</u>	<u>\$22.34</u>	<u>\$0.00</u>	<u>\$41.19</u>	<u>\$205.94</u>
2 CY,	1 /wk	2	1	1.00	0.00	<u>\$38.24</u>	<u>\$6.00</u>	<u>\$0.00</u>	<u>\$11.06</u>	<u>\$55.30</u>
2 CY,	2 /wk	4	0.98	1.02	0.00	<u>\$76.45</u>	<u>\$12.00</u>	<u>\$0.00</u>	<u>\$22.11</u>	<u>\$110.56</u>
2 CY,	3 /wk	6	0.95	1.04	0.00	<u>\$113.34</u>	<u>\$17.78</u>	<u>\$0.00</u>	<u>\$32.78</u>	<u>\$163.91</u>
2 CY,	4 /wk	8	0.95	1.06	0.00	<u>\$154.03</u>	<u>\$24.17</u>	<u>\$0.00</u>	<u>\$44.55</u>	<u>\$222.75</u>
2 CY,	5 /wk	10	0.95	1.08	0.00	<u>\$196.17</u>	<u>\$30.78</u>	<u>\$0.00</u>	<u>\$56.74</u>	<u>\$283.69</u>
2 CY,	6 /wk	12	0.93	1.10	0.00	<u>\$234.72</u>	<u>\$36.83</u>	<u>\$0.00</u>	<u>\$67.89</u>	<u>\$339.43</u>
2 CY,	7 /wk	14	0.93	1.12	0.00	<u>\$278.82</u>	<u>\$43.75</u>	<u>\$0.00</u>	<u>\$80.64</u>	<u>\$403.20</u>
3 CY,	1 /wk	3	0.98	1.00	0.00	<u>\$56.21</u>	<u>\$8.82</u>	<u>\$0.00</u>	<u>\$16.26</u>	<u>\$81.29</u>
3 CY,	2 /wk	6	0.95	1.02	0.00	<u>\$111.16</u>	<u>\$17.44</u>	<u>\$0.00</u>	<u>\$32.15</u>	<u>\$160.76</u>
3 CY,	3 /wk	9	0.95	1.04	0.00	<u>\$170.02</u>	<u>\$26.68</u>	<u>\$0.00</u>	<u>\$49.17</u>	<u>\$245.86</u>
3 CY,	4 /wk	12	0.93	1.06	0.00	<u>\$226.18</u>	<u>\$35.49</u>	<u>\$0.00</u>	<u>\$65.42</u>	<u>\$327.09</u>
3 CY,	5 /wk	15	0.93	1.08	0.00	<u>\$288.06</u>	<u>\$45.20</u>	<u>\$0.00</u>	<u>\$83.31</u>	<u>\$416.57</u>
3 CY,	6 /wk	18	0.93	1.10	0.00	<u>\$352.08</u>	<u>\$55.24</u>	<u>\$0.00</u>	<u>\$101.83</u>	<u>\$509.15</u>
3 CY,	7 /wk	21	0.9	1.12	0.00	<u>\$404.73</u>	<u>\$63.50</u>	<u>\$0.00</u>	<u>\$117.06</u>	<u>\$585.30</u>
4 CY,	1 /wk	4	0.98	1.00	0.00	<u>\$74.95</u>	<u>\$11.76</u>	<u>\$0.00</u>	<u>\$21.68</u>	<u>\$108.39</u>
4 CY,	2 /wk	8	0.95	1.02	0.00	<u>\$148.22</u>	<u>\$23.26</u>	<u>\$0.00</u>	<u>\$42.87</u>	<u>\$214.34</u>
4 CY,	3 /wk	12	0.93	1.04	0.00	<u>\$221.91</u>	<u>\$34.82</u>	<u>\$0.00</u>	<u>\$64.18</u>	<u>\$320.92</u>
4 CY,	4 /wk	16	0.93	1.06	0.00	<u>\$301.58</u>	<u>\$47.32</u>	<u>\$0.00</u>	<u>\$87.22</u>	<u>\$436.12</u>
4 CY,	5 /wk	20	0.9	1.08	0.00	<u>\$371.69</u>	<u>\$58.32</u>	<u>\$0.00</u>	<u>\$107.50</u>	<u>\$537.52</u>
4 CY,	6 /wk	24	0.9	1.10	0.00	<u>\$454.29</u>	<u>\$71.28</u>	<u>\$0.00</u>	<u>\$131.39</u>	<u>\$656.96</u>
4 CY,	7 /wk	28	0.9	1.12	0.00	<u>\$539.64</u>	<u>\$84.67</u>	<u>\$0.00</u>	<u>\$156.08</u>	<u>\$780.39</u>

