

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 Allied Waste Services of North America dba Republic Services of Fresno, a Delaware 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. 1, 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. 1. 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. 1. 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. 1 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. 1 and from other parties, provide a description of how the quantities of Organic Materials are tracked and allocated to Service Area No.1. 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.”

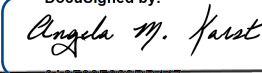
33. All remaining terms of the Agreement and First Amendment remain in full force and effect.

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

By: _____
Georgeanne A, White
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By:  8/29/2023
Angela M. Karst Date
Senior Deputy City Attorney


ATTEST:
TODD STERMER, CMC
City Clerk

By: _____ Date
Deputy Clerk Attesting

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

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

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC DBA REPUBLIC SERVICES OF FRESNO,
A Delaware LLC

By:  8/29/2023
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Name: Kevin Divincenzo

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

By: _____

Name: _____

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

REVIEWED BY:

CONTRACTOR:
ALLIED WASTE SERVICES OF NORTH AMERICA , LLC DBA REPUBLIC SERVICES OF FRESNO
Attention: Colin Wallace
General Manager
3326 Fitzgerald Road
Sacramento, CA 95742
Phone: (510) 262-7598
E-mail: CWallace2@republicservices.com

EXHIBIT F

CITY SERVICE LOCATIONS

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Address	Street	Customer Name	Service Type	Container Quantity	Container Size	Frequency
4343	E GETTYSBURG	CITY OF FRESNO FIRE STA 6	Solid Waste Bin	1	1	1
4343	E GETTYSBURG	CITY OF FRESNO FIRE STA 6	Recycling Bin	1	1	1
4343	E GETTYSBURG AVE	CITY OF FRESNO FIRE STA 6	Organics Cart	1	96	1
815	E NEES AVE	CITY OF FRESNO FIRE STA 13	Organics Cart	4	96	1
815	E NEES AVE	CITY OF FRESNO FIRE STA 13	Recycling Bin	1	1	1
815	E NEES AVE	CITY OF FRESNO FIRE STA 13	Solid Waste Bin	1	1	1
2024	E PONTIAC WAY	City of Fresno Recreation	Solid Waste Bin	1	1	1
2024	E PONTIAC WAY	City of Fresno Recreation	Recycling Bin	1	1	1
10120	N CHESTNUT AVE	CITY OF FRESNO WATER*	Solid Waste Bin	1	3	1
10120	N CHESTNUT AVE	CITY OF FRESNO WATER*	Solid Waste Bin	2	2	2
10120	N CHESTNUT AVE	CITY OF FRESNO WATER*	Recycling Bin	1	2	1
3131	N FRESNO ST	CITY OF FRESNO FIRE STA 5	Organics Cart	2	96	1
3131	N FRESNO ST	CITY OF FRESNO FIRE STA 5	Recycling Cart	1	96	1
4750	N FRESNO ST	Cary Park	Recycling Bin	1	2	2
4750	N FRESNO ST	Cary Park	Solid Waste Bin	1	2	2
5544	N FRESNO ST	CITY OF FRESNO FIRE STA 11	Solid Waste Bin	1	3	2
5544	N FRESNO ST	CITY OF FRESNO FIRE STA 11	Recycling Bin	1	2	2
7775	N FRIANT RD	WOODWARD PARK	Solid Waste Bin	4	4	3
7775	N FRIANT RD	Woodward Park*	Recycling Bin	3	4	1
7775	N FRIANT RD	Woodward Park*	Solid Waste Bin	4	4	3
7775	N FRIANT RD	Woodward Park*	Solid Waste Bin	1	5	3
10512	N MAPLE AVE	CITY OF FRESNO FIRE STA 17	Solid Waste Cart	2	96	2
10512	N MAPLE AVE	CITY OF FRESNO FIRE STA 17	Organics Cart	2	96	1
10512	N MAPLE AVE	CITY OF FRESNO FIRE STA 17	Recycling Cart	2	96	1
4170	N BRIX AVE	CITY OF FRESNO POLICE	Recycling Cart	1	96	1
4170	N BRIX AVE	CITY OF FRESNO POLICE	Solid Waste Cart	1	96	1
4170	N BRIX AVE	CITY OF FRESNO POLICE	Organics Cart	1	96	1
6239	N POLK AVE	CITY OF FRESNO FIRE STA 14	Solid Waste Bin	1	1	2
6239	N POLK AVE	CITY OF FRESNO FIRE STA 14	Recycling Bin	1	2	2
7170	N SAN PABLO AVE	City of Fresno Recreation	Solid Waste Bin	1	3	1
7170	N SAN PABLO AVE	City of Fresno Recreation	Recycling Bin	1	4	1
5140	N STATE	City of Fresno Park	Solid Waste Bin	1	1	2
7114	N WEST AVE	CITY OF FRESNO FIRE STA 2	Recycling Bin	1	1	1
7114	N WEST AVE	CITY OF FRESNO FIRE STA 2	Solid Waste Bin	1	1	1
2874	W ACACIA AVE	CITY OF FRESNO FIRE STA 12	Recycling Bin	1	1	1
2874	W ACACIA AVE	CITY OF FRESNO FIRE STA 12	Solid Waste Bin	1	1	1
2874	W ACACIA AVE	CITY OF FRESNO FIRE STA 12	Organics Cart	2	96	1
5171	W FAIRMONT AVE	CITY OF FRESNO WATER	Solid Waste Bin	1	1	1

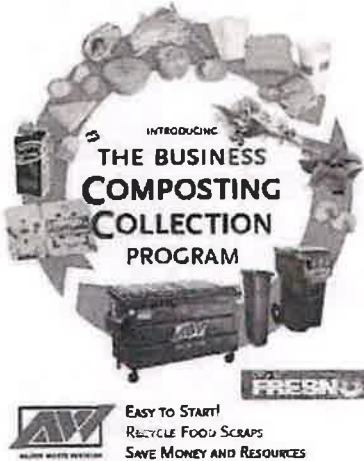
EXHIBIT G

PUBLIC EDUCATION AND COMMUNITY OUTREACH PROGRAMS

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2.8 Public Education and Outreach Plan



Allied Waste Services is committed to working in partnership with the City of Fresno to develop and disseminate effective, targeted public education and promotional materials on a regular basis to all customers. Allied Waste brings a proactive, integrated approach to its customer communications and will use a variety of methods to convey service and recycling messages to reach various audiences using bill inserts, direct mail, posters, paid advertising, media relations, special events, reply and opt-in emails, website and other methods as appropriate. Materials will be translated into different languages upon request. Allied Waste has used International Contact for translation services. Samples of public outreach material including bilingual brochures are in at the Additional Information section at the end of the proposal. Annual estimates for expenditures related to public outreach are included in the cost forms and are estimated to be in the range of \$50,000 per year with the first year start up estimate in the range of \$150,000.

This media will be distributed in a variety of ways including direct mail, email notifications, website postings, establishment of speaker bureaus at local chamber meetings, regular public outreach at service organizations, open houses and homeowner association/multi-family general meetings. These efforts will be supplemented by one on one meetings with our recycling coordinators dedicated to the City of Fresno commercial franchise.

Allied is committing to participate in a manner mutually acceptable to the City and our company in up to six community events per year. This could include the Fresno County Fair, Fourth of July celebrations, Earth Day events and other City sponsored functions. The theme of the participation will be diversion based and focus on how to increase the visibility of the recycling programs.

We will implement our True Blue Looking Out for You neighborhood watch program. This program employs the visibility of our drivers who are in the community on a daily basis to assist law enforcement officials in identifying and reporting suspicious behavior through our dispatch department. The program has also allowed our drivers to identify situations where they can assist in public safety and assistance to the public during extreme weather events. The adjacent photo is a real life event of a Republic Services driver in Louisville, KY rescuing a stranded driver from a disabled vehicle during a flood.





Allied will work collaboratively with the City of Fresno to develop and implement an effective outreach plan. Carolyn Dickson, Allied's Fresno Division, Municipal Marketing and Public Education Specialist will meet regularly with city staff to discuss and review the progress and effectiveness of the plan and if the strategy needs to be changed. All materials will be approved by the City before they are printed.

