THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number

09-609A-8

SAP Number

Public Works

Department Contract Representative	Darren Meeka, Deputy Director
Telephone Number	(909) 386-8703
Contractor	EMPIRE DISPOSAL, LLC
Contractor Representative	Tracy A. Sweeney
Telephone Number	(909) 429-4200
Contract Term	Evergreen- Rolling 8 years
Original Contract Amount	
Amendment Amount	
Total Contract Amount	
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:

Amendment No. 8, dated May 19, 2020 to Agreement No. 09-609, dated June 16, 2009 between the County of San Bernardino and EMPIRE DISPOSAL, LLC for the collection and transportation of solid waste and other services in County Franchise Area 12.

Amendment No. 8
To AGREEMENT BETWEEN
THE COUNTY OF SAN BERNARDINO AND
EMPIRE DISPOSAL, LLC
FOR THE COLLECTION OF SOLID WASTE AND OTHER SERVICES DATED June 16, 2009
IN COUNTY FRANCHISE AREA 12

WHEREAS, on June 16, 2009 (Item No. 92), the Board of Supervisors ("Board") approved County Contract No. 09-609 with EMPIRE DISPOSAL, hereinafter referred to as EMPIRE DISPOSAL, LLC, ("Grantee") to provide for the collection of solid waste and other services (the "Franchise Agreement");

WHEREAS, on November 6, 2012 (Item No. 96), the Board approved Amendment No. 1 to the Franchise Agreement which amended Section 13.2 to clarify the methodology for the calculation of rates/Cost of Living Adjustment (COLA), allowed adjustments to be made in accordance with Section 13.2 when calculated in error, and updated the Exhibit "E" which sets the current rates for the franchise area;

WHEREAS, on June 18, 2013 (Item No. 70) the Board approved Amendment No. 2 to the Franchise Agreement which amended Section 4, Term;

WHEREAS, on November 19, 2013 (Item No. 35) the Board approved Amendment No. 3 to the Franchise Agreement which amended Section 4, Term;

WHEREAS, on November 18, 2014 (Item No. 71) the Board approved Amendment No. 4 to the Franchise Agreement revising Section 4 Term, Section 13.1 Compensation, and making other changes;

WHEREAS, on May 24, 2016 (Item No. 116) the Board approved Amendment No. 5 to the Franchise Agreement to allow for a pilot study utilizing bear resistant containers in the Angelus Oaks area;

WHEREAS, on July 11, 2017 (Item No. 50) the Board approved Amendment No. 6 to the Franchise Agreement including Exhibit "A-1" and Exhibit E to include bear resistant containers and smaller refuse containers to customers;

WHEREAS, on October 8, 2019 (Item No. 60) the Board approved Amendment No. 7 to the Franchise Agreement including the Exhibit A, Services Provided and Exhibit E, Rates to include a Fee Waiver Program in County Franchise Area 12, Zone A-Mentone/Oak Glen and Zone C-Unincorporated area near Redlands for homes that are infrequently occupied or are vacant during various months throughout the year; and

WHEREAS, the County and the Grantee desire to amend specific sections of the Franchise Agreement to include an Organic Waste Recycling Program and revise, replace, or add the following exhibits:

1. Revise Exhibit "A" - Provided Services
2. Replace Exhibit "A-1" - Services to be Provided
3. Replace Exhibit "D" - Definitions
4. Replace Exhibit "E" - Rates
5. Revise Exhibits "G-1" through "G-4" - Example Rate Adjustment Formulas
6. Replace Exhibit "G-5"- Example Rate Adjustment Formula
7. Add Exhibit "G-6" - Example Rate Adjustment Formula
8. Replace Exhibits "H-1" and "H-2" - Rate Adjustment Indices and Initial Cost Component Weightings for Residential, Commercial and Roll-Off Box Service
9. Add Exhibit "H-3" - Rate Adjustment Indices and Initial Cost Component Weightings for Commercial Food Waste Rates
10. Replace Exhibit "I"- Example Franchise Fee Calculation

NOW THEREFORE, the Contract is amended as follows:

1. Section 9.3(g) is added as follows:

9.3 Diversion Program

(g) Organic Waste Recycling Program (OWRP)

(1) Grantee shall develop and provide an OWRP that meets the requirements of AB 1826 and may be required to modify the OWRP, as required by the County.