**Exhibit J - Maximum Customer Rates**

Size	Wkly. Freq.	Volume	Volume Factor	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total
5 CY.	1 /wk	5	0.98	1.00	0.00	<u>\$93.69</u>	<u>\$14.70</u>	<u>\$0.00</u>	<u>\$27.10</u>	<u>\$135.49</u>
5 CY.	2 /wk	10	0.95	1.02	0.00	<u>\$185.27</u>	<u>\$29.07</u>	<u>\$0.00</u>	<u>\$53.59</u>	<u>\$267.93</u>
5 CY.	3 /wk	15	0.93	1.04	0.00	<u>\$277.39</u>	<u>\$43.52</u>	<u>\$0.00</u>	<u>\$80.23</u>	<u>\$401.15</u>
5 CY.	4 /wk	20	0.9	1.06	0.00	<u>\$364.81</u>	<u>\$57.24</u>	<u>\$0.00</u>	<u>\$105.51</u>	<u>\$527.56</u>
5 CY.	5 /wk	25	0.9	1.08	0.00	<u>\$464.62</u>	<u>\$72.90</u>	<u>\$0.00</u>	<u>\$134.38</u>	<u>\$671.90</u>
5 CY.	6 /wk	30	0.9	1.10	0.00	<u>\$567.86</u>	<u>\$89.10</u>	<u>\$0.00</u>	<u>\$164.24</u>	<u>\$821.21</u>
5 CY.	7 /wk	35	0.9	1.12	0.00	<u>\$674.55</u>	<u>\$105.84</u>	<u>\$0.00</u>	<u>\$195.10</u>	<u>\$975.49</u>
6 CY.	1 /wk	6	0.95	1.00	0.00	<u>\$108.98</u>	<u>\$17.10</u>	<u>\$0.00</u>	<u>\$31.52</u>	<u>\$157.61</u>
6 CY.	2 /wk	12	0.93	1.02	0.00	<u>\$217.65</u>	<u>\$34.15</u>	<u>\$0.00</u>	<u>\$62.95</u>	<u>\$314.75</u>
6 CY.	3 /wk	18	0.93	1.04	0.00	<u>\$332.87</u>	<u>\$52.23</u>	<u>\$0.00</u>	<u>\$96.28</u>	<u>\$481.38</u>
6 CY.	4 /wk	24	0.9	1.06	0.00	<u>\$437.77</u>	<u>\$68.69</u>	<u>\$0.00</u>	<u>\$126.61</u>	<u>\$633.07</u>
6 CY.	5 /wk	30	0.9	1.08	0.00	<u>\$557.54</u>	<u>\$87.48</u>	<u>\$0.00</u>	<u>\$161.25</u>	<u>\$806.27</u>
6 CY.	6 /wk	36	0.9	1.10	0.00	<u>\$681.44</u>	<u>\$106.92</u>	<u>\$0.00</u>	<u>\$197.09</u>	<u>\$985.45</u>
6 CY.	7 /wk	42	0.9	1.12	0.00	<u>\$809.46</u>	<u>\$127.01</u>	<u>\$0.00</u>	<u>\$234.12</u>	<u>\$1,170.59</u>

