

**FIRST AMENDMENT TO AGREEMENT
BETWEEN
CITY OF ARTESIA
AND
CR&R INCORPORATED
FOR SOLID WASTE HANDLING SERVICES**

This First Amendment to Agreement Between City of Artesia and CR&R Incorporated for Solid Waste Handling Services ("First Amendment") is entered into on June 13, 2022, by and between the City of Artesia (the "City"), a California municipal corporation, and CR&R Incorporated, California corporation ("Contractor") (collectively, the "Parties," or individually, a "Party").

RECITALS

WHEREAS, the City and Contractor previously entered into that certain Agreement Between City of Artesia and CR&R Incorporated for Solid Waste Handling Services dated July 20, 2015, (the "Agreement"); and,

WHEREAS, the State has, through enactment of the California Integrated Waste Management Act of 1989 (AB 939) (California Public Resources Code Section 40000, et seq.) and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383, Chapter 395, Statutes of 2016), directed the responsible State agency, and all local agencies, to reduce landfill disposal and maximize waste reduction, Reuse, Recycling, and composting options; and,

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

WHEREAS, the SB 1383 Regulations require the City to implement Collection programs, meet Processing facility requirements, conduct contamination monitoring, provide outreach and education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements related to organic waste reduction; and, the City has chosen to delegate some of its responsibilities to the Contractor, acting as the City's designee, and Contractor desires to take on these responsibilities; and

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

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

1. **AMENDMENT TO SECTION 2.**

The following definitions are added to Section 2 of the Agreement, and/or amended as set forth herein, as applicable. Definitions otherwise contained in the Agreement and/or any previous amendment(s), but which are not addressed below, shall remain the same.

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

“Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and is a container used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste (SSBCOW).

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

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

“Commercial Business” or **“Commercial”** means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a Multi-Family Dwelling, or as otherwise defined in 14 CCR section 18982(a)(6).

“Commercial Edible Food Generators” includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74).

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

“Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility, or as otherwise defined in 14 CCR Section 17896.2(a)(4).

“Diversion” means activities which reduce or eliminate discarded materials from disposal, including, but not limited to, source reduction, Reuse, salvaging, Recycling, and composting.

“Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Agreement, 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. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

“Excluded Waste” means Hazardous Substance, Hazardous Waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s) reasonably believe(s) would, as a result of or upon acceptance, transfer, Processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III Landfills or accepted at the facility by permit conditions, waste that in Contractor’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single Family Dwelling or Multi-Family Dwelling Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

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

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

- A. A food bank as defined in Section 113783 of the Health and Safety Code;
- B. A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- C. A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.
- D. If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR section 18982(a)(25) shall apply.

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

“Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food

Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

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

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

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

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

“Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and must be used for the purpose of storage and collection of Source Separated Green Container Organic Waste .

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

“Inspection” means a site visit where a City reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with the SB 1383 Regulations and applicable Artesia Municipal Code provisions.

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

“Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR,

Division 7, Chapter 12 and this Agreement, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Agreement.

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

“Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including, but not limited to, bottles, cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43). Non-Organic Recyclables are a subset of Source Separated Recyclable Materials.

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

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

“Performance-based Compliance Approach” means the method of complying with the SB 1383 Regulations through implementation of a collection system, programs, and policies in accordance with 14 CCR, Division 7, Chapter 12, Article 17, or as otherwise defined by 18982(a)(52.5), and all associated requirements.

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

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

“Prohibited Container Contaminants” means the following: (i) Discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City’s Blue Container; (ii) Discarded materials placed in the Green Container that are not identified as acceptable SSGCOW for the City’s Green

Container; (iii) Discarded materials placed in the Gray Container that are Source Separated Recyclable Materials and/or SSGCOW that should be placed in City's Blue/Green Container; and (iv) Excluded Waste placed in any Container.

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

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

“Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Prohibited Container Contaminants, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

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

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

“Self-Hauler” or “Self-Haul” means a person, who, in compliance with all applicable requirements of the Municipal Code, hauls Solid Waste, Organic Waste or Recyclable Material he or she has generated directly to the appropriate facility, as required by SB 1383 Regulations. “Self-hauler” also includes a person who Back-Hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66).

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

“Source Separate” or “Source Separated” means materials, including commingled Recyclable Material, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or Processing those materials for Recycling or Reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the Agreement, Source

Separated must include separation of materials by the generator, property owner, property owner's employee, property manager, or property manager's employee into different Containers for the purpose of Collection such that Source Separated materials are separated from Gray Container Waste and other Solid Waste for the purposes of Collection and Processing.

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

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

“Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and SSBCOW.

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

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

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

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

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

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

- F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- G. A local education agency with an on-site food facility.

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

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

2. IDENTIFICATION OF FACILITIES.

The following sentence is hereby added after the first sentence in Section 8.1.3.1 of the Agreement:

“Contractor must identify the facilities to which they will transport organic waste as required by the SB 1383 Regulations.”

3. THREE-CONTAINER SYSTEM.

Section 8.2.3 of the Agreement is hereby in its entirety as follows:

“8.2.3 Recycling Program for Single Family Dwellings Using Carts

Contractor shall provide each Customer at a Single Family Dwelling with one (1) ninety- six (96) gallon Cart designated for the Collection of Recyclables (a "Recycling Cart") at no additional charge. Any Customer requesting a smaller Recycling Cart shall be provided with a sixty-four (64) gallon or thirty-five (35) gallon Recycling Cart by Contractor instead of the standard ninety-six (96) gallon Cart noted above, whichever size is requested by the Customer. Upon request from any Customer at a Single Family Dwelling, Contractor shall provide such Customer with one additional Recycling Cart at no additional charge, and with such additional Recycling Carts as the Customer may request for a rate that does not exceed that authorized in Exhibit A. Contractor shall Collect Recyclable Material placed in Recycling Carts for Collection from each Customer at a Single Family Dwelling on the same day as such Customer's Refuse Cart is Collected, utilizing an automated Collection process. Customers shall be directed to place Recycling Carts in the same location for Collection as Refuse Carts. At a minimum the following materials shall be allowed to be deposited by Customers for Collection in Recycling Carts: aluminum cans; glass jars and bottles; bi-metal and tin cans; empty aerosol containers; polyethylene terephthalate plastic ("PET"); high density polyethylene plastic ("HOPE"); plastics types 3 - 7; newspaper; mixed paper (e.g., ledger, computer, junk mail, magazines, paperback books, cereal boxes, envelopes, paper shopping bags and non-metallic wrapping paper); corrugated cardboard; and telephone books. This

listing may be changed as markets demand, upon the written approval of the City Manager.”