Working with individual commercial customers to reduce contamination in the materials set out for collection is one of the keys to collecting clean loads. Allied believes the success of its commercial recycling program is due to consistent interaction with the individual customer. Customer education and Allied Waste's involvement is vital in meeting and exceeding diversion requirements and establishing solid sustainability practices in the work place.

In other areas, Allied Waste customers such as HP Pavilion, Adobe Systems, Sam's Club, Costco and Valley Crest Landscaping have benefited by partnering with Allied Waste, each has expanded its recycling programs to include organics, single stream recycling and implemented waste reduction programs for employees. Allied Waste was instrumental in assisting Adobe Systems achieve "Green Business" status and continually works to ensure best environmental practices are utilized in the collection of materials.

Allied's exemplary track record with both large and small businesses over many years of service is due to our expansive outreach and technical assistance program to our customers. This program includes Allied Waste and Cascadia Consulting Group staff dedicated to performing timely and appropriate site assessments at individual businesses to assess recycling needs.

The assessments include observing the materials flow within the business and auditing what is being disposed. Recyclable materials in the garbage, and contaminants in the recyclables or compostables are noted on an assessment form, and staff then schedules time to discuss service option changes with the business manager. Allied Waste makes the appropriate changes to service as recommended by the assessment. Copies of waste audit forms for commercial businesses including a food waste assessment form are included below. Similar forms will be used for assessment of material from businesses within the City of Fresno.





Visit Information

Date of Audit: [MM/DD/YYYY] Time: [HH:MM am/pm]
 Waste Areas Audited: Office, Kitchen, Bathroom, Break room, Warehouse, Receiving

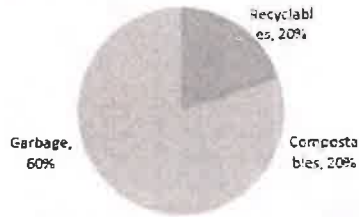
Customer Information

Customer ID: [#####] Billing Address: [Address 1]
 Customer Name: [Name] [Address 2]
 Service Address: [Address] [City] [State]
 Contact Person: [First, Last] [Zip]
 Phone Number: [###]###-####
 # of FTEs [###] Est. square feet [####]

Current Service Levels

	# of Containers	Container Size	# of Pick-ups per week	Days of Service	Bin Fullness %	Rate	Location or Other Notes
TRASH							
RECYCLING							

Garbage container audit key findings



Recyclables	
Paper and cardboard	20%
Beverage and other recyclable containers	0%
Other recyclable plastic	0%
Compostables	
Compostable food waste, wood, restroom paper towels	20%
Preventable Waste	
Reusable material	0%

Comments





Breakdown of Tasks

Task 1. Develop an Informational Questionnaire

Cascadia proposes to develop an informational questionnaire by customizing its comprehensive *Waste and Recycling Audit Form* developed and tested in cities ranging from Seattle to San Francisco, Livermore, and Palo Alto. An example of this data collection tool appears in Appendix A (a screenshot is provided to the right in Figure 1). We will work closely with City staff to refine this document to ensure that it fully meets Tucson's needs, and that it documents, at a minimum, the following information for each targeted business:

- Facility name and business type
- Business contact information
- Waste generation areas
- Type and volume of current waste stream
- Current waste handling procedures
- Existing waste infrastructure
- Collection schedule for waste and recyclables
- Current waste and recycling collection costs

The Questionnaire will be completed by the contractor during the walk-through audit (task 3). Cascadia also will ask each audited business to review the questionnaire to ensure its accuracy. The completed questionnaire (Tucson Waste and Recycling Audit Form) will be provided to the City with the summary documents required in Task 4 below.

Task 2. Develop Categorical Site-Specific Waste Audit Plans

Cascadia understands that different business sectors generate vastly different amounts and types of waste, achieve varying levels of recycling success, and face widely different waste reduction and recycling opportunities. Having conducted thousands of large and small waste and recycling audits in a range of settings, Cascadia has experience working with a variety of businesses from manufacturing facilities to office buildings, strip malls, large retailers, educational institutions, and hotels and restaurants. From the

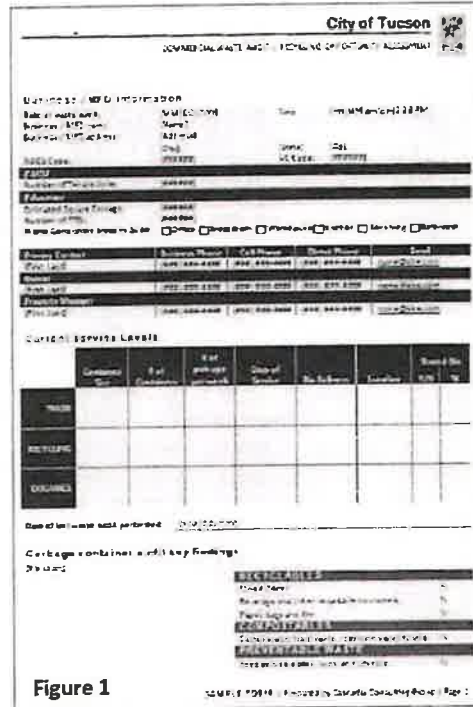


Figure 1

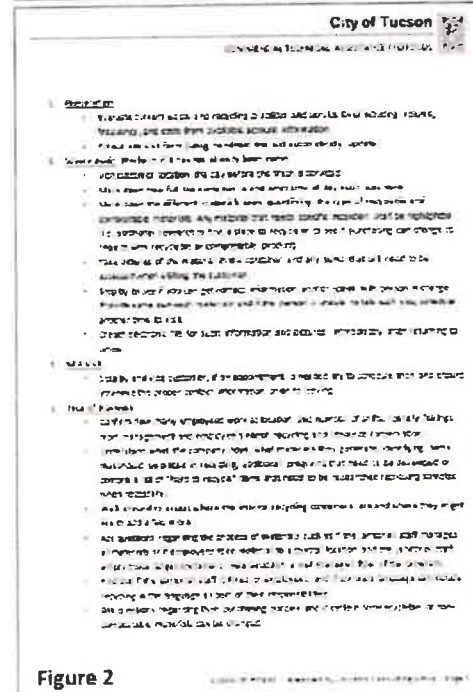


Figure 2





manufacturing line to the accounting department, from boardrooms and break rooms to restrooms, Cascadia helps businesses identify their key waste generation areas and capitalize on waste reduction and recycling opportunities specific to their sector.

Based on this experience and knowledge of different business practices, we will develop specific plans for each targeted business type. The categorical site-specific plans will draw on typical protocols developed by Cascadia. An example of these protocols is presented in Appendix B (screenshot in Figure 2).

Again we propose to work closely with City staff to develop plans for the following business sectors:

- Offices
- Small Retail (convenience stores, specialty stores, etc.)
- Larger Retail (department stores, markets, etc.)
- Industrial Facilities
- Schools
- Hotels

Task 3. Conduct Business Walk-Through Waste Audits

Utilizing the *Waste and Recycling Audit Form*, an appropriate site-specific *Waste Audit Protocol*, and Cascadia's Excel-based business audit tool, we will perform *Walk-Through Waste Audits* of at least three businesses per week. At a minimum, the waste audit will include the following steps:

- An evaluation of the current waste and recycling practices of each business audited
- Documentation of current types and volumes of materials disposed and/or recycled
- Inspection of the facility's historic disposal records to evaluate frequency, volume, weight, and costs
- Completion of questionnaire
- Review of questionnaire by business audited
- Documentation of key opportunities for waste diversion and waste service reduction highlighting associated cost savings
- Identifying internal collection container needs, customer staff training needs, including number of shifts and employees, and other technical assistance needs.

Our approach to conducting waste and recycling audits is described below in detail. *The approach includes four critical elements: the people, our hand-held audit tool, the on-site process, and proposed deliverables.*

The People—Recruitment and Training of Auditors

To complete the weekly business audits in a cost-effective and efficient manner, Cascadia will recruit, hire, and train Tucson-area candidates. Our proposed process will involve the following tasks:

- Recruit local Tucson-area candidates, screen these candidates, and select an eligible pool of applicants to interview, hire, and train. Our HR department will lead this effort working closely with local employment agencies, University of Arizona and Pima Community College personnel, and local environmental groups.