Note: Compactor Rates shall be two times the Bin Rates

**Exhibit J - Maximum Customer Rates**

**Mid Valley Disposal**

Service Level					Organic Waste Rates (Effective November 1, 2023)					
Assumed LBS./CY <b>125</b>					Proposed Solid Waste Rates					Per Cubic-Yard Rate
					(A) Operating Cost Component	\$23.64				
					(B) Processing Component	\$9.52				
					(C) Disposal Component					
					(D) Fee Component	\$8.29				
					(E) Total	\$41.45				
(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)		
Service Level					Estm.					
Size	Wkly. Freq.	Volume	Volume Factor	Freq. Factor	Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total
						[A * F * G * H]	[B * F * G * H]	[C * F]	[D * F * G * H]	[J + K + L + M]
32 Gal	1 /wk	0.2	1.33	1.00	0.00	\$4.98	\$2.01	\$0.00	\$1.75	\$8.73
32 Gal	2 /wk	0.3	1.33	1.02	0.00	\$10.16	\$4.09	\$0.00	\$3.56	\$17.82
32 Gal	3 /wk	0.5	1.33	1.04	0.00	\$15.54	\$6.26	\$0.00	\$5.45	\$27.25
32 Gal	4 /wk	0.6	1.33	1.06	0.00	\$21.12	\$8.50	\$0.00	\$7.41	\$37.03
32 Gal	5 /wk	0.8	1.33	1.08	0.00	\$26.90	\$10.83	\$0.00	\$9.43	\$47.16
32 Gal	6 /wk	1.0	1	1.10	0.00	\$24.72	\$9.95	\$0.00	\$8.67	\$43.34
32 Gal	7 /wk	1.1	1	1.12	0.00	\$29.36	\$11.82	\$0.00	\$10.30	\$51.48
64 Gal	1 /wk	0.3	1.33	1.00	0.00	\$9.96	\$4.01	\$0.00	\$3.52	\$17.47
64 Gal	2 /wk	0.6	1.33	1.02	0.00	\$20.32	\$8.18	\$0.00	\$7.13	\$35.63
64 Gal	3 /wk	1.0	1	1.04	0.00	\$23.37	\$9.41	\$0.00	\$8.19	\$40.97
64 Gal	4 /wk	1.3	1	1.06	0.00	\$31.76	\$12.79	\$0.00	\$11.14	\$55.68
64 Gal	5 /wk	1.6	1	1.08	0.00	\$40.45	\$16.29	\$0.00	\$14.18	\$70.92
64 Gal	6 /wk	1.9	1	1.10	0.00	\$49.43	\$19.91	\$0.00	\$17.34	\$86.68
64 Gal	7 /wk	2.2	1	1.12	0.00	\$58.72	\$23.65	\$0.00	\$20.59	\$102.96
96 Gal	1 /wk	0.5	1.33	1.00	0.00	\$14.94	\$6.02	\$0.00	\$5.24	\$26.20
96 Gal	2 /wk	1.0	1	1.02	0.00	\$22.92	\$9.23	\$0.00	\$8.04	\$40.19
96 Gal	3 /wk	1.4	1	1.04	0.00	\$35.05	\$14.12	\$0.00	\$12.29	\$61.46
96 Gal	4 /wk	1.9	1	1.06	0.00	\$47.64	\$19.18	\$0.00	\$16.70	\$83.52
96 Gal	5 /wk	2.4	1	1.08	0.00	\$60.67	\$24.43	\$0.00	\$21.27	\$106.37
96 Gal	6 /wk	2.9	1	1.10	0.00	\$74.15	\$29.86	\$0.00	\$26.00	\$130.01
96 Gal	7 /wk	3.3	0.98	1.12	0.00	\$86.32	\$34.76	\$0.00	\$30.27	\$151.35