Section 8.2.5 of the Agreement is hereby amended in its entirety as follows:

“8.2.5 Organic Waste Program for Single Family Dwellings Using Carts

Contractor shall provide all Customers at Single Family Dwellings to whom it provides Refuse Carts, with a ninety-six (96) gallon Cart for Collection of Organic Waste. Any Customer requesting a smaller Organic Waste Cart shall be provided with a sixty-four (64) gallon or a thirty-five (35) gallon Organic Waste Cart by Contractor instead of the standard ninety-six (96) gallon Cart noted above, whichever size is requested by the Customer. Upon request from any Customer at a Single Family Dwelling, Contractor shall provide such Customer with one (1) additional Organic Waste Cart at no additional charge, and with such additional Organic Waste Carts as the Customer may request for a rate that does not exceed that authorized in Exhibit A. Contractor shall Collect Organic Waste placed in Organic Waste Carts for Collection from each Customer on the same day as such Customer’s Refuse Cart is Collected, using an automated collection process. Customers shall be directed to place Organic Waste Carts in the same location for Collection as Refuse Carts. Contractor must provide Green Containers to Customers for Collection of SSGCOW and must provide SSGCOW Collection service. Contractor must transport the SSGCOW to a facility in accordance with SB 1383 Regulations. SSGCOW that are to be accepted for Collection in the SSGCOW Collection program include the following: Food Scraps; Food-Soiled Paper; Yard Trimmings, which are defined below; and Compostable Plastics. Yard Trimmings that are to be accepted for Collection in the SSGCOW Collection program include the following: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees weighing no more than 50 pounds, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal, provided all SSGCOW fits inside the Green Container with the lid closed and does not exceed 150 pounds. Carpets, non-Compostable Paper, textiles, and Prohibited Container Contaminants are not allowed in the Green Containers.”

4. BULKY ITEM SERVICE FOR MULTI-FAMILY DWELLINGS.

Section 8.2.9 of the Agreement is hereby amended in its entirety as follows:

“8.2.9 Bulky Item Service for Multi-Family Dwellings

Contractor will provide Bulky Item Collection services to each Multi-Family Dwelling Customer at no charge on an on-call basis. The no-charge Bulky Item Collection service set forth in this Section shall only apply to Bulky Items generated at the Multi-Family Dwelling and is limited to up to four (4) items per scheduled times per calendar year. Contractor must also collect E-waste from Multi-Family Dwellings at each scheduled Bulky Item pickup, in accordance with Section 8.2.13. Contractor shall not charge for the Collection of E-waste, if the E-waste is collected as part of a scheduled Bulky Item pickup.

Contractor must produce, keep current, and provide public information specifically outlining its Bulky Item Collection Service (including E-waste Collection), which must specifically include the annual publication and distribution of a brochure describing this service to residents of all Multi-Family Dwellings in the City.”

5. MULTI-FAMILY DWELLING ORGANIC WASTE RECYCLING PROGRAM.

Section 8.2.14 is hereby added to the Agreement as follows:

“8.2.14 Organic Waste Program for Multi-Family Dwellings

Contractor shall provide all Customers at Multi-Family Dwellings Containers for Collection of Organic Waste. Contractor shall Collect Organic Waste placed in Organic Waste Containers for Collection from each Customer on the same day as such Customer’s Refuse Container is Collected, using an automated collection process. Customers shall be directed to place Organic Waste Containers in the same location for Collection as Refuse Containers. Contractor must provide Green Containers to Customers for Collection of SSGCOW and must provide SSGCOW Collection service. Contractor must transport the SSGCOW to a facility in accordance with SB 1383 Regulations. SSGCOW that are to be accepted for Collection in the SSGCOW Collection program include the following: Food Scraps; Food-Soiled Paper; Yard Trimmings, which are defined below; and Compostable Plastics. Yard Trimmings that are to be accepted for Collection in the SSGCOW Collection program include the following: green trimmings, grass, weeds, flowers, leaves, prunings, branches, dead plants, brush, tree trimmings, dead trees weighing no more than 50 pounds, and other types of SSGCOW resulting from normal yard and landscaping installation, maintenance, or removal, provided all SSGCOW fits inside the Green Container with the lid closed and does not exceed 150 pounds. Carpets, non-Compostable Paper, textiles, and Prohibited Container Contaminants are not allowed in the Green Containers.”

6. COMMERCIAL ORGANIC WASTE RECYCLING PROGRAM.

Section 8.3.6.1 of the Agreement is hereby amended in its entirety as follows:

“8.3.6.1 Organic Waste Recycling Program

For generators of more than 2 cubic yards of Solid Waste and more than 20 gallons of Organic Waste per week, or less than 2 cubic yards of Solid Waste and more than 10 gallons of Organic Waste per week, Contractor shall provide Organic Waste Service that consists of the following:

(A) Contractor shall provide the collection of Organic Waste from Commercial Businesses and Commercial Premises. Contractor shall provide participating Customers with Green Containers or Organic Waste Containers as necessary.

(B) The collected Organic Waste shall be delivered to a City approved Processing facility for recycling in accordance with Chapter 12.9.

(C) Contractor shall review applications for waivers from organic waste collection services, made a recommendation to the City on whether to approve or deny the applications, and track whether the waivers were approved or denied. Contractor shall adjust service levels accordingly.

(D) Contractor shall notify City of Customers who refuse to subscribe to Organic Waste Collection services and do not have a waiver exempting them from Organic Waste Collection services.

(E) Contractor shall maintain a list of all Organic Waste generator accounts receiving Organic Waste service, including Customer name, address, number and type of Containers provided and frequency of service. Contractor shall submit the list to the City annually or more often as the City requests.

For Customers, Contractor shall conduct a site visit to ensure there is adequate space for a Car or Bin for Organic Waste. Contractor shall also conduct an education and outreach program that, at a minimum, includes: (1) handout materials (including brochures) with details on the Organic Waste Service and Contractor contact information; (2) educational training for owners or managers for Commercial Premises; (3) site visits, including follow-up visits to ensure source separate programs are being implemented successfully; and (4) placement of brochures in areas designated by the Artesia Chamber of Commerce and within City Hall.