(2) Grantee shall produce, keep current, and provide education and outreach information to all businesses (as defined in Public Resources Code Section 42649.8), subscribed to Grantee services, on AB 1826 and identification of who is affected by the legislation. The education and outreach information shall be available on Grantee's website, mailed in annual newsletter/letter/publication and included in the Grantee's brochure. Additionally, the availability of the OWRP shall be promoted through Grantee's website, mailers, billing inserts, email content, and/or online announcements, upon request by the County at no additional cost to the County.

(3) Grantee shall offer Organic Waste Handling Service to all customers subject to the requirements of AB 1826. Grantee shall offer Organic Waste Handling Service in accordance with the rates set forth in "Revised 2019 Exhibit E" or as may be adjusted under the terms of this Agreement.

(4) For customers that do not receive Organic Waste Handling Services for all Organic Waste generated or do not otherwise meet AB 1826 requirements, Grantee shall: (1) conduct annual customer surveys, utilizing a form and introductory letter jointly developed by Grantee and Division, (2) send annual non-compliance with AB 1826 letters to customers, where appropriate, and (3) offer Onsite Waste Assessments. Grantee shall provide copies of customer survey results and Onsite Waste Assessments to the County on a quarterly basis in accordance with Section 12.3(e). Grantee shall prioritize Onsite Waste Assessments to target businesses with over four (4) cubic yards of service per week and/or customers that the Grantee identifies as large generators of Organic Waste, such as hotels, business parks, and those with significant landscaping. Grantee shall also target commercial customers that have food service operations such as restaurants, grocery stores, hospitals, hotels, corporate cafes, bakeries, etc. Grantee personnel shall conduct outreach to introduce the Organic Waste Handling Service and conduct initial Onsite Waste Assessments of customer needs. At a minimum, the Onsite Waste Assessment shall include:

(i) Visual Waste Audits of commercial premises to evaluate the Organic Waste service requirement and service level needs.

(ii) Grantee shall train employees such as servers, food preparers, hospitality, and maintenance to place solid waste in the appropriate containers, as requested by commercial customer.

(5) Grantee shall provide outreach to participating customers with Organic Waste Handling Services, which shall include, but is not limited to, the following:

(i) Provide Organics recycling information annually including step by step process; guidelines for new employee training; do's and don'ts of separation; signage examples; source reduction suggestions; links to online County programs/resources; information on environmentally preferable purchasing policies; and resource list of sustainability programs and toolkits from trade organizations for example, but not limited to, the National Restaurant Association and U.S.-Composting Council Curb to Compost toolkit and/or government agencies like the Environmental Protection Agency toolkit for Reducing Food Waste and Packaging and Federal Trade Commission guidelines on compostable and degradable claims.

(ii) Help customers to implement the program and provide long term support.

(iii) Conduct comprehensive on-site bilingual trainings with kitchen and janitorial staff at no additional charge to the customer, upon request.

(iv) Follow-up and monitor annually to ensure successful participation, which shall include Visual Waste Audits and additional training, when necessary.

(6) Grantee shall assist County to identify who is affected by the legislation and provide education and outreach information to all businesses (as defined in Public Resources Code Section 42649.8), that are not subscribed to Grantee services, on AB 1826.

(7) Grantee shall assist the County with administration of CalRecycle-compliant exemptions for Organic Waste Handling Services. At a minimum, Grantee shall perform the tasks outlined in subsection 9.3(g)(4) of this Amendment and provide a recommendation and supporting documentation to the County on whether a service exemption is recommended for each non-compliant customer, in a format specified by the County.

(8) Quarterly, Grantee shall provide a report of all outreach, education, and monitoring efforts to both subscribers and non-subscribers of Grantee services, including, but not limited to, entity name and address.

2. Section 12.1(c) is deleted in its entirety and replaced with the following:

Section 12.1 General

(c) To the extent relevant to any report, all information included in the reports shall be provided according to the source of generation. Waste generator types are defined as follows:

(1) Residential - Solid Waste, Recyclables and Green Waste originating from a single-family residential unit utilizing barrel service and single-family residential unit utilizing bins of one cubic yard or more.