- Train recruited outreach team through a half-day intensive in-class training session followed by a day-long field training session led by experienced Cascadia business outreach staff. Training will include:
 - Background on outreach program implementation including:
 - program goals and background
 - data collection devices (e.g., tablet PCS)
 - data tracking tools (e.g., MS Excel or Access)
 - audit forms
 - Familiarization with the City of Tucson recycling program.
- Ongoing monitoring and oversight by professional Cascadia outreach staff.

Cascadia's Tools for Efficient Data Collection

Cascadia has developed an Excel-based tool to facilitate more efficient commercial outreach activities. Cascadia will modify our existing outreach tool for this project. The outreach tool automatically draws from hauler waste account records, minimizing the data entry effort required by outreach staff.

Once the hauler data are available, the tool allows the outreach staff to review the existing contact information and service levels for each commercial waste and/or recycling account. If the information is incorrect, outreach staff can flag the incorrect field and change information directly in the form. The outreach staff can select the business sector, which automatically populates an average waste disposal composition profile for the business. If the profile seems wrong, the staff can conduct a visual waste audit and input the new composition, overriding the default values.

Next, the calculator addresses future waste reduction and recycling activities with the business. The outreach staff selects the actions that the business is interested in implementing from a menu of options. The tool will automatically calculate the reduction in waste from these actions, based on average business experiences, and recommend new service levels based on the change in volume. If necessary, the staff can manually change the tool's assumptions and recommendations. The tool produces recommendations and cost savings estimates in an easy-to-read report for the business.

In addition to providing a report for the business, the tool can also summarize the results of the outreach in a report for the waste hauler or City. This report highlights any information that was updated in the visit, recommended service level changes, whether additional follow-up is needed, and any other information helpful to track for the project.

Material	Service Description	Service	Unit	# of Bins	Frequency	Rate	Volume	Change?
WTR	WASTE REMOVAL	1	Yard	0	1	\$219.00	100%	<input type="checkbox"/>
RCY	RECYCLING SERVICE	2	Yard	0	1	\$70.00	100%	<input type="checkbox"/>

Figure 3

Material	Service Description	Service	Unit	# of Bins	Frequency	Rate	Sign up?
WTR	WASTE REMOVAL	1	Yard	0	1	\$219.00	<input type="checkbox"/>
RCY	RECYCLING SERVICE	2	Yard	0	1	\$70.00	<input type="checkbox"/>

Below the table, there is a section for 'Annual savings and costs from these proposed service level changes' with a small table showing savings and costs.

Figure 4





This outreach tool efficiently generates recommendations and calculates cost savings, tonnage reductions, and greenhouse gas savings from a single waste reduction and recycling site visit. It compiles useful reports for the business and for the service provider, while streamlining information that the outreach staff need to communicate on site with the business.

The Audit Process

Cascadia will conduct on-site waste audits at a minimum of three businesses each week during the course of the project. The audits will identify key materials and areas of opportunity for waste diversion and reduction. This work involves conducting a visual audit of the materials found in waste and recycling collection containers. During the audit, our outreach specialists will provide customers with estimated cost savings associated with improved recycling, tips on increasing recycling, recommendations on container needs, and a list of actionable next steps. Our auditors also will provide customers with posters and brochures, and will note the correct number of recycling carts and/or detachable recycling containers needed. All visits and assistance will be tracked and reported to the City.

Prior to conducting audits, we recommend that the City send a letter to all businesses informing them of the new program and the upcoming visit from an authorized auditor. This letter may be accompanied by program brochures. Direct communication from the City makes contact by the outreach team more credible.

Key steps in the audit process will include the following three activities:

1. Contact business to make an audit appointment.

A Cascadia representative will attempt to identify key decision makers within each business and make the business case for resource conservation. This conversation will focus on the cost-savings associated with waste reduction and recycling—a proven motivator for businesses.

2. Conduct site visit.

Once on site with the business, Cascadia's auditor will first confirm and update the following information by entering directly into our tablet PC:

- Date of visit
- Primary contact name and information
- Current service level
- Historic disposal information
- Current waste recycling and composting services
- Materials recycled (single stream, cardboard, glass, etc.)

After entering and updating current conditions, we will conduct a waste and recycling audit as described in the attached *Tucson Waste and Recycling Audit Form* and *Audit Protocol Form*. During the audit process the Cascadia auditor will visit key sites within a business such as work stations, manufacturing/production sites, break rooms, copy and supply rooms, cafeterias, warehouses, and loading docks. We will conduct a visual audit of the contents of all dumpsters or carts. We will speak with office, warehouse, or purchasing managers as necessary to understand company policies and procedures, we will document the internal collection infrastructure, and we will talk with employees to understand common on-the-ground practices. If the customer has a compactor, we will conduct visual audits of the compactor loads at the relevant transfer station or disposal site.





Our waste auditors are trained to recognize waste prevention opportunities. After conducting each waste audit, our auditors will identify a list of effective waste prevention strategies that should appeal to each business and result in resource savings. These strategies will address the range of concepts that fits under the waste prevention umbrella, including making production processes more efficient, improving purchasing decisions, managing material flows, reducing toxicity, and changing designs. We will emphasize opportunities that are conducive to measuring change.

We will then translate these strategies into language that appeals to each business community, so that we are talking with them about efficiency or cost savings or supply-chain management rather than waste prevention. We'll incorporate these messages into outreach and promotion strategies and tools designed to pique a business' interest. Although the final communications plan will be developed once the project is underway, Cascadia offers the following ideas for potential promotional campaigns:

- **Focus on bottom-line performance results.** We could develop and distribute a "Waste Prevention for Businesses" toolkit that includes a tool for calculating the cost savings associated with specific waste prevention steps and strategies.
- **Provide free advertising.** Recognition programs mean free advertising and a polishing of a company's public image. Therefore, we will ensure that businesses understand that waste prevention activities can help lead to these benefits.
- **Build awareness of the waste prevention program.** We will seek opportunities to take the waste prevention message to key decision makers through trade organizations such as the local chapter of the National Association of Purchasing Managers (NAPM). This might include newsletter articles, presentations at local chapter meetings, or advertising in local trade publications.
- **Add a highly visible "save money" button on the City of Tucson's website,** as well as on the recycling and garbage sub-directories. The button would link to a waste prevention assistance page.

Bottom line: The Cascadia team includes individuals who are exceptionally skilled at helping businesses understand and implement waste prevention strategies that are relevant to the way they do business. Our Account Executives will use direct mail, cold calls, email, and site visits to recruit targeted businesses. We will offer cost-benefit analyses, perform high-level waste audits, and work with appropriate personnel at each company to develop a suite of waste prevention practices that can work for them.

3. Record findings and develop recommendations

As an integral element of our audit, Cascadia staff also will note needed improvements, which are necessary for expanding recycling:

- Required new waste and recycling service levels.
- Number of new recycling carts and/or containers needed.
- Customer staff training needs, including number of shifts and employees.

As a final step, we will document the findings of the facility and/or waste audits and provide recommendations to each business for reducing waste, implementing re-use, and enhancing recycling. Our recommendations will be accompanied by an estimate of cost savings based on the difference between waste disposal and recycling costs or on the experiences of other businesses, as well as relevant brochures and other existing resources.





We also will explore with City staff the possibility of using pledges to secure business participation in this program. We will encourage businesses to sign this pledge to provide essential information and internal staff resources and to respond to our recommendations in a timely fashion.

All data will be collected on site and recorded on hand-held tablet PCs using a data tracking program in Excel or Access.

4. Use findings to strengthen participating businesses

While the results of each audit are intended to lay the groundwork for city planning and build momentum for community-wide progress, we anticipate that some businesses may find the data useful for building and sustaining—and even broadcasting—ongoing progress toward waste reduction goals. Businesses, like individuals, love to be recognized for “doing the right thing.” Therefore, we will draw attention to established local and national recognition programs throughout the duration of the project. Where feasible, we can support high-performing businesses by facilitating award applications, by spotlighting success stories through program publications and earned media, or by developing in-building signage to highlight environmental performance in high-profile business settings. In addition, to the extent possible, we will take advantage of broader, industry-specific awards opportunities available through relevant business, trade, and professional associations.