Customers electing to receive Organic Waste Service shall receive Containers designed for Organic Waste Collection. If Carts are used, Contractor may charge rates that do not exceed those set forth in Exhibit A for Organic Waste Cart service. If Bins are used, Contractor may charge rates for such Bins that do not exceed ninety percent (90%) of the maximum rates set forth in Exhibit A for refuse service. The intent of Contractor's program is to incentivize Customers to Recycle Organic Waste by saving, while complying with the State mandates. Contractor shall place source separated Containers in a location selected by the Customer and subject to approval by City.

Contractor warrants that the Organic Waste Service to be implemented pursuant to this Section 8.3.6.1 will comply in all respects with Chapter 12.9 (commencing with Section 42649.8) of Part 3 of Division 30 of the Public Resources Code, including, but not limited to, Section 42649.82."

7. CONTAMINATION MONITORING.

Section 8.6.8 is hereby added to the Agreement as follows:

"8.6.8 Contamination Monitoring

A. Actions upon Identification of Prohibited Container Contaminants.

CONTRACTOR shall perform route reviews, compliance reviews, and inspections and reviews in accordance with 14 CCR Section 18995.1. Contractor must meet its SB

1383 Regulations contamination monitoring requirements commencing July 1, 2022, using Route Reviews as outlined herein:

A. **Route Reviews**

If Contractor elects to perform Route Reviews, Contractor must conduct Hauler Route reviews for Prohibited Container Contaminants in Collection Containers in a manner that is deemed safe by the Contractor; is approved by the City; is conducted in a manner that results in all hauler routes being reviewed annually, and is consistent and in accordance with SB 1383 Regulations. Containers may be randomly selected along the Hauler Route. This Section should not be construed to require that every container on a Hauler Route must be sampled annually. Nothing in this section prohibit Contractor from meeting its compliance requirements by any alternative methods or procedures, provided it complies with SB 1383, the SB 1383 Regulations, and/or any other applicable law, as may be amended from time to time.

B. Upon finding Prohibited Container Contaminants in a Container, Contractor must follow the protocols set forth in this Section.

1. **Record Keeping.** The driver or other Contractor representative must record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including date, time, Customer's address, type of Container (Blue Container, Green Container, or Gray Container). Contractor must maintain all applicable records required under SB 1383 Regulations, and report to the City on a monthly basis on contamination monitoring activities, Route Reviews and/or waste evaluations, inspections, and actions taken.

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

3. **Notice of Assessment of Contamination Processing Fee.** If the

Contractor observes Prohibited Container Contaminants in a generator's Container on more than three consecutive occasions within a six-month time period, and issued courtesy pick-up notices on each of those occasions, the Contractor may impose a penalty of a Contamination Processing Fee as set forth in Exhibit A per occurrence, which will be adjusted annually pursuant to Section 24.3. Contractor must notify the City in its monthly report of Customers for which Contamination Processing Fees were assessed. Contractor must leave a Contamination Processing Fee notice attached to or adhered to the generators' contaminated Containers; at the Premises' door or gate; or, subject to City's approval, may deliver the notice by mail, e-mail, text message, or other electronic message. The Contamination Processing Fee notice must describe the specific material(s) of issue, explain how to correct future set outs, and indicate that the Customer will be charged a Contamination Processing Fee on its next bill. The format of the Contamination Processing Fee notice must be approved by the City.

B. Disposal of Contaminated Materials. If the Contractor observes Prohibited Container Contaminants in a generator's Container(s), Contractor may dispose of the Container's contents, provided Contractor complies with the noticing."

8. PROCUREMENT OF RECOVERED ORGANIC WASTE PRODUCT.

Section 8.7.11 is hereby added to the Agreement as follows:

"8.7.11 Procurement of Recovered Organic Waste Product

Contractor shall serve as a direct service provider for the purpose of the City meeting its annual recovered organic waste procurement target, and procure the products and quantities necessary for the City to meet its annual recovered organic waste procurement target under 14 CCR sections 18993.1-18993.2 and at no cost to the City., Contractor agrees to coordinate and cooperate with the City to meet its Organic Waste produce procurement target, as required by SB 1383 Regulations."

9. INSPECTION AND ENFORCEMENT.

Section 8.7.12 is hereby added to the Agreement as follows:

"8.7.12 Inspection and Enforcement

Beginning July 1, 2022, Contractor shall assist the City with and/or conduct applicable inspections and enforcement, to the extent delegable, as required by SB 1383 Regulations. Contractor shall perform route reviews, compliance reviews, and inspections and reviews in accordance with 14 CCR Section 18995.1. Contractor shall maintain a computer database of all oral and written SB 1383-related non-compliance incidents reported to Contractor from Customers or other persons, and documentation related to route reviews, compliance reviews, inspections, and enforcement. Contractor must maintain all applicable records from inspection and enforcement in accordance with SB 1383 Regulations."

10. GENERATOR WAIVER PROGRAM.

Section 8.7.13 is hereby added to the Agreement as follows:

"8.7.13 Generator Waiver Program

8.7.13.1 **General.** In accordance with SB 1383 Regulations and the Artesia Municipal Code, the City may grant waivers to generators from Organic Waste Collection Services.

8.7.13.2 **Requests Submitted to Contractor.** Customers may submit requests for de minimis waivers, physical space waivers, and Collection frequency waivers, or any other waivers allowed under the Artesia Municipal Code to the Contractor. Contractor must within 14 days review the Customer's waiver application and inspect the generator's premises to verify the accuracy of the application. Contractor must 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 30 days of receipt of the Customer's waiver application for the City's review and approval. The City ultimately retains the right to approve or deny any application, regardless of the Contractor's recommendation. Contractor must report information regarding waivers reviewed on a monthly basis.

8.7.13.3 **Contractor Change in Customers' Service Levels.** When the City grants a waiver to a Customer, the City must notify the Contractor within ten (14) days of the waiver approval with information on the Customer and any changes to the Service Level or Collection service requirements for the Customer. Contractor must have thirty (30) days to modify the Customer's Service Level and billing statement, as needed.