(2) Commercial/Industrial – Solid Waste, Recyclables, Food Waste and Green Waste from multi-family residential dwellings, mobile home parks with common bins, commercial and industrial sources.

(3) Construction/Temporary Bin/ Roll off – All Solid Waste or other materials placed in debris boxes.

(4) Cleanup – Solid Waste and other materials collected through the cleanups specified in Exhibit A or as otherwise requested by County.

3. Section 12.3 (a) is deleted in its entirety and replaced with the following:

Section 12.3 Quarterly Reports

(a) The Grantee shall provide a report that lists the quantity of Solid Waste collected by month and the number of accounts serviced monthly ("Collection information reports"). The quantities of Solid Waste, Recyclables, Green Waste and Food Waste collected shall be reported in terms of tonnage (or cubic yards if tonnage information is not available). The Division may, at its discretion, also require reporting by volume. The Grantee shall clearly specify any assumptions, such as density factors made in reporting the tonnage or cubic yard information.

4. Section 12.3 (d) is deleted in its entirety and replaced with the following:

Section 12.3 Quarterly Reports

(d) The Grantee shall submit a report summarizing the information relating to Gross Receipts, Gross Receipts Less Disposal Charges, Gross Receipts for Commercial Food Waste Service, Gross Receipts for Commercial Food Waste Service Less Processing Costs, and service charge collections, where applicable. To the extent permitted by applicable law, financial information submitted to the County by the Grantee pursuant to this subsection will be kept confidential and will be available to County personnel only on a need-to-know basis.

5. Section 12.3 (e) is added as follows:

Section 12.3 Quarterly Reports

(e) Grantee shall provide to the County on a quarterly basis, or upon County's request:

(1) The total number of Grantee's commercial customers within the thresholds of AB 1826.
(2) The total number of commercial customers within the thresholds of AB 1826 that subscribe to the Grantee-provided OWRP or a third-party program, recycle organic waste onsite, or that self-haul organic waste for recycling.
(3) A listing of all customer surveys and Onsite Waste Assessments performed and copies of the Onsite Waste Assessments.
(4) Contact information for current commercial customers that do not have an Organic Waste program including, but not limited to, name, address, phone number, and email address.
(5) To the extent known by Grantee, contact information for commercial businesses (non-customers) that do not have an Organic Waste program including, but not limited to, name, address, phone number, and email address.
(6) Grantee shall provide a report of all outreach, education, and monitoring efforts to both subscribers and non-subscribers of Grantee services, including, but not limited to, entity name and address.

6. Section 13.1(a) is deleted in its entirety and replaced with the following:

Section 13.1 Compensation

(a) In accordance with applicable law, Grantee shall provide the Solid Waste Handling services described in this Franchise Agreement and its exhibits in accordance with the rates set forth in "Exhibit E". "Exhibit E" specifies the maximum rate to be charged for the Solid Waste Handling services. By March 1 of each year as part of the Annual Report, the Grantee shall warrant to the County, in a writing signed by an officer, that during the prior calendar year it billed all of the Solid Waste Handling service Subscribers provided service under this Franchise Agreement at the rates set forth in the Total Rate approved with and applicable to this Franchise Agreement, as such Total Rate may have been adjusted pursuant to the provisions of this Section 13 and in accordance with applicable law. Copies of Subscriber billings which demonstrate the above shall be made available to the Division on its request.

7. Section 13.2. Adjustments to Total Rate – Residential, Commercial and Roll-off Service is deleted in its entirety and replaced with the following:

Section 13.2 Adjustment to Total Rate - Residential, Commercial and Roll-off Service

The following annual and special rate adjustments shall be made to the appropriate cost components of the Total Rate as provided for in this Franchise Agreement. However, no rate adjustment shall be implemented for or during any period of time when Grantee is not in substantial compliance with all material provisions of this Agreement.

(a) Cost of Living Adjustment.