Deliverables and Results

Within 30 days of completion of each waste audit, Cascadia will compile the results of the audit and submit a summary report to the City as well as an Excel spreadsheet, including the items listed below:

- Business name
- Category and current service type
- Commercial business' waste and recycling service provider, if not serviced by the City
- Collection equipment currently in use
- Generation (waste and recycling) rate in cubic yards
- Recommendations to add or increase recycling quantities
- Recommendations for source reduction and potential volume reductions
- Implementation costs
- Projected cost savings, estimated volumes and tons diverted, and GHG reductions achieved for each recommendation

Standard report formats used by Cascadia appear below in Figures 5 and 6.



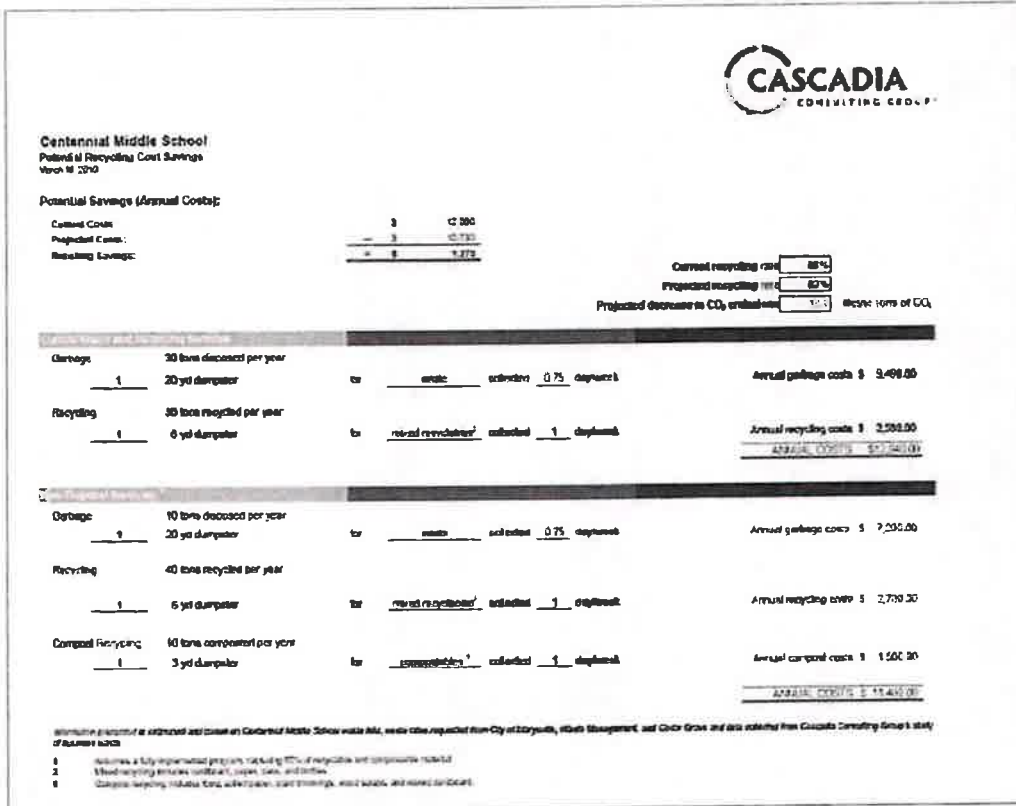


Figure 5



**Centennial Middle School
Waste and Recycling Carbon Footprint
March 16, 2010**

Actual Carbon Dioxide Emissions Figures:

Current CO ₂ emissions:	10.0 Metric tons of CO ₂
Projected CO ₂ emissions:	-20.0 Metric tons of CO ₂
Resulting Reduction in CO ₂ emissions:	<u>10.0 Metric tons of CO₂</u>

Current Recycled Garbage Figures:

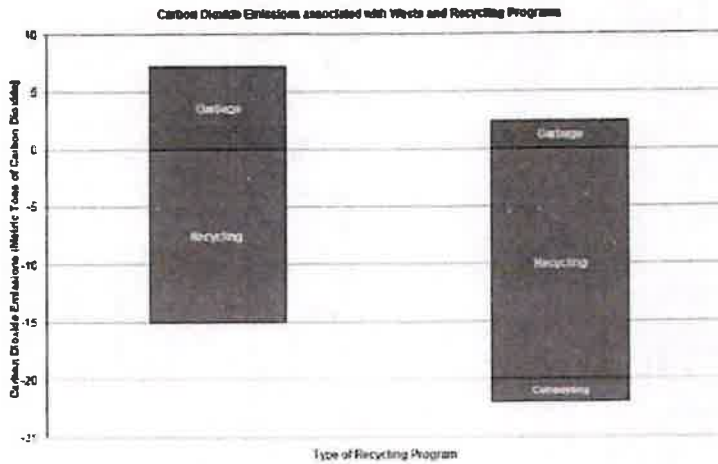
Garbage	20 tons disposed per year	CO ₂ from Garbage	10.0
Recycling	30 tons recycled per year	CO ₂ from Recycling	-20.0
		Total CO₂ Emissions	-10.0

10.0 Metric tons of CO₂ is equivalent to 11,959 gallons of gasoline.

Projected Recycled Garbage Figures:

Garbage	10 tons disposed per year	CO ₂ from Garbage	0.0
Recycling	40 tons recycled per year	CO ₂ from Recycling	20.0
Compost/Recycling	10 tons composted per year	CO ₂ from Composting	0.0
		Total CO₂ Emissions	-20.0

20.0 Metric tons of CO₂ is equivalent to 23,918 gallons of gasoline.



Assumes a car with an average efficiency of 22.3 mpg and traveling 10,000 average miles per year.

Figure 6





Recommended Service Level

	# of Containers	Container Size	# Pick-ups per week	Days of Service	Bin Fullness %	Rate	Location or Other Notes
TRASH							
RECYCLING							

Recommendations to achieve increased diversion

Potential Related Savings

Current Costs	
Projected Costs	
Resulting Savings	Per month: _____ Per year: _____

Current Recycling Rate	
Projected Recycling Rate	
Projected decrease in CO2 emissions	

Allied recognizes that successful diversion programs in the workplace must involve every employee which is why all customers are provided with a comprehensive outreach program that reaches out to each individual. Desk-side recycling boxes, multi-language posters, brochures, fliers and "how to" kits for office recycling coordinators are provided free of charge and whenever needed.

Allied's dedicated account managers and recycling representatives are forward thinking and continually offer options and ideas to reduce residue and increase diversion. This includes presentations to office staff, maintenance staff and providing frequent updates and tips on our local website. It is our goal to educate Fresno businesses on the best ways to become – and remain - sustainable, maintain their bottom line when it comes to waste and recycling collection and to instill a sense of ownership and pride in keeping Fresno green. Allied Waste is in a unique position to offer customers the greatest opportunity to be an environmental partner in every way possible.

Multi-family

Allied Waste Services will provide the following public outreach:

- Mail an introductory brochure announcing the new company and new services
- Mail a Customer Guide for Managers and Owners that gives an overview of all services and encourages them to have a recycling program, offers waste audits, posters/flyers, apartment recyclers and any other assistance that may be needed
- Print a Guide for Tenants that is available for managers/owners to distribute to their tenants to demonstrate how easy recycling can be, what can go in an apartment





- recycler and a number to call for questions and/or assistance. This brochure will be included with the Customer Guide for Managers when it is initially mailed out
- Provide managers with "Move-In" kits to get to their new tenants on recycling
 - Mail four (4) postcards a year in lieu of bill messages
 - Mail two brochures to managers regarding a specific topic as determined by the City

Commercial

Allied Waste Services will provide the following public outreach:

- Mail an introductory brochure announcing the new company and new services
- Mail brochures about recycling targeting different types of businesses
- Meet with local business associations
- Conduct at least 10 training sessions on recycling and compostables
- Produce Starter Kits for food scrap program
- Mail quarterly newsletters that will include articles on recycling, waste reduction and reuse, food scrap program, hazardous waste and any other information requested by the City
- Produce and distribute Recycle and Resource Guide
- Mail holiday collection schedule
- Conduct waste audits on forms approved by the City. Offer recommendations, posters, public education materials and any other requested assistance
- Mail 4 postcards in lieu of bill messages



Allied will review plans for land use or property developments to assess the adequacy of container enclosure space allowances for solid waste, recyclable materials, and organic materials collection containers and the accessibility of containers by our collection vehicles. This review will be completed by an Allied Operations Manager or Route Supervisor within ten business days of request and receipt of project design drawings.