Reverification of Waivers. It must be the responsibility of the Contractor to verify that the Customers granted waivers continue to meet waiver requirements. Contractor must conduct such reverifications of waivers through inspection of each Customer's premises and review of applicable records at least once every five (5) years for de minimis and physical space constraint waivers. Contractor must maintain a record of each waiver verification and provide a monthly report to the City documenting the waiver reverifications performed and recommendations to the City on those waivers that Contractor concludes are no longer warranted. The City shall make a final determination of the waiver eligibility of Customers.

Contractor Recordkeeping of Generators Granted Waivers. The City shall inform Contractor of waivers approved by the City, including the generators' names, mailing address, service address, and type of waiver. Contractor must maintain waiver-related records and report on waiver verifications, as required herein."

11. RECORDKEEPING AND REPORTING.

Section 8.7.14 is hereby added to the Agreement as follows:

“8.7.14 Recordkeeping and Reporting

Contractor shall prepare and maintain all applicable records, and assist the City in meeting all applicable reporting requirements, as required by the SB 1383 Regulations. Contractor must allow City to audit and inspect such records and reports upon request.”

12. RECYCLING REQUIREMENTS.

Section 8.6.4 (A) is amended to read as follows:

“8.6.4 Minimum Recycling Requirements

Contractor agrees to implement measures to meet the requirements of AB 939 with respect to the waste stream covered by this Agreement. Contractor will recycle or divert from landfill sufficient waste to ensure that City meets current requirements under AB 939. Currently, all jurisdictions in California are required to divert sufficient waste from landfills such that they do not exceed their targeted per capita disposal as measured in pounds per person per day. Contractor will be considered to have met this requirement if City’s actual per capita disposal is less than its targeted per capita disposal as shown in its Electronic Annual Report to the California Department of Resources Recycling and Recovery (CalRecycle). In the event that the State Increases Diversion requirements for local jurisdictions, City and Contractor will discuss applicable solutions and programs to meet the new Diversion requirements. City and Contractor agree to negotiate with respect to any additional services related to AB 939, which Contractor and City agree to implement. Further indemnification and guarantee with respect to AB 939 is described in Section 8.

To comply with this Section, Contractor is required to submit timely tonnage reports to provide supporting documentation of meeting minimum recycling requirements, and to provide supporting documentation as may be requested by City or its designee as part of, or independent of, an audit. Failure to meet, and fully support, the Minimum Recycling Requirements may result in City assessing liquidated damages in accordance with Section 18.7.3.6 and/or termination of this Agreement pursuant to Section 18.6(G).”

13. EDUCATION AND OUTREACH.

Section 10.9.1 of the Agreement is hereby amended in its entirety as follows:

“10.9.1 General

Contractor acknowledges and agrees that education and public awareness are critical, key and essential elements of any efforts to achieve the requirements of the Act,

including AB 341, AB 1826 and SB 1383. Accordingly, Contractor agrees to exploit opportunities to expand public and Customer knowledge concerning needs and methods to reduce, reuse and recycle Solid Waste and to cooperate fully with City in this regard.”

14. EDUCATION AND OUTREACH.

Section 10.9.3 of the Agreement is hereby amended in its entirety as follows:

“Section 10.9.3 Public Outreach

Contractor shall promote recycling through presentations and educational materials to community organizations such as the Chamber of Commerce, public events sponsored or co-sponsored by the City, and to other civic groups. Contractor shall also provide articles on recycling for local newsletters.”

15. EDUCATION AND OUTREACH.

Section 10.9.4.7 is hereby added to the Agreement as follows:

“10.9.4.7 SB 1383 Education and Outreach

A. Contractor must, at its sole expense, create all applicable education materials and conduct all education programs and activities as provided by and in accordance with the SB 1383 Regulations. Contractor must cooperate and coordinate with the City on public education activities.

B. On or before July 1, 2022, the City must provide the Contractor a list of Food Recovery Organizations and Food Recovery Services operating within the City. The Contractor must maintain the list on the Contractor’s City-specific website. The City must provide the Contractor an updated list annually. The list must include, at a minimum, the following information about each Food Recovery Organization and each Food Recovery Service:

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

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

1. Information about the City’s Edible Food Recovery program;

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

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

E. Contractor must comply with all applicable public education and outreach recordkeeping and reporting requirements as provided by SB 1383 and the SB 1383 Regulations.”

1. ANNUAL ADMINISTRATIVE COST REIMBURSEMENT.

Section 11.2 (Annual Administrative Cost Reimbursement) is amended to read as follows:

“11.2 Annual Administrative Cost Reimbursement

On or before July 1, 2022, and then on or before July 1 each year thereafter, Contractor shall make a payment to City in the amount more fully set forth in this paragraph intended to defray its administrative costs related to this Agreement (the "Administrative Cost Reimbursement"). The amount of the annual Administrative Cost Reimbursement shall be the sum of: (1) Fifty-Six Thousand, Nine Hundred Nineteen Dollars and Twenty-Eight Cents (\$56,919.28) [adjusted annually by the change in CPI as calculated under Section 24.3], intended for use with ongoing compliance review as noted in Section 27.3; plus (2) City's actual legal and consultant fees and out-of-pocket costs incurred in the administration of this Agreement, including fees and costs associated with analyzing new legislation, considering requests from Contractor (including specifically, without limitation, requests for rate increases), and otherwise analyzing issues that arise in connection with this Agreement. Commencing with the payment due July 1, 2022, invoices for the Administrative Cost Reimbursement will be provided to Contractor by City and shall be due to City within thirty (30) days of the date such invoice is mailed by City, or on July 1, whichever comes later. If any Administrative Cost Reimbursement is not paid by Contractor within thirty (30) days after the above stated due date, and in addition to any other remedy provided by law, Contractor shall pay to City a penalty in an amount equal to ten percent (10%) per month, or portion thereof, of the amount owing until paid.”

16. BILLING AND ENROLLMENT.

Section 13.1.1 is hereby amended in its entirety to read as follows:

“13.1.1 Collection of Payments

City Contractor will continue to provide service during delinquency. Contractor may request City's assistance in placing the regular or delinquent accounts on the annual tax roll. If Contractor provides City with all the information necessary and requested by City to place delinquent Customer accounts on the annual tax roll, City shall assist Contractor in placing those delinquent accounts on said annual tax roll.”

17. BILLING STATEMENTS.

Paragraph (G) is added to Section 13.2 of the Agreement as follows:

“(G) Any contamination processing fees to be assessed for a Customer must be included and itemized on the Customer’s invoice for the billing period in which the Contractor notified the Customer of the assessment of the Contamination Processing Fee.”