(1) General

Beginning July 1, 2020, Grantee may request an adjustment to all rate categories included in the approved rate schedule according to the method described below and the formulas shown in – "Exhibits G-1 through G-6 - Example Rate Adjustment Formula," subject to review and approval of County. All future adjustments are to be effective July 1 of the same year.

(2) Cost Components for Rate Adjustment Indices

The approved rates consist of the following cost component categories: Landfill Disposal, Fuel, Service, and Other Operations. Initial component weightings to be used for the first rate adjustment are shown in the tables attached as "Exhibits H-1 through H-3 - Rate Adjustment Indices and Initial Cost Component Weightings". Each cost component may be adjusted by the change in the corresponding index shown in the exhibit. See subsection (3) through (5) below for detailed rate adjustment procedures.

(3) Residential and Commercial Rate Adjustment Steps

All residential and commercial rates, with the exception of commercial Food Waste rates, will be adjusted using the cost component weightings identified in the table attached as "Exhibit H-1 - Rate Adjustment Indices and Initial Cost Component Weightings" and as described below. See "Exhibits G-1, G-2 and G-3 - Example Rate Adjustment Formula" for an example of rate adjustment calculations. Using Exhibit G-1 as an example, the adjustment is calculated as follows:

Step One – Calculate the percentage increase or decrease in each index listed in the table attached as "Exhibit H-1 – Rate Adjustment Indices and Initial Cost Component Weightings." The increase or decrease in the landfill disposal cost component will be the change in the Landfill Disposal Facility Fee between the July 1 effective date for the rate adjustment and the preceding July 1, except in those instances when the County does not fix a new Landfill Disposal Facility Fee as of July 1 of any year, the actual effective date of the Landfill Disposal Facility Fee change will control. The increase or decrease in the published indices for Fuel, Service and Other Operations will be the change in the average annual published index between the calendar year ended the December prior to the July 1 effective date for the rate adjustment and the prior calendar year. See "Exhibit G-5 – Example Rate Adjustment Formula" for an example calculation of the average annual change in an index.

Step Two – Multiply the percentage changes for each rate adjustment component by that component's weighting and add these resulting percentages together to get the total weighted change to the rates.

The July 1, 2020 rate adjustment cost components as a percentage of total costs are provided in the table attached as "Exhibit H-1 Rate Adjustment Indices and Initial Cost Component Weightings", with component weightings for use in subsequent years calculated in Step Four of the rate adjustment. For Step Two of each subsequent rate adjustment, use the "Cost Components Reweighted to Equal 100%" in Column "O" of "Exhibit G-1 – Example Rate Adjustment Formula" in Step Four during the previous rate adjustment.

Step Three – Multiply the total weighted percent change from Step Two by the existing customer rates to calculate the increase or decrease to the maximum rates. Add the rate increase or decrease to the existing rates to derive the newly adjusted rates.

Step Four – Recalculate weightings for the following year based upon these changes. The "Cost Components Reweighted to Equal 100%" in Column "O" of "Exhibit G-1– Example Rate Adjustment Formula" shall be used to calculate the franchise fees due for the upcoming year beginning the July 1 that rates become effective, as shown in "Exhibit I - Example Franchise Fee Calculation."

(4) Commercial Food Waste Rate Adjustment Steps (where Food Waste rates have been approved by the County)

Commercial Food Waste rates will be adjusted using the cost component weightings identified in the table attached as "Exhibit H-3 – Food Waste Rate Adjustment Indices and Initial Cost Component Weightings" and as described below. See "Exhibit G-6 – Example Rate Adjustment Formula" for an example of rate adjustment calculations. Using Exhibit G-6 as an example, the adjustment is calculated as follows:

Step One – Calculate the percentage increase or decrease in each index listed in the table attached as "Exhibit H-3 – Food Waste Rate Adjustment Indices and Initial Cost Component Weightings." The increase or decrease in Food Waste processing costs will be the change in the identified Organic Waste Processing Facility Fee between the July 1 effective date for the rate adjustment and the preceding July 1, except in those instances when the Organic Waste Processing Facility does not fix a new Organic Waste Processing Facility Fee as of July 1 of any year, the actual effective date of the Organic Waste Processing Facility Fee change will control. Grantee guarantees that the per ton Organic Waste Processing Facility Fee shall be the lowest rate available to any other customers in jurisdictions using the Organic Waste Processing Facility for "similar services." Accordingly, in the event that similar services for other customers are charged at a per ton gate rate lower than those actually charged by Grantee to County of San Bernardino commercial customers during the Term of this Agreement, Grantee shall

reduce the per ton Organic Waste Processing Facility Fee it charges to commercial customers. "Similar services" as used in this Section refers to processing Food Waste including, but not limited to, sorting, Composting and anaerobic digestion.