Handouts will also be made available to the specific city department with enclosure sizes that includes the radius for open enclosure doors and how much clearance our trucks need. Another handout will include recycling options and the benefits of de-construction and Allied Waste contact information. A construction and demolition brochure will be available for contractors and residents who are deconstructing or remodeling. It will have images of what types of material are recyclable and explain how only 50% of the load can be garbage. Upon discussions with the City, Allied Waste will schedule meetings with the development/building/real estate community to educate them on recycling and waste reduction/reuse options and to respond to any questions or concerns they may have.

Landscape contractors and companies will be contacted to make sure they are recycling their yard waste. Our Commercial Recycle Coordinator will provide these businesses with





information about not land filling their yard waste and what options they have.



EXHIBIT J
MAXIMUM CUSTOMER RATES

Exhibit J - Maximum Customer Rates

Allied Waste **Adopted Customer Rates (Effective November 1, 2023)**

Service Level					Solid Waste Rates (Effective November 1, 2023) Includes Fuel Factor											
Assumed LBS./CY 125					(A) Operating Cost Component		(B) Processing Component		(C) Disposal Component		(D) Fee Component		(E) Total		Per Cubic-Yard Rate	Index Adj.
															\$31.11	5.0%
					\$11.98			\$10.77			\$53.86					
(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)							
Service Level					Year 1											
Size	Freq.	Wkly. Volume	Volume Factor	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue					
					[A * F * G * H]	[B * F * G * H]	[C * F]	[D * F * G * H]	[J - K + L + M]	[I * N * 12]						
32 Gal	1 /wk	0.2	1.33	1.00		\$ 6.56	\$ -	\$ 1.90	\$ 2.27	\$ 10.72						
32 Gal	2 /wk	0.3	1.33	1.02		\$ 13.37	\$ -	\$ 3.80	\$ 4.63	\$ 21.80						
32 Gal	3 /wk	0.5	1.33	1.04		\$ 20.45	\$ -	\$ 5.69	\$ 7.08	\$ 33.23						
32 Gal	4 /wk	0.6	1.33	1.06		\$ 27.80	\$ -	\$ 7.59	\$ 9.62	\$ 45.01						
32 Gal	5 /wk	0.8	1.33	1.08		\$ 35.40	\$ -	\$ 9.49	\$ 12.25	\$ 57.14						
32 Gal	6 /wk	1.0	1.00	1.10		\$ 32.53	\$ -	\$ 11.39	\$ 11.26	\$ 55.18						
32 Gal	7 /wk	1.1	1.00	1.12		\$ 38.64	\$ -	\$ 13.28	\$ 13.38	\$ 65.30						
64 Gal	1 /wk	0.3	1.33	1.00		\$ 13.11	\$ -	\$ 3.80	\$ 4.54	\$ 21.45						
64 Gal	2 /wk	0.6	1.33	1.02		\$ 26.75	\$ -	\$ 7.59	\$ 9.26	\$ 43.60						
64 Gal	3 /wk	1.0	1.00	1.04		\$ 30.76	\$ -	\$ 11.39	\$ 10.65	\$ 52.79						
64 Gal	4 /wk	1.3	1.00	1.06		\$ 41.80	\$ -	\$ 15.18	\$ 14.47	\$ 71.45						
64 Gal	5 /wk	1.6	1.00	1.08		\$ 53.23	\$ -	\$ 18.98	\$ 18.43	\$ 90.64						
64 Gal	6 /wk	1.9	1.00	1.10		\$ 65.06	\$ -	\$ 22.77	\$ 22.52	\$ 110.36						
64 Gal	7 /wk	2.2	1.00	1.12		\$ 77.29	\$ -	\$ 26.57	\$ 26.75	\$ 130.61						
96 Gal	1 /wk	0.5	1.33	1.00		\$ 19.67	\$ -	\$ 5.69	\$ 6.81	\$ 32.17						
96 Gal	2 /wk	1.0	1.00	1.02		\$ 30.17	\$ -	\$ 11.39	\$ 10.44	\$ 51.99						
96 Gal	3 /wk	1.4	1.00	1.04		\$ 46.14	\$ -	\$ 17.08	\$ 15.97	\$ 79.19						
96 Gal	4 /wk	1.9	1.00	1.06		\$ 62.70	\$ -	\$ 22.77	\$ 21.70	\$ 107.17						
96 Gal	5 /wk	2.4	1.00	1.08		\$ 79.85	\$ -	\$ 28.47	\$ 27.64	\$ 135.96						
96 Gal	6 /wk	2.9	1.00	1.10		\$ 97.59	\$ -	\$ 34.16	\$ 33.78	\$ 165.54						
96 Gal	7 /wk	3.3	0.98	1.12		\$ 113.61	\$ -	\$ 39.85	\$ 39.33	\$ 192.79						
1 CY,	1 /wk	1	1.00	1.00		\$ 31.11	\$ -	\$ 11.98	\$ 10.77	\$ 53.86						
1 CY,	2 /wk	2	1.00	1.02		\$ 63.47	\$ -	\$ 23.96	\$ 21.97	\$ 109.40						
1 CY,	3 /wk	3	0.98	1.04		\$ 95.14	\$ -	\$ 35.94	\$ 32.93	\$ 164.01						

Exhibit J - Maximum Customer Rates

1 CY, 4 /wk	4	0.98	1.06	\$ 129.29	\$ -	\$ 47.92	\$ 44.75	\$ 221.96
1 CY, 5 /wk	5	0.98	1.08	\$ 164.66	\$ -	\$ 59.90	\$ 56.99	\$ 281.55
1 CY, 6 /wk	6	0.95	1.10	\$ 195.09	\$ -	\$ 71.88	\$ 67.53	\$ 334.50
1 CY, 7 /wk	7	0.95	1.12	\$ 231.74	\$ -	\$ 83.86	\$ 80.21	\$ 395.82
2 CY, 1 /wk	2	1.00	1.00	\$ 62.23	\$ -	\$ 23.96	\$ 21.54	\$ 107.73
2 CY, 2 /wk	4	0.98	1.02	\$ 124.41	\$ -	\$ 47.92	\$ 43.06	\$ 215.39
2 CY, 3 /wk	6	0.95	1.04	\$ 184.45	\$ -	\$ 71.88	\$ 63.84	\$ 320.17
2 CY, 4 /wk	8	0.95	1.06	\$ 250.66	\$ -	\$ 95.84	\$ 86.76	\$ 433.26
2 CY, 5 /wk	10	0.95	1.08	\$ 319.23	\$ -	\$ 119.80	\$ 110.50	\$ 549.53
2 CY, 6 /wk	12	0.93	1.10	\$ 381.96	\$ -	\$ 143.76	\$ 132.21	\$ 657.93
2 CY, 7 /wk	14	0.93	1.12	\$ 453.72	\$ -	\$ 167.72	\$ 157.05	\$ 778.50
3 CY, 1 /wk	3	0.98	1.00	\$ 91.48	\$ -	\$ 35.94	\$ 31.66	\$ 159.08
3 CY, 2 /wk	6	0.95	1.02	\$ 180.90	\$ -	\$ 71.88	\$ 62.62	\$ 315.40
3 CY, 3 /wk	9	0.95	1.04	\$ 276.67	\$ -	\$ 107.82	\$ 95.77	\$ 480.26
3 CY, 4 /wk	12	0.93	1.06	\$ 368.07	\$ -	\$ 143.76	\$ 127.40	\$ 639.24
3 CY, 5 /wk	15	0.93	1.08	\$ 468.77	\$ -	\$ 179.70	\$ 162.26	\$ 810.73
3 CY, 6 /wk	18	0.93	1.10	\$ 572.94	\$ -	\$ 215.64	\$ 198.32	\$ 986.90
3 CY, 7 /wk	21	0.90	1.12	\$ 658.63	\$ -	\$ 251.58	\$ 227.98	\$ 1,138.19
4 CY, 1 /wk	4	0.98	1.00	\$ 121.97	\$ -	\$ 47.92	\$ 42.22	\$ 212.11
4 CY, 2 /wk	8	0.95	1.02	\$ 241.20	\$ -	\$ 95.84	\$ 83.49	\$ 420.53
4 CY, 3 /wk	12	0.93	1.04	\$ 361.13	\$ -	\$ 143.76	\$ 125.00	\$ 629.89
4 CY, 4 /wk	16	0.93	1.06	\$ 490.76	\$ -	\$ 191.68	\$ 169.87	\$ 852.31
4 CY, 5 /wk	20	0.90	1.08	\$ 604.86	\$ -	\$ 239.60	\$ 209.37	\$ 1,053.83
4 CY, 6 /wk	24	0.90	1.10	\$ 739.28	\$ -	\$ 287.52	\$ 255.90	\$ 1,282.69
4 CY, 7 /wk	28	0.90	1.12	\$ 878.17	\$ -	\$ 335.44	\$ 303.97	\$ 1,517.59
5 CY, 1 /wk	5	0.98	1.00	\$ 152.46	\$ -	\$ 59.90	\$ 52.77	\$ 265.13
5 CY, 2 /wk	10	0.95	1.02	\$ 301.50	\$ -	\$ 119.80	\$ 104.36	\$ 525.66
5 CY, 3 /wk	15	0.93	1.04	\$ 451.41	\$ -	\$ 179.70	\$ 156.25	\$ 787.36
5 CY, 4 /wk	20	0.90	1.06	\$ 593.66	\$ -	\$ 239.60	\$ 205.49	\$ 1,038.75
5 CY, 5 /wk	25	0.90	1.08	\$ 756.08	\$ -	\$ 299.50	\$ 261.71	\$ 1,317.29
5 CY, 6 /wk	30	0.90	1.10	\$ 924.10	\$ -	\$ 359.40	\$ 319.87	\$ 1,603.37
5 CY, 7 /wk	35	0.90	1.12	\$ 1,097.72	\$ -	\$ 419.30	\$ 379.97	\$ 1,896.98
6 CY, 1 /wk	6	0.95	1.00	\$ 177.35	\$ -	\$ 71.88	\$ 61.39	\$ 310.62
6 CY, 2 /wk	12	0.93	1.02	\$ 354.18	\$ -	\$ 143.76	\$ 122.60	\$ 620.54
6 CY, 3 /wk	18	0.93	1.04	\$ 541.69	\$ -	\$ 215.64	\$ 187.50	\$ 944.83
6 CY, 4 /wk	24	0.90	1.06	\$ 712.40	\$ -	\$ 287.52	\$ 246.59	\$ 1,246.51
6 CY, 5 /wk	30	0.90	1.08	\$ 907.30	\$ -	\$ 359.40	\$ 314.05	\$ 1,580.75
6 CY, 6 /wk	36	0.90	1.10	\$ 1,108.92	\$ -	\$ 431.28	\$ 383.84	\$ 1,924.04
6 CY, 7 /wk	42	0.90	1.12	\$ 1,317.26	\$ -	\$ 503.16	\$ 455.96	\$ 2,276.38