18. SUBSCRIBING CUSTOMERS TO COLLECTION SERVICES.

Section 13.3.4 is hereby added to the Agreement as follows:

“13.3.4 Subscribing Customers to Collection Services

Generators must subscribe to Collection services unless otherwise exempt. Contractor shall assist the City in ensuring that the subscription of generators occurs in a timely and efficient manner. Contractor must maintain records and provide reports necessary for the City to verify the subscription of generators.”

19. COMPLAINTS.

The following paragraph is added to the end of Section 10.8.3 of the Agreement as follows:

“Contractor must coordinate with the City and/or investigate any applicable complaints, if required by and in accordance with SB 1383 Regulations. Contractor agrees to maintain a computer database log of all applicable oral and written complaints received by Contractor from Customers or other Persons. Contractor must be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all applicable Customer complaints. Contractor agrees to document and maintain for a period of at least twenty-four (24) months on a form or log all Complaints registered by Customers and Persons.”

20. COMPENSATION

Section 24.3 of the Agreement is hereby amended in its entirety as follows:

"24.3 Annual Consumer Price Index Adjustments

Commencing on July 1, 2022, the maximum rates as set forth in Exhibit A shall be adjusted, and such rates shall be adjusted thereafter each year on July 1st during the Term hereof (the "Adjustment Dates"), by multiplying each rate by a percentage change in the average Consumer Price Index for All Urban Consumers ("CPI-U"), for the Los Angeles--Long Beach-Anaheim, CA area, not seasonally adjusted, for the twelve (12) month period ending the December immediately prior to the applicable Adjustment Date.

On May 15, 2022, and every May 15th thereafter, Contractor shall submit to the City Manager all necessary information to justify the requested CPI adjustment. City will make an effort to verify information provided by Contractor, but ultimately Contractor bears the burden of ensuring the submitted information is correct and supported by all necessary documentation. Contractor agrees and acknowledges that City is entitled to rely, in good faith, on information submitted by Contractor, including mathematical calculations, CPI data, and other documentation, to justify Contractor's requested rate increase. In the event that there are errors in Contractor's requested rate increase request, including, but not limited to, an inaccurate rate adjustment request, inaccurate application of the rate increase formula described above, or usage of inaccurate data, Contractor acknowledges and agrees that City is entitled to seek recovery of damages on behalf of the public or impose future rate reductions to compensate for the errors. Contractor also waives any arguments or defenses Contractor now has or may have in the future, including estoppel, waiver, or other similar equitable remedies, with respect to any action, claim, demand, proceeding or suit in law or equity of any and every kind and description brought by or on behalf of City or Customers due to errors in Contractor's requested rate increase."

21. EXHIBIT A

Exhibit A is hereby replaced with the Exhibit A attached hereto and incorporated herein by this reference.

22. EXHIBIT B

Exhibit B is hereby replaced with the Exhibit B attached hereto and incorporated herein by this reference.

23. EXHIBIT C

Exhibit C is hereby replaced with the Exhibit C attached hereto and incorporated herein by this reference.

24. OTHER TERMS AND CONDITIONS UNCHANGED.

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

25. COUNTERPARTS.

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

SIGNATURES ON FOLLOWING PAGE

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

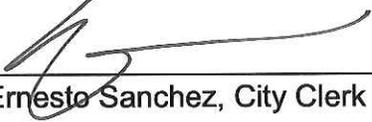
CITY:

THE CITY OF ARTESIA



Melissa Ramoso, Mayor

ATTEST:



Ernesto Sanchez, City Clerk

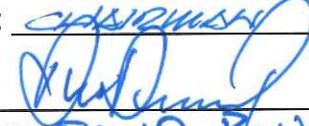
CONTRACTOR:

CR&R INCORPORATED

By: 

Name: CLIFFORD RENNERBERG

Title: CHAIRMAN

By: 

Name: DAVID RENNERBERG

Title: PRESIDENT

APPROVED AS TO FORM:



City Attorney

**EXHIBIT A
RATE SHEET
(Attached)**

CITY OF ARTESIA

All rates are monthly unless otherwise noted.