The increase or decrease in the published indices for Fuel and Service will be the change in the average annual published index between the calendar year ended the December prior to the July 1 effective date for the rate adjustment and the prior calendar year. See "Exhibit G-5 – Example Rate Adjustment Formula/Calculation for Average Annual Change in Published Price Indices" for an example calculation of the average annual change in an index.

Step Two – Multiply the percentage changes for each rate adjustment component by that component's weighting and add these resulting percentages together to get the total weighted change to the rates.

The July 1, 2020 rate adjustment cost components as a percentage of total costs are provided in the table attached as "Exhibit H-3 – Food Waste Rate Adjustment Indices and Initial Cost Component Weightings", with component weightings for use in subsequent years calculated in Step Four of the rate adjustment. For Step Two of each subsequent rate adjustment, use the "Cost Components Reweighted to Equal 100%" in Column "O" of "Exhibit G-6 – Example Rate Adjustment Formula/ Applicable To Commercial Food Waste Barrel and Commercial Food Waste Bin Rates" in Step Four during the previous rate adjustment.

Step Three – Multiply the total weighted percent change from Step Two by the existing customer rates to calculate the increase or decrease to the maximum rates. Add the rate increase or decrease to the existing rates to derive the newly adjusted rates.

Step Four – Recalculate weightings for the following year based upon these changes. The "Cost Components Reweighted to Equal 100%" in Column "O" of "Exhibit G-6 – Example Rate Adjustment Formula" shall be used to calculate the franchise fees due for the upcoming year beginning the July 1 that rates become effective, as shown in "Exhibit I 2020- Example Franchise Fee Calculation."

(5) Roll-Off Box Rate Adjustment Steps

All roll-off box rates will be adjusted using the cost component weightings identified above as described below. See "Exhibit G-4 Example Rate Adjustment Formula" for an example rate adjustment for roll-off box rates.

Step One – Calculate the percentage increase or decrease in the Fuel and Service indices listed in the table attached as "Exhibit H-2 - Rate Adjustment Indices and Initial Cost Component Weightings." The increase or decrease in the indices for Fuel and Service will be the change in the average annual published index between the calendar year ended the December prior to the July 1 effective date for the rate adjustment and the prior calendar year.

The Landfill Disposal Facility Fee component is based on a per ton rate. That rate shall remain equal to the San Bernardino County Solid Waste System per ton rate for roll-off loads as of the effective date of the new rate schedule.

Step Two – Multiply the percentage changes for each rate adjustment component by that component's weighting and add these resulting percentages together to get the total weighted change to the rates.

Cost components as a percentage of total costs are provided in "Exhibit H-2 Rate Adjustment Indices and Initial Cost Component Weightings" for the rate adjustment effective July 1, 2020, with subsequent components calculated in Step Four of the rate adjustment. For Step Two of each subsequent rate adjustment, use the "Cost Components Reweighted to Equal 100%" in Column "O" of "Exhibit G-4 – Example Rate Adjustment Formula" in Step Four during the previous rate adjustment.

Step Three – Multiply the total weighted percent change from Step Two by the existing customer rates to calculate the increase or decrease to the maximum rates. Add the rate increase or decrease to the existing rates to derive the newly adjusted rates.

Step Four – Recalculate weightings for the following year based upon these changes. The "Cost Components Reweighted to Equal 100%" in Column "O" of "Exhibit G-4 – Example Rate Adjustment Formula" shall be used to calculate the franchise fees due for the upcoming year beginning the July 1 that rates become effective, as shown in "Exhibit I - Example Franchise Fee Calculation."