Note: Compactor Rates shall be two times the Bin Rates

Total Annual Rate Revenue - Solid Waste Service

Exhibit J - Maximum Customer Rates

Allied Waste Adopted Customer Rates (Effective November 1, 2023)

Service Level					Recycling Rates (Effective November 1, 2023) Includes Fuel Factor											
Assumed LBS./CY 35					(A) Operating Cost Component		(B) Processing Component		(C) Disposal Component		(D) Fee Component		(E) Total		Per Cubic-Yard Rate	Index Adj. 5.0%
															\$15.56	
(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)							
Service Level					Year 1											
Size	Freq.	Wkly. Volume	Volume Factor	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue					
					[A * F * G * H]	[B * F * G * H]	[C * F]	[D * F * G * H]	[J + K + L + M]	[I * N * 12]						
32 Gal	1 /wk	0.2	1.33	1.00		\$ 3.28	\$ 0.50	\$ -	\$ 0.94	\$ 4.72						
32 Gal	2 /wk	0.3	1.33	1.02		\$ 6.69	\$ 1.02	\$ -	\$ 1.93	\$ 9.63						
32 Gal	3 /wk	0.5	1.33	1.04		\$ 10.23	\$ 1.56	\$ -	\$ 2.94	\$ 14.73						
32 Gal	4 /wk	0.6	1.33	1.06		\$ 13.90	\$ 2.12	\$ -	\$ 4.00	\$ 20.02						
32 Gal	5 /wk	0.8	1.33	1.08		\$ 17.70	\$ 2.70	\$ -	\$ 5.10	\$ 25.50						
32 Gal	6 /wk	1.0	1.00	1.10		\$ 16.27	\$ 2.48	\$ -	\$ 4.68	\$ 23.43						
32 Gal	7 /wk	1.1	1.00	1.12		\$ 19.32	\$ 2.95	\$ -	\$ 5.56	\$ 27.84						
64 Gal	1 /wk	0.3	1.33	1.00		\$ 6.56	\$ 1.00	\$ -	\$ 1.89	\$ 9.44						
64 Gal	2 /wk	0.6	1.33	1.02		\$ 13.37	\$ 2.04	\$ -	\$ 3.85	\$ 19.27						
64 Gal	3 /wk	1.0	1.00	1.04		\$ 15.38	\$ 2.35	\$ -	\$ 4.43	\$ 22.16						
64 Gal	4 /wk	1.3	1.00	1.06		\$ 20.90	\$ 3.19	\$ -	\$ 6.02	\$ 30.11						
64 Gal	5 /wk	1.6	1.00	1.08		\$ 26.62	\$ 4.07	\$ -	\$ 7.66	\$ 38.35						
64 Gal	6 /wk	1.9	1.00	1.10		\$ 32.53	\$ 4.97	\$ -	\$ 9.37	\$ 46.87						
64 Gal	7 /wk	2.2	1.00	1.12		\$ 38.64	\$ 5.90	\$ -	\$ 11.13	\$ 55.67						
96 Gal	1 /wk	0.5	1.33	1.00		\$ 9.83	\$ 1.50	\$ -	\$ 2.83	\$ 14.17						
96 Gal	2 /wk	1.0	1.00	1.02		\$ 15.08	\$ 2.30	\$ -	\$ 4.34	\$ 21.73						
96 Gal	3 /wk	1.4	1.00	1.04		\$ 23.07	\$ 3.52	\$ -	\$ 6.64	\$ 33.23						
96 Gal	4 /wk	1.9	1.00	1.06		\$ 31.35	\$ 4.79	\$ -	\$ 9.03	\$ 45.16						
96 Gal	5 /wk	2.4	1.00	1.08		\$ 39.93	\$ 6.10	\$ -	\$ 11.50	\$ 57.52						
96 Gal	6 /wk	2.9	1.00	1.10		\$ 48.80	\$ 7.45	\$ -	\$ 14.05	\$ 70.30						
96 Gal	7 /wk	3.3	0.98	1.12		\$ 56.81	\$ 8.68	\$ -	\$ 16.36	\$ 81.84						
1 CY,	1 /wk	1	1.00	1.00		\$ 15.56	\$ 2.38	\$ -	\$ 4.48	\$ 22.41						
1 CY,	2 /wk	2	1.00	1.02		\$ 31.74	\$ 4.85	\$ -	\$ 9.14	\$ 45.72						
1 CY,	3 /wk	3	0.98	1.04		\$ 47.57	\$ 7.27	\$ -	\$ 13.70	\$ 68.53						