Effective Rate Date

	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>	<u>7/1/2025</u>	<u>7/1/2026</u>
<u>Residential Cart Service - Rate Per Month</u>					
Standard Rate Per Dwelling Unit	\$ 25.16	\$ 26.29	\$ 27.44	\$ 28.57	\$ 29.71
Mobile Home Cart Service	\$ 22.54	\$ 23.56	\$ 24.58	\$ 25.60	\$ 26.62
Additional Refuse Cart	\$ 2.21	\$ 2.31	\$ 2.41	\$ 2.51	\$ 2.61
Additional Recycling Cart (after 2nd free)	\$ 13.29	\$ 13.89	\$ 14.49	\$ 15.09	\$ 15.70
Additional Green Waste Cart (after 2nd free)	\$ 17.72	\$ 18.52	\$ 19.32	\$ 20.13	\$ 20.93
Walk-Out Service for Disabled Customers - no charge	\$ -	\$ -	\$ -	\$ -	\$ -
Walk-Out Service for Other Customers	\$ 44.30	\$ 46.31	\$ 48.31	\$ 50.32	\$ 52.32
For Each Bulky Item in excess of four (4) per pickup and for each Bulky Item pickup in excess of four (4) pickups per year (per item)	\$ 27.69	\$ 28.94	\$ 30.20	\$ 31.45	\$ 32.70
Residential Cart Contamination per incident	\$ 25.00	\$ 26.20	\$ 27.51	\$ 28.88	\$ 30.33
<u>Commercial Services - Rate Per Month</u>					
96 gallon cart					
1x week	\$ 74.41	\$ 77.82	\$ 81.25	\$ 84.71	\$ 88.19
2x week	\$ 124.85	\$ 130.57	\$ 136.33	\$ 142.14	\$ 147.98
3x week	\$ 175.30	\$ 183.33	\$ 191.42	\$ 199.57	\$ 207.77
4x week	\$ 225.74	\$ 236.09	\$ 246.50	\$ 256.99	\$ 267.56
5x week	\$ 276.20	\$ 288.86	\$ 301.60	\$ 314.44	\$ 327.37
6x week	\$ 326.64	\$ 341.61	\$ 356.68	\$ 371.86	\$ 387.15
7x week	\$ 390.96	\$ 408.88	\$ 426.92	\$ 445.09	\$ 463.39
1 yard bin					
1x week	\$ 138.29	\$ 144.64	\$ 151.01	\$ 157.44	\$ 163.92
2x week	\$ 217.40	\$ 227.36	\$ 237.39	\$ 247.49	\$ 257.67
3x week	\$ 297.67	\$ 311.31	\$ 325.05	\$ 338.88	\$ 352.81
4x week	\$ 375.64	\$ 392.86	\$ 410.19	\$ 427.65	\$ 445.23
5x week	\$ 454.67	\$ 475.50	\$ 496.49	\$ 517.62	\$ 538.89
6x week	\$ 533.70	\$ 558.16	\$ 582.79	\$ 607.59	\$ 632.57
7x week	\$ 662.10	\$ 692.45	\$ 723.00	\$ 753.76	\$ 784.76
1.5 yard bin					
1x week	\$ 144.95	\$ 151.59	\$ 158.28	\$ 165.02	\$ 171.80
2x week	\$ 230.56	\$ 241.13	\$ 251.77	\$ 262.49	\$ 273.28
3x week	\$ 315.66	\$ 330.13	\$ 344.69	\$ 359.37	\$ 374.14
4x week	\$ 402.03	\$ 420.46	\$ 439.01	\$ 457.69	\$ 476.51
5x week	\$ 487.61	\$ 509.97	\$ 532.46	\$ 555.12	\$ 577.94
6x week	\$ 573.14	\$ 599.41	\$ 625.86	\$ 652.49	\$ 679.31
7x week	\$ 699.94	\$ 732.02	\$ 764.32	\$ 796.84	\$ 829.60
2 yard bin					
1x week	\$ 151.59	\$ 158.54	\$ 165.53	\$ 172.58	\$ 179.67
2x week	\$ 243.72	\$ 254.89	\$ 266.13	\$ 277.46	\$ 288.87
3x week	\$ 333.60	\$ 348.89	\$ 364.28	\$ 379.79	\$ 395.40
4x week	\$ 428.45	\$ 448.09	\$ 467.86	\$ 487.77	\$ 507.83
5x week	\$ 520.54	\$ 544.39	\$ 568.41	\$ 592.60	\$ 616.97
6x week	\$ 612.51	\$ 640.59	\$ 668.85	\$ 697.31	\$ 725.98
7x week	\$ 737.77	\$ 771.58	\$ 805.63	\$ 839.91	\$ 874.44
3 yard bin					
1x week	\$ 210.74	\$ 220.40	\$ 230.12	\$ 239.92	\$ 249.78
2x week	\$ 309.74	\$ 323.94	\$ 338.23	\$ 352.62	\$ 367.12
3x week	\$ 408.40	\$ 427.12	\$ 445.97	\$ 464.95	\$ 484.06
4x week	\$ 507.44	\$ 530.69	\$ 554.11	\$ 577.69	\$ 601.44

CITY OF ARTESIA

All rates are monthly unless otherwise noted.

Effective Rate Date

	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>	<u>7/1/2025</u>	<u>7/1/2026</u>
5x week	\$ 606.18	\$ 633.97	\$ 661.94	\$ 690.10	\$ 718.49
6x week	\$ 705.18	\$ 737.50	\$ 770.04	\$ 802.81	\$ 835.83
7x week	\$ 832.36	\$ 870.51	\$ 908.92	\$ 947.60	\$ 986.56
3 yard compactor bin					
1x week	\$ 258.53	\$ 270.38	\$ 282.31	\$ 294.32	\$ 306.42
2x week	\$ 384.65	\$ 402.28	\$ 420.03	\$ 437.90	\$ 455.91
3x week	\$ 510.76	\$ 534.17	\$ 557.74	\$ 581.47	\$ 605.38
4x week	\$ 636.88	\$ 666.07	\$ 695.46	\$ 725.05	\$ 754.86
5x week	\$ 762.99	\$ 797.96	\$ 833.17	\$ 868.62	\$ 904.34
6x week	\$ 889.11	\$ 929.86	\$ 970.89	\$ 1,012.20	\$ 1,053.82
7x week	\$ 1,078.28	\$ 1,127.70	\$ 1,177.46	\$ 1,227.56	\$ 1,278.03
4 yard bin					
1x week	\$ 246.75	\$ 258.07	\$ 269.45	\$ 280.91	\$ 292.46
2x week	\$ 362.65	\$ 379.27	\$ 396.01	\$ 412.85	\$ 429.83
3x week	\$ 478.19	\$ 500.11	\$ 522.16	\$ 544.39	\$ 566.77
4x week	\$ 594.17	\$ 621.41	\$ 648.83	\$ 676.43	\$ 704.24
5x week	\$ 709.79	\$ 742.32	\$ 775.07	\$ 808.05	\$ 841.28
6x week	\$ 825.69	\$ 863.53	\$ 901.63	\$ 939.99	\$ 978.65
7x week	\$ 952.16	\$ 995.80	\$ 1,039.74	\$ 1,083.98	\$ 1,128.55
4 yard compactor bin					
1x week	\$ 321.59	\$ 336.33	\$ 351.17	\$ 366.11	\$ 381.16
2x week	\$ 447.71	\$ 468.23	\$ 488.89	\$ 509.69	\$ 530.65
3x week	\$ 573.82	\$ 600.12	\$ 626.60	\$ 653.26	\$ 680.12
4x week	\$ 699.94	\$ 732.02	\$ 764.32	\$ 796.84	\$ 829.60
5x week	\$ 826.06	\$ 863.92	\$ 902.04	\$ 940.42	\$ 979.09
6x week	\$ 952.16	\$ 995.80	\$ 1,039.74	\$ 1,083.98	\$ 1,128.55
7x week	\$ 1,128.73	\$ 1,180.46	\$ 1,232.55	\$ 1,285.00	\$ 1,337.83
6 yard bin					
1x week	\$ 367.88	\$ 384.74	\$ 401.72	\$ 418.81	\$ 436.03
2x week	\$ 572.63	\$ 598.87	\$ 625.29	\$ 651.90	\$ 678.71
3x week	\$ 755.05	\$ 789.65	\$ 824.50	\$ 859.58	\$ 894.92
4x week	\$ 931.39	\$ 974.08	\$ 1,017.06	\$ 1,060.34	\$ 1,103.94
5x week	\$ 1,120.70	\$ 1,172.06	\$ 1,223.77	\$ 1,275.85	\$ 1,328.31
6x week	\$ 1,303.70	\$ 1,363.46	\$ 1,423.61	\$ 1,484.19	\$ 1,545.22
7x week	\$ 1,513.38	\$ 1,582.74	\$ 1,652.58	\$ 1,722.90	\$ 1,793.74
Organic Services					
65 gallon cart					
1x week	\$ 44.14	\$ 46.16	\$ 48.20	\$ 50.25	\$ 52.32
2x week	\$ 88.28	\$ 92.33	\$ 96.40	\$ 100.50	\$ 104.63
3x week	\$ 132.42	\$ 138.49	\$ 144.60	\$ 150.75	\$ 156.95
4x week	\$ 176.56	\$ 184.65	\$ 192.80	\$ 201.00	\$ 209.27
5x week	\$ 220.70	\$ 230.82	\$ 241.00	\$ 251.25	\$ 261.59
6x week	\$ 264.84	\$ 276.98	\$ 289.20	\$ 301.51	\$ 313.90
7x week	\$ 308.98	\$ 323.14	\$ 337.40	\$ 351.76	\$ 366.22
2 yard bin					
1x week	\$ 136.43	\$ 142.68	\$ 148.98	\$ 155.32	\$ 161.70
2x week	\$ 219.35	\$ 229.41	\$ 239.52	\$ 249.72	\$ 259.98
3x week	\$ 300.24	\$ 314.00	\$ 327.86	\$ 341.81	\$ 355.86
4x week	\$ 385.57	\$ 403.25	\$ 421.03	\$ 438.95	\$ 457.00
5x week	\$ 468.49	\$ 489.96	\$ 511.58	\$ 533.35	\$ 555.28
6x week	\$ 551.26	\$ 576.52	\$ 601.96	\$ 627.57	\$ 653.38