## Exhibit J - Maximum Customer Rates

Size	Wkly. Freq.	Volume	Volume Factor	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total
1 CY,	1 /wk	1	1	1.00	0.00	\$23.64	\$9.52	\$0.00	\$8.29	\$41.45
1 CY,	2 /wk	2	1	1.02	0.00	\$48.23	\$19.42	\$0.00	\$16.91	\$84.56
1 CY,	3 /wk	3	0.98	1.04	0.00	\$72.28	\$29.11	\$0.00	\$25.35	\$126.74
1 CY,	4 /wk	4	0.98	1.06	0.00	\$98.23	\$39.56	\$0.00	\$34.45	\$172.23
1 CY,	5 /wk	5	0.98	1.08	0.00	\$125.10	\$50.38	\$0.00	\$43.87	\$219.35
1 CY,	6 /wk	6	0.95	1.10	0.00	\$148.22	\$59.69	\$0.00	\$51.98	\$259.89
1 CY,	7 /wk	7	0.95	1.12	0.00	\$176.07	\$70.90	\$0.00	\$61.74	\$308.72
2 CY,	1 /wk	2	1	1.00	0.00	\$47.28	\$19.04	\$0.00	\$16.58	\$82.90
2 CY,	2 /wk	4	0.98	1.02	0.00	\$94.52	\$38.06	\$0.00	\$33.15	\$165.73
2 CY,	3 /wk	6	0.95	1.04	0.00	\$140.14	\$56.43	\$0.00	\$49.14	\$245.72
2 CY,	4 /wk	8	0.95	1.06	0.00	\$190.44	\$76.69	\$0.00	\$66.78	\$333.92
2 CY,	5 /wk	10	0.95	1.08	0.00	\$242.55	\$97.68	\$0.00	\$85.06	\$425.28
2 CY,	6 /wk	12	0.93	1.10	0.00	\$290.20	\$116.87	\$0.00	\$101.77	\$508.84
2 CY,	7 /wk	14	0.93	1.12	0.00	\$344.73	\$138.82	\$0.00	\$120.89	\$604.44
3 CY,	1 /wk	3	0.98	1.00	0.00	\$69.50	\$27.99	\$0.00	\$24.37	\$121.86
3 CY,	2 /wk	6	0.95	1.02	0.00	\$137.44	\$55.35	\$0.00	\$48.20	\$240.99
3 CY,	3 /wk	9	0.95	1.04	0.00	\$210.21	\$84.65	\$0.00	\$73.71	\$368.57
3 CY,	4 /wk	12	0.93	1.06	0.00	\$279.65	\$112.62	\$0.00	\$98.07	\$490.34
3 CY,	5 /wk	15	0.93	1.08	0.00	\$356.16	\$143.43	\$0.00	\$124.90	\$624.49
3 CY,	6 /wk	18	0.93	1.10	0.00	\$435.31	\$175.30	\$0.00	\$152.65	\$763.26
3 CY,	7 /wk	21	0.9	1.12	0.00	\$500.41	\$201.52	\$0.00	\$175.48	\$877.41
4 CY,	1 /wk	4	0.98	1.00	0.00	\$92.67	\$37.32	\$0.00	\$32.50	\$162.48
4 CY,	2 /wk	8	0.95	1.02	0.00	\$183.26	\$73.80	\$0.00	\$64.26	\$321.32
4 CY,	3 /wk	12	0.93	1.04	0.00	\$274.38	\$110.49	\$0.00	\$96.22	\$481.09
4 CY,	4 /wk	16	0.93	1.06	0.00	\$372.87	\$150.16	\$0.00	\$130.76	\$653.78
4 CY,	5 /wk	20	0.9	1.08	0.00	\$459.56	\$185.07	\$0.00	\$161.16	\$805.79
4 CY,	6 /wk	24	0.9	1.10	0.00	\$561.69	\$226.20	\$0.00	\$196.97	\$984.85
4 CY,	7 /wk	28	0.9	1.12	0.00	\$667.22	\$268.69	\$0.00	\$233.98	\$1,169.88