Exhibit J - Maximum Customer Rates

1 CY,	4 /wk	4	0.98	1.06	\$	64.64	\$	9.87	\$	-	\$	18.62	\$	93.13
1 CY,	5 /wk	5	0.98	1.08	\$	82.33	\$	12.57	\$	-	\$	23.71	\$	118.61
1 CY,	6 /wk	6	0.95	1.10	\$	97.54	\$	14.90	\$	-	\$	28.09	\$	140.53
1 CY,	7 /wk	7	0.95	1.12	\$	115.87	\$	17.70	\$	-	\$	33.37	\$	166.94
2 CY,	1 /wk	2	1.00	1.00	\$	31.11	\$	4.75	\$	-	\$	8.96	\$	44.83
2 CY,	2 /wk	4	0.98	1.02	\$	62.20	\$	9.50	\$	-	\$	17.91	\$	89.62
2 CY,	3 /wk	6	0.95	1.04	\$	92.22	\$	14.09	\$	-	\$	26.56	\$	132.87
2 CY,	4 /wk	8	0.95	1.06	\$	125.33	\$	19.14	\$	-	\$	36.09	\$	180.56
2 CY,	5 /wk	10	0.95	1.08	\$	159.62	\$	24.38	\$	-	\$	45.96	\$	229.96
2 CY,	6 /wk	12	0.93	1.10	\$	190.98	\$	29.17	\$	-	\$	55.00	\$	275.15
2 CY,	7 /wk	14	0.93	1.12	\$	226.86	\$	34.65	\$	-	\$	65.33	\$	326.84
3 CY,	1 /wk	3	0.98	1.00	\$	45.74	\$	6.99	\$	-	\$	13.17	\$	65.90
3 CY,	2 /wk	6	0.95	1.02	\$	90.45	\$	13.82	\$	-	\$	26.05	\$	130.31
3 CY,	3 /wk	9	0.95	1.04	\$	138.33	\$	21.13	\$	-	\$	39.84	\$	199.30
3 CY,	4 /wk	12	0.93	1.06	\$	184.04	\$	28.11	\$	-	\$	53.00	\$	265.14
3 CY,	5 /wk	15	0.93	1.08	\$	234.38	\$	35.80	\$	-	\$	67.50	\$	337.68
3 CY,	6 /wk	18	0.93	1.10	\$	286.47	\$	43.76	\$	-	\$	82.49	\$	412.72
3 CY,	7 /wk	21	0.90	1.12	\$	329.31	\$	50.30	\$	-	\$	94.83	\$	474.45
4 CY,	1 /wk	4	0.98	1.00	\$	60.98	\$	9.31	\$	-	\$	17.56	\$	87.86
4 CY,	2 /wk	8	0.95	1.02	\$	120.60	\$	18.42	\$	-	\$	34.73	\$	173.75
4 CY,	3 /wk	12	0.93	1.04	\$	180.56	\$	27.58	\$	-	\$	52.00	\$	260.14
4 CY,	4 /wk	16	0.93	1.06	\$	241.38	\$	37.48	\$	-	\$	70.66	\$	353.52
4 CY,	5 /wk	20	0.90	1.08	\$	302.43	\$	46.19	\$	-	\$	87.09	\$	435.72
4 CY,	6 /wk	24	0.90	1.10	\$	369.64	\$	56.46	\$	-	\$	106.44	\$	532.54
4 CY,	7 /wk	28	0.90	1.12	\$	439.09	\$	67.07	\$	-	\$	126.44	\$	632.60
5 CY,	1 /wk	5	0.98	1.00	\$	76.23	\$	11.64	\$	-	\$	21.95	\$	109.83
5 CY,	2 /wk	10	0.95	1.02	\$	150.75	\$	23.03	\$	-	\$	43.41	\$	217.19
5 CY,	3 /wk	15	0.93	1.04	\$	225.70	\$	34.47	\$	-	\$	65.00	\$	325.17
5 CY,	4 /wk	20	0.90	1.06	\$	296.83	\$	45.34	\$	-	\$	85.48	\$	427.65
5 CY,	5 /wk	25	0.90	1.08	\$	378.04	\$	57.74	\$	-	\$	108.86	\$	544.65
5 CY,	6 /wk	30	0.90	1.10	\$	462.05	\$	70.57	\$	-	\$	133.06	\$	665.68
5 CY,	7 /wk	35	0.90	1.12	\$	548.86	\$	83.83	\$	-	\$	158.05	\$	790.75
6 CY,	1 /wk	6	0.95	1.00	\$	88.68	\$	13.54	\$	-	\$	25.54	\$	127.76
6 CY,	2 /wk	12	0.93	1.02	\$	177.09	\$	27.05	\$	-	\$	51.00	\$	255.14
6 CY,	3 /wk	18	0.93	1.04	\$	270.84	\$	41.37	\$	-	\$	78.00	\$	390.21
6 CY,	4 /wk	24	0.90	1.06	\$	356.20	\$	54.41	\$	-	\$	102.57	\$	513.18
6 CY,	5 /wk	30	0.90	1.08	\$	453.65	\$	69.29	\$	-	\$	130.64	\$	653.58
6 CY,	6 /wk	36	0.90	1.10	\$	554.46	\$	84.69	\$	-	\$	159.67	\$	798.81
6 CY,	7 /wk	42	0.90	1.12	\$	658.63	\$	100.60	\$	-	\$	189.67	\$	948.89

Note: Compactor Rates shall be two times the Bin Rates

Total Annual Rate Revenue - Recycling Service

Exhibit J - Maximum Customer Rates

Allied Waste Adopted Customer Rates (Effective November 1, 2023)

Service Level					Organics Rates (Effective November 1, 2023) Includes Fuel Factor																		
Assumed LBS./CY 35							(A) Operating Cost Component (B) Processing Component (C) Disposal Component (D) Fee Component (E) Total		<table border="1"> <tr><td>Per Cubic-Yard Rate</td><td></td></tr> <tr><td>\$24.92</td><td>Index Adj. 5.0%</td></tr> <tr><td>\$4.79</td><td></td></tr> <tr><td>\$7.43</td><td></td></tr> <tr><td>\$37.14</td><td></td></tr> </table>	Per Cubic-Yard Rate		\$24.92	Index Adj. 5.0%	\$4.79		\$7.43		\$37.14					
Per Cubic-Yard Rate																							
\$24.92	Index Adj. 5.0%																						
\$4.79																							
\$7.43																							
\$37.14																							
(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)														
Service Level					Year 1																		
Size	Freq.	Wkly. Volume	Volume Factor	Freq. Factor	Estm. Number of Accounts	Operating Component	Processing Component	Disposal Component	Fee Component	Total	Total Annual Revenue												
						[A * F * G * H]	[B * F * G * H]	[C * F]	[D * F * G * H]	[J + K + L + M]	[I + N + 12]												
32 Gal	1 /wk	0.2	1.33	1.00		\$ 5.25	\$ 1.01	\$ -	\$ 1.57	\$ 7.83													
32 Gal	2 /wk	0.3	1.33	1.02		\$ 10.71	\$ 2.06	\$ -	\$ 3.19	\$ 15.97													
32 Gal	3 /wk	0.5	1.33	1.04		\$ 16.38	\$ 3.15	\$ -	\$ 4.88	\$ 24.42													
32 Gal	4 /wk	0.6	1.33	1.06		\$ 22.26	\$ 4.28	\$ -	\$ 6.64	\$ 33.18													
32 Gal	5 /wk	0.8	1.33	1.08		\$ 28.35	\$ 5.45	\$ -	\$ 8.45	\$ 42.26													
32 Gal	6 /wk	1.0	1.00	1.10		\$ 26.06	\$ 5.01	\$ -	\$ 7.77	\$ 38.84													
32 Gal	7 /wk	1.1	1.00	1.12		\$ 30.95	\$ 5.95	\$ -	\$ 9.23	\$ 46.13													
64 Gal	1 /wk	0.3	1.33	1.00		\$ 10.50	\$ 2.02	\$ -	\$ 3.13	\$ 15.65													
64 Gal	2 /wk	0.6	1.33	1.02		\$ 21.42	\$ 4.12	\$ -	\$ 6.39	\$ 31.93													
64 Gal	3 /wk	1.0	1.00	1.04		\$ 24.63	\$ 4.74	\$ -	\$ 7.34	\$ 36.72													
64 Gal	4 /wk	1.3	1.00	1.06		\$ 33.48	\$ 6.44	\$ -	\$ 9.98	\$ 49.90													
64 Gal	5 /wk	1.6	1.00	1.08		\$ 42.64	\$ 8.20	\$ -	\$ 12.71	\$ 63.55													
64 Gal	6 /wk	1.9	1.00	1.10		\$ 52.11	\$ 10.02	\$ -	\$ 15.54	\$ 77.67													
64 Gal	7 /wk	2.2	1.00	1.12		\$ 61.90	\$ 11.91	\$ -	\$ 18.46	\$ 92.26													
96 Gal	1 /wk	0.5	1.33	1.00		\$ 15.75	\$ 3.03	\$ -	\$ 4.70	\$ 23.48													
96 Gal	2 /wk	1.0	1.00	1.02		\$ 24.16	\$ 4.65	\$ -	\$ 7.20	\$ 36.01													
96 Gal	3 /wk	1.4	1.00	1.04		\$ 36.95	\$ 7.11	\$ -	\$ 11.02	\$ 55.08													
96 Gal	4 /wk	1.9	1.00	1.06		\$ 50.22	\$ 9.66	\$ -	\$ 14.97	\$ 74.85													
96 Gal	5 /wk	2.4	1.00	1.08		\$ 63.96	\$ 12.30	\$ -	\$ 19.07	\$ 95.32													
96 Gal	6 /wk	2.9	1.00	1.10		\$ 78.17	\$ 15.03	\$ -	\$ 23.31	\$ 116.51													
96 Gal	7 /wk	3.3	0.98	1.12		\$ 91.00	\$ 17.50	\$ -	\$ 27.13	\$ 135.63													
1 CY,	1 /wk	1	1.00	1.00		\$ 24.92	\$ 4.79	\$ -	\$ 7.43	\$ 37.14													
1 CY,	2 /wk	2	1.00	1.02		\$ 50.84	\$ 9.78	\$ -	\$ 15.16	\$ 75.77													
1 CY,	3 /wk	3	0.98	1.04		\$ 76.20	\$ 14.65	\$ -	\$ 22.72	\$ 113.57													
1 CY,	4 /wk	4	0.98	1.06		\$ 103.55	\$ 19.92	\$ -	\$ 30.87	\$ 154.34													