CITY OF ARTESIA

All rates are monthly unless otherwise noted.

Effective Rate Date

	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>	<u>7/1/2025</u>	<u>7/1/2026</u>
7x week	\$ 636.59	\$ 665.77	\$ 695.13	\$ 724.72	\$ 754.52
Green waste services (Multi-family)					
96 gallon cart					
1x week	\$ 44.14	\$ 46.16	\$ 48.20	\$ 50.25	\$ 52.32
2x week	\$ 88.28	\$ 92.33	\$ 96.40	\$ 100.50	\$ 104.63
3x week	\$ 132.42	\$ 138.49	\$ 144.60	\$ 150.75	\$ 156.95
4x week	\$ 176.56	\$ 184.65	\$ 192.80	\$ 201.00	\$ 209.27
5x week	\$ 220.70	\$ 230.82	\$ 241.00	\$ 251.25	\$ 261.59
6x week	\$ 264.84	\$ 276.98	\$ 289.20	\$ 301.51	\$ 313.90
7x week	\$ 308.98	\$ 323.14	\$ 337.40	\$ 351.76	\$ 366.22
3 yard bin					
1x week	\$ 189.66	\$ 198.35	\$ 207.11	\$ 215.92	\$ 224.80
2x week	\$ 278.76	\$ 291.53	\$ 304.40	\$ 317.36	\$ 330.40
3x week	\$ 367.56	\$ 384.40	\$ 401.36	\$ 418.45	\$ 435.65
4x week	\$ 456.69	\$ 477.62	\$ 498.69	\$ 519.91	\$ 541.29
5x week	\$ 545.57	\$ 570.58	\$ 595.75	\$ 621.10	\$ 646.64
6x week	\$ 634.66	\$ 663.75	\$ 693.03	\$ 722.52	\$ 752.22
7x week	\$ 723.75	\$ 756.92	\$ 790.32	\$ 823.95	\$ 857.83
4 yard bin					
1x week	\$ 222.09	\$ 232.26	\$ 242.52	\$ 252.83	\$ 263.23
2x week	\$ 326.39	\$ 341.35	\$ 356.41	\$ 371.58	\$ 386.85
3x week	\$ 430.36	\$ 450.09	\$ 469.95	\$ 489.94	\$ 510.09
4x week	\$ 534.76	\$ 559.27	\$ 583.95	\$ 608.80	\$ 633.83
5x week	\$ 638.81	\$ 668.09	\$ 697.57	\$ 727.25	\$ 757.16
6x week	\$ 743.11	\$ 777.18	\$ 811.46	\$ 845.99	\$ 880.78
7x week	\$ 847.51	\$ 886.36	\$ 925.47	\$ 964.85	\$ 1,004.52
Recycling Bin Service					
50% of Refuse Rates					
Locking bin service					
1x week	\$ 18.92	\$ 19.79	\$ 20.66	\$ 21.54	\$ 22.42
2x week	\$ 37.83	\$ 39.56	\$ 41.31	\$ 43.07	\$ 44.84
3x week	\$ 56.75	\$ 59.35	\$ 61.97	\$ 64.61	\$ 67.26
4x week	\$ 75.67	\$ 79.14	\$ 82.63	\$ 86.15	\$ 89.69
5x week	\$ 94.58	\$ 98.92	\$ 103.28	\$ 107.67	\$ 112.10
6x week	\$ 113.51	\$ 118.71	\$ 123.95	\$ 129.22	\$ 134.54
7x week	\$ 132.42	\$ 138.49	\$ 144.60	\$ 150.75	\$ 156.95
Extra pickups - standard and compactor					
1 through 3 yard bins	\$ 69.36	\$ 72.54	\$ 75.74	\$ 78.96	\$ 82.21
4 yard bin	\$ 81.97	\$ 85.73	\$ 89.51	\$ 93.32	\$ 97.16
6 yard bin	\$ 94.58	\$ 98.92	\$ 103.28	\$ 107.67	\$ 112.10
Extra Bin Cleanings or Exchange beyond one per year (requested by City or Customer)					
Restart Fee	\$ 81.97	\$ 85.73	\$ 89.51	\$ 93.32	\$ 97.16
Bulky Items, per item	\$ 44.14	\$ 46.16	\$ 48.20	\$ 50.25	\$ 52.32
Scout Service, per frequency	\$ 31.53	\$ 32.98	\$ 34.43	\$ 35.89	\$ 37.37
Push Out Service in excess of 50 feet, per frequency	\$ 63.05	\$ 65.94	\$ 68.85	\$ 71.78	\$ 74.73
Commercial bin overflow per incident	\$ 94.58	\$ 98.92	\$ 103.28	\$ 107.67	\$ 112.10
Commercial bin contamination per incident	\$ 45.00	\$ 47.16	\$ 49.52	\$ 52.00	\$ 54.60

CITY OF ARTESIA

All rates are monthly unless otherwise noted.