(6) Changes in Rate Adjustment Indices

If the same rate adjustment index is used from year to year, the "Old Index Value" (Column A in each example in "Exhibits G-1 through G-4, and Exhibit G-6 (if applicable) - Example Rate Adjustment Formula") shall be the "New Index Value" (Column B in "Exhibits G-1 through G-4, and Exhibit G-6 (if applicable) – Example Rate Adjustment Formula") used in the prior rate adjustment. If the rate adjustment index changes, due to a change in type of fuel, a discontinued index or otherwise, the change will be measured as the average annual change year over year for the new index, and data for the old/discontinued index will not be used. If a rate adjustment index is discontinued, an alternative index must be approved by the Deputy Director of Solid Waste Management or designee.

(7) Revision of Cost of Living Adjustment Methodology

The Parties acknowledge that external factors that are used in the Cost Components Reweighted analysis, such as fuels, costs of equipment, etc., may change over time and the factors may need adjustment. Either Party may initiate discussions to review these factors and whether an adjustment to the rate component weightings is necessary in order to provide economic service to County ratepayers.

(b) Reserved. [Former subsection 13.2(b) deleted as of the effective date of Amendment No. 3.]

(c) Extraordinary Adjustment

The parties acknowledge that there may be infrequent extraordinary events which, although they do not prevent either party from performing, and thus do not implicate the Force Majeure provisions hereof, nevertheless increase the cost of providing service such that Grantee's compensation and the rate adjustment mechanism provided in this Agreement result in Grantee's suffering losses which are substantially outside the commercially reasonable expectations of the parties. The obligation of the parties in such event is to act reasonably toward each other in arriving at an appropriate adjustment in rates. Accordingly, at its option, Grantee may apply to the County at any time, but not more frequently than once annually, for an extraordinary rate adjustment should an event or circumstance arise that is not the result of a Change in Law or Change in Service Level which negatively impacts the economic operation of Grantee and which is in excess of the rate adjustment resulting from the application of the annual adjustment formula set for in subparagraph (a) above. An interim adjustment in rates will be deemed justified if it is necessary for the Grantee to make a substantial change in its operations, or substantial capital expenditure or investment in order to perform its obligations under this Agreement due to the occurrence of an event or circumstance other than a Change in Law or Change in Service Level which is beyond the reasonable control of Grantee. In the event of such an application for an extraordinary rate increase, it is understood that the Grantee shall have the burden of demonstrating to the reasonable satisfaction of County the basis for the extraordinary increased cost. In no event shall any Extraordinary Adjustment be effective prior to the Board's approval of an amendment to the Franchise Agreement.

(d) Landfill Disposal Facility Fee Adjustment

The Landfill Disposal Facility Fee and Organics Processing Facility Fee Adjustment shall be the pass-through of one hundred percent (100%) of any increase or decrease in the fee charged to the Grantee for the use of a Landfill Disposal Facility or an Organics Processing Facility Fee approved for use by the Division, using the rate adjustment formula described in "(a)" above, and shall be effective as of the date of the change of such fee.

(e) Franchise Fee Adjustment

The Franchise Fee adjustment shall be the pass through of one hundred percent (100%) of any increase or decrease in the Franchise Fee percentage, and shall be effective as of the date the Franchise Fee increase or decrease is payable by the Grantee.

(f) Change in Service Level Adjustments

(1) The Total Rate shall be increased (or decreased) by one hundred percent (100%) of the increase (or decrease) or incremental increase (or incremental decrease), as the case may be, in the demonstrable costs (i.e., on any direct or indirect cost, whether fixed or variable) associated with the change in the level of the Solid Waste Handling services which may be required of, or agreed to by, Grantee. A Change in Service Level Adjustment shall be effective on and after the actual date of the requirement to or agreement to change operations which results from the change in service, but, absent the consent of the Director, or designee, not sooner than the effective date of the change in service. In no event shall any Change in Service Level Adjustment be effective prior to the Board's approval of an amendment to the Franchise Agreement.

(2) In the event that the Director, or designee, and the Grantee claiming to be affected by the change in service level cannot agree on either the existence, or the effect on demonstrable costs, of a change in service level, the dispute resolution provisions of Section 13.3(a) shall apply.