Exhibit J - Maximum Customer Rates

1 CY, 5 /wk	5	0.98	1.08	\$ 131.88	\$ 25.36	\$ -	\$ 39.32	\$ 196.57
1 CY, 6 /wk	6	0.95	1.10	\$ 156.26	\$ 30.05	\$ -	\$ 46.59	\$ 232.89
1 CY, 7 /wk	7	0.95	1.12	\$ 185.61	\$ 35.70	\$ -	\$ 55.34	\$ 276.65
2 CY, 1 /wk	2	1.00	1.00	\$ 49.84	\$ 9.59	\$ -	\$ 14.86	\$ 74.29
2 CY, 2 /wk	4	0.98	1.02	\$ 99.64	\$ 19.16	\$ -	\$ 29.71	\$ 148.52
2 CY, 3 /wk	6	0.95	1.04	\$ 147.73	\$ 28.41	\$ -	\$ 44.05	\$ 220.19
2 CY, 4 /wk	8	0.95	1.06	\$ 200.76	\$ 38.61	\$ -	\$ 59.86	\$ 299.23
2 CY, 5 /wk	10	0.95	1.08	\$ 255.69	\$ 49.18	\$ -	\$ 76.23	\$ 381.10
2 CY, 6 /wk	12	0.93	1.10	\$ 305.93	\$ 58.84	\$ -	\$ 91.21	\$ 455.98
2 CY, 7 /wk	14	0.93	1.12	\$ 363.41	\$ 69.89	\$ -	\$ 108.35	\$ 541.65
3 CY, 1 /wk	3	0.98	1.00	\$ 73.27	\$ 14.09	\$ -	\$ 21.84	\$ 109.20
3 CY, 2 /wk	6	0.95	1.02	\$ 144.89	\$ 27.87	\$ -	\$ 43.20	\$ 215.96
3 CY, 3 /wk	9	0.95	1.04	\$ 221.60	\$ 42.62	\$ -	\$ 66.07	\$ 330.28
3 CY, 4 /wk	12	0.93	1.06	\$ 294.81	\$ 56.70	\$ -	\$ 87.89	\$ 439.40
3 CY, 5 /wk	15	0.93	1.08	\$ 375.46	\$ 72.21	\$ -	\$ 111.94	\$ 559.61
3 CY, 6 /wk	18	0.93	1.10	\$ 458.90	\$ 88.26	\$ -	\$ 136.82	\$ 683.97
3 CY, 7 /wk	21	0.90	1.12	\$ 527.53	\$ 101.46	\$ -	\$ 157.28	\$ 786.27
4 CY, 1 /wk	4	0.98	1.00	\$ 97.69	\$ 18.79	\$ -	\$ 29.13	\$ 145.60
4 CY, 2 /wk	8	0.95	1.02	\$ 193.19	\$ 37.15	\$ -	\$ 57.60	\$ 287.94
4 CY, 3 /wk	12	0.93	1.04	\$ 289.24	\$ 55.63	\$ -	\$ 86.24	\$ 431.11
4 CY, 4 /wk	16	0.93	1.06	\$ 393.08	\$ 75.60	\$ -	\$ 117.19	\$ 585.87
4 CY, 5 /wk	20	0.90	1.08	\$ 484.47	\$ 93.17	\$ -	\$ 144.44	\$ 722.08
4 CY, 6 /wk	24	0.90	1.10	\$ 592.13	\$ 113.88	\$ -	\$ 176.54	\$ 882.54
4 CY, 7 /wk	28	0.90	1.12	\$ 703.37	\$ 135.28	\$ -	\$ 209.70	\$ 1,048.35
5 CY, 1 /wk	5	0.98	1.00	\$ 122.11	\$ 23.49	\$ -	\$ 36.41	\$ 182.01
5 CY, 2 /wk	10	0.95	1.02	\$ 241.49	\$ 46.44	\$ -	\$ 72.00	\$ 359.93
5 CY, 3 /wk	15	0.93	1.04	\$ 361.56	\$ 69.54	\$ -	\$ 107.79	\$ 538.89
5 CY, 4 /wk	20	0.90	1.06	\$ 475.50	\$ 91.45	\$ -	\$ 141.76	\$ 708.71
5 CY, 5 /wk	25	0.90	1.08	\$ 605.58	\$ 116.47	\$ -	\$ 180.55	\$ 902.60
5 CY, 6 /wk	30	0.90	1.10	\$ 740.16	\$ 142.35	\$ -	\$ 220.67	\$ 1,103.18
5 CY, 7 /wk	35	0.90	1.12	\$ 879.22	\$ 169.09	\$ -	\$ 262.13	\$ 1,310.44
6 CY, 1 /wk	6	0.95	1.00	\$ 142.05	\$ 27.32	\$ -	\$ 42.35	\$ 211.72
6 CY, 2 /wk	12	0.93	1.02	\$ 283.68	\$ 54.56	\$ -	\$ 84.58	\$ 422.82
6 CY, 3 /wk	18	0.93	1.04	\$ 433.87	\$ 83.44	\$ -	\$ 129.35	\$ 646.66
6 CY, 4 /wk	24	0.90	1.06	\$ 570.59	\$ 109.74	\$ -	\$ 170.12	\$ 850.45
6 CY, 5 /wk	30	0.90	1.08	\$ 726.70	\$ 139.76	\$ -	\$ 216.66	\$ 1,083.12
6 CY, 6 /wk	36	0.90	1.10	\$ 888.19	\$ 170.82	\$ -	\$ 264.81	\$ 1,323.81
6 CY, 7 /wk	42	0.90	1.12	\$ 1,055.06	\$ 202.91	\$ -	\$ 314.56	\$ 1,572.53

Note: Compactor Rates shall be two times the Bin Rates

Total Annual Rate Revenue - Organics Service

Exhibit J - Maximum Customer Rates**Allied Waste****Special Charges*****Adopted Customer Rates (Effective November 1, 2023)**

	95 GAL	65 GAL	32 GAL	
Extra Pick-Ups (Carts)				
Solid Waste	\$ 12.45	\$ 11.04	\$ 9.85	/gallon/pick-up
Recyclable Materials	\$ 12.45	\$ 11.04	\$ 9.85	/gallon/pick-up
Green Waste	\$ 12.45	\$ 11.04	\$ 9.85	/gallon/pick-up
Extra Pick-Ups (Bins/Roll-Off Boxes/Compactors)				
Solid Waste	\$ 31.09			/cubic yard/pick-up
Recyclable Materials	\$ 26.69			/cubic yard/pick-up
Green Waste	\$ 28.64			/cubic yard/pick-up
Lock Service	\$ 15.75			/lock/month
Enclosure Access Charge	\$ 18.93			/enclosure/month
Push or Pull Charge	\$ 15.75			/25 feet/month
Container Cleaning	\$ 78.79			/cleaning
Weight Surcharge (solid waste containers exceeding 300lbs per cubic yard)	\$ 44.65			/ton
Container Replacement (in addition to one per year at no additional cost)	\$ 94.52			/replacement
Contamination Fee - Bin	\$ 45.00			/occurrence
Contamination Fee - Carts	\$ 22.00			/occurrence