Effective Rate Date

	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>	<u>7/1/2025</u>	<u>7/1/2026</u>
<u>Temporary Bin Service</u>					
3-Yard Bin Service (delivery, dump, seven day rental)	\$ 163.24	\$ 170.73	\$ 178.26	\$ 185.84	\$ 193.48
Rental per day beyond 7 without a pull	\$ 6.31	\$ 6.60	\$ 6.89	\$ 7.18	\$ 7.48
<u>Rolloff Box Services</u>					
Pull Rate (includes 6 tons processing/disposal, delivery, and seven-day rental)	\$ 752.54	\$ 787.04	\$ 821.75	\$ 856.73	\$ 891.95
Standard Rolloff Box (40 yard)	\$ 752.54	\$ 787.04	\$ 821.75	\$ 856.73	\$ 891.95
Low Boy Rolloff Box (10 yard)	\$ 752.54	\$ 787.04	\$ 821.75	\$ 856.73	\$ 891.95
Compactor/all sizes (includes up to 9 tons)	\$ 825.18	\$ 863.01	\$ 901.08	\$ 939.43	\$ 978.06
Per Ton Over Tonnage Included	\$ 67.42	\$ 70.51	\$ 73.61	\$ 76.75	\$ 79.91
Rolloff Box Rental per day beyond 7 without a pull	\$ 12.61	\$ 13.19	\$ 13.77	\$ 14.36	\$ 14.95
Rolloff Box Trip Charge (dry run, relocation)	\$ 94.58	\$ 98.92	\$ 103.28	\$ 107.67	\$ 112.10

EXHIBIT B CONTAINER/BIN SPECIFICATIONS

- Contractor's Container specifications shall be consistent with the specifications submitted by Contractor to City. All Containers utilized by Contractor shall meet the standards of the industry and, shall perform to the reasonable satisfaction of the City Manager in order to be utilized in City. Container sizes specified within this Agreement may vary by manufacturer type and specifications up to ten percent (10%) more or less in volume than that identified.

- On or before July 1, 2022, Contractor must place a label on the body or lid of each Container that has been provided to a Customer that includes language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels must clearly indicate items that are Prohibited Container Contaminants for each Container. Prior to ordering labels for Containers, Contractor must submit a copy of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the City for approval.

- Each Refuse, Organics, and Recycling Cart utilized by Contractor shall be labeled in English and Spanish and with graphics so as to: (1) explain/depict the items for which it is designated to Collect, and (2) identify the name of Contractor and Contractor's phone number for service related issues, including complaints. In addition, each such Cart shall include information, in a format acceptable to City (such as hot stamping or stickers), regarding Contractor's Bulky Item service, and a phone number that Customers can call to access such service.

- The body of all Carts shall be a uniform granite green color. Refuse Carts shall have a lid that is a uniform black color, Recycling Carts shall have a lid that is a uniform blue color, and Organics Carts shall have a lid that is a uniform green color.

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

- Any Cart distributed by Contractor in City after the Effective Date shall have at least a ten (10) year warranty commencing as of the date the Cart is delivered to each

Customer, and must perform to the satisfaction of the City Manager. All Carts delivered to Customers after the Effective Date shall be newly manufactured and have never been previously used for the Collection of Solid Waste.

- All Carts distributed pursuant to this Agreement shall have an identifying serial number hot stamped into the Cart body, or otherwise have an individual identification demarcation affixed to the Cart in a manner acceptable to the City Manager. Contractor shall keep current, and provide to City at the times set forth in this Agreement, a list of each address to which a Cart has been distributed and the serial number (or other acceptable identification) of all Carts at each such address.
- Upon request of any Customer, Contractor shall provide Bins with lids that close securely and which are capable of being locked at rates that do not exceed those set forth in Exhibit A.

EXHIBIT C
FACILITIES TO BE USED FOR DISPOSAL AND PROCESSING

Contractor has selected and shall use the following facilities for the processing, transfer, and/or disposal of all material collected under this Agreement, and shall obtain written advance approval from the City Manager prior to using alternative sites, except as otherwise provided in Section 8.1.3.

CR&R Intermediate Processing Center (Western Avenue MRF)

11291 Western Avenue
Stanton, CA 90680

Material Recovery Facility which collects and processes source separated recyclable materials.

Perris Transfer Station Recovery Facility (CR&R Owned Facility)

1706 Goetz Road
Perris, CA 92570

Anaerobic Digestion organics waste facility that processes food waste and green waste into compost soil and biogas as renewable energy.

CR Transfer Stanton Material Recovery Facility (CR&R Owned Facility)

11232 Knott Avenue
Stanton, CA 90680

Transfer Station and Material Recovery Facility which separates recyclables, organics waste, and C&D materials from trash.

Orange County Waste and Recycling Landfill System:

1. Frank R. Bowerman Landfill
11002 Bee Canyon Access Road
Irvine, CA 92602
2. Olinda Landfill
1942 North Valencia Avenue
Brea, CA 92823
3. Prima Deshecha Landfill
32250 La Pata Avenue
San Juan Capistrano, CA 92675

CEMEX Black Mountain Quarry EMSW

3 Miles NE of Quarry Road and Central Road
Apple Valley, CA 92307

Engineered Municipal Solid Waste facility which processes recycle residuals for beneficial use, e.g. as construction materials.

Puente Hills Material Recovery Facility

2808 S. Workman Mill Road
Whittier, CA 90601

Transfer Station and Material Recovery Facility which separates recyclables, organics waste, and C&D materials from trash.

Savage Canyon Landfill

Whittier Utility Authority
13230 Penn Street
Whittier, CA 90602

Southeast Resource Recovery Facility (SRRF)

118 Pier S Avenue
Long Beach, CA 90802

Waste to Energy facility which processes recycling residuals into energy (electricity).

South Yuma County Landfill

19536 South Avenue 1E
Yuma, AZ 85365

Organics waste composting facility for food waste and green waste.