**Exhibit J - Maximum Customer Rates**

Size	Wkly. Freq.	Volume	Volume Factor	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total
5 CY,	1 /wk	5	0.98	1.00	0.00	<u>\$115.84</u>	<u>\$46.65</u>	<u>\$0.00</u>	<u>\$40.62</u>	<u>\$203.11</u>
5 CY,	2 /wk	10	0.95	1.02	0.00	<u>\$229.07</u>	<u>\$92.25</u>	<u>\$0.00</u>	<u>\$80.33</u>	<u>\$401.65</u>
5 CY,	3 /wk	15	0.93	1.04	0.00	<u>\$342.97</u>	<u>\$138.12</u>	<u>\$0.00</u>	<u>\$120.27</u>	<u>\$601.36</u>
5 CY,	4 /wk	20	0.9	1.06	0.00	<u>\$451.05</u>	<u>\$181.64</u>	<u>\$0.00</u>	<u>\$158.17</u>	<u>\$790.87</u>
5 CY,	5 /wk	25	0.9	1.08	0.00	<u>\$574.45</u>	<u>\$231.34</u>	<u>\$0.00</u>	<u>\$201.45</u>	<u>\$1,007.24</u>
5 CY,	6 /wk	30	0.9	1.10	0.00	<u>\$702.11</u>	<u>\$282.74</u>	<u>\$0.00</u>	<u>\$246.21</u>	<u>\$1,231.07</u>
5 CY,	7 /wk	35	0.9	1.12	0.00	<u>\$834.02</u>	<u>\$335.87</u>	<u>\$0.00</u>	<u>\$292.47</u>	<u>\$1,462.36</u>
6 CY,	1 /wk	6	0.95	1.00	0.00	<u>\$134.75</u>	<u>\$54.26</u>	<u>\$0.00</u>	<u>\$47.25</u>	<u>\$236.27</u>
6 CY,	2 /wk	12	0.93	1.02	0.00	<u>\$269.10</u>	<u>\$108.37</u>	<u>\$0.00</u>	<u>\$94.37</u>	<u>\$471.83</u>
6 CY,	3 /wk	18	0.93	1.04	0.00	<u>\$411.56</u>	<u>\$165.74</u>	<u>\$0.00</u>	<u>\$144.33</u>	<u>\$721.63</u>
6 CY,	4 /wk	24	0.9	1.06	0.00	<u>\$541.26</u>	<u>\$217.97</u>	<u>\$0.00</u>	<u>\$189.81</u>	<u>\$949.04</u>
6 CY,	5 /wk	30	0.9	1.08	0.00	<u>\$689.34</u>	<u>\$277.60</u>	<u>\$0.00</u>	<u>\$241.74</u>	<u>\$1,208.68</u>
6 CY,	6 /wk	36	0.9	1.10	0.00	<u>\$842.53</u>	<u>\$339.29</u>	<u>\$0.00</u>	<u>\$295.46</u>	<u>\$1,477.28</u>
6 CY,	7 /wk	42	0.9	1.12	0.00	<u>\$1,000.82</u>	<u>\$403.04</u>	<u>\$0.00</u>	<u>\$350.97</u>	<u>\$1,754.83</u>

Note: Compactor Rates shall be two times the Bin Rates

## Exhibit J - Maximum Customer Rates

### Mid Valley Disposal

#### Special Charges

#### Amendment No 2

Extra Pick-Ups (Carts)		
Solid Waste	\$ 0.24	/gallon/pick-up
Recyclable Materials	\$ 0.15	/gallon/pick-up
Green Waste	\$ 0.19	/gallon/pick-up
Extra Pick-Ups (Bins/Roll-Off Boxes/Compactors)		
Solid Waste	\$ 31.75	/cubic yard/pick-up
Recyclable Materials	\$ 27.25	/cubic yard/pick-up
Green Waste	\$ 29.24	/cubic yard/pick-up
Lock Service	\$ 32.39	/lock/month
Enclosure Access Charge	\$ 12.91	/enclosure/month
Push or Pull Charge	\$ 25.90	/25 feet/month
Container Cleaning	\$ 84.18	/cleaning
Weight Surcharge (solid waste containers exceeding 300lbs per cubic yard)	\$ 71.22	/ton
Container Replacement (in addition to one per year at no additional cost)	\$ 133.85	/replacement
Bin Contamination Fee - SB1383	\$ 36.00	per occurrence
Cart Contamination Fee - SB1383	\$ 22.00	per occurrence