(g) Change in Law Adjustments

(1) The Total Rate shall be increased (or decreased) by one hundred percent (100%) of the increase (or decrease) or incremental increase (or incremental decrease), as the case may be, in the demonstrable costs (i.e., on any direct or indirect cost, whether fixed or variable) associated with the change in the manner or nature of conducting Solid Waste Handling services necessitated by a Change in Law. A Change in Law Adjustment shall be effective on and after the actual date of the change in operations which resulted from the Change in Law, but, absent the consent of the Director, or designee, not sooner than the effective date of the Change in Law. In no event shall any Change in Law Adjustment be effective prior to the Board's approval of an amendment to the Franchise Agreement.

(2) In the event that the Director, or designee, and the Grantee claiming to be affected by the Change in Law cannot agree on either the existence, or the effect on demonstrable costs, of a Change in Law, the dispute resolution provisions of Section 13.3(a) shall apply.

(h) Calculation Errors

If at any time during the term of this Agreement, the Grantor or the Grantee realize that an adjustment made in accordance with this Section 13.2 has been calculated in error, then the appropriate correction will be calculated by the County and an applicable corrective change, either positive or negative, will be made to the Total Rate on the next ensuing July 1st.

8. Exhibit A, Section F (1) and (2) are deleted in their entirety and replaced with the following:

Exhibit A, Section F. "Emergency Disaster Debris Removal Services"

(1) In the event of a declared emergency disaster such as a fire, flood, earthquake, or other such occurrence as deemed meeting the criteria of a disaster in which debris is created, the County reserves the right to seek bids and/or services from Grantee or any other service provider for emergency removal of debris in compliance with Federal and State emergency management procurement requirements.

(2) During any period of time that Grantee is unable to service its franchise area during such declared emergency, either for loss of transportation, lack of assistance or an overabundance of debris material or other similar circumstances the County reserves the right to contract with any other County franchise haulers for temporary bin/roll-off services using rates reflected in such other franchise hauler's contract with the County or to contract with any third party for required services. Grantee shall notify County when it regains its ability to recommence service in its franchise area and County will, within a reasonable time period, terminate any contract with other haulers for the same services.

9. Exhibit "A-1"- Services to Be Provided is deleted in its entirety and replaced with 2020 Exhibit "A-1", which is attached and incorporated by reference.

10. Exhibit "D" Definitions is deleted in its entirety and replaced with 2020 Exhibit "D", which is attached and incorporated by reference.

11. Exhibit "E" is deleted in its entirety and replaced with 2020 Exhibit "E", which is attached and incorporated by reference.

12. For "Exhibit G-1 Example Rate Adjustment Formula: Applicable to Residential Barrel Rates in Non-Landuse Fee Areas," "Exhibit G-2 Example Rate Adjustment Formula: Applicable to Residential Barrel, Residential Bin, and Multi-Family Bin Rates in Landuse Fee Areas Where There is No Landfill Disposal Component," "Exhibit G-3 Example Rate Adjustment Formula Applicable to Commercial Barrel and Commercial Bin Rates, Residential Bin Rates Where the Residential Refuse Bin Rates Include a Landfill Disposal Cost Component, and Multi-Family Bin Rates Where the Multi-Family Bin Refuse Rates Include a Landfill Disposal Cost Component" and "Exhibit G-4 Example Rate Adjustment Formula Applicable to Roll-Off Box Service Rate Categories," footnotes (2) and (3) are deleted in their entirety and replaced with the following:

    Footnotes

    (2) This example used the diesel index. California No. 2 Diesel Ultra Low-Sulfer (0-15 ppm) Retail Prices (Dollars Per Gallon), U.S. Energy Information Administration- average annual change. For natural gas fleets, use Natural Gas (CNG) Information Reported by Clean Cities, West Coast (Table 5 of quarterly report)- average annual change. See Exhibit G-5 for example calculation.

    (3) CPI for All Urban Consumers, Los Angeles-Long Beach-Anaheim, CA, all items less energy- average annual change. See Exhibit G-5 for example calculation.

13. Exhibit "G-5"- Example Rate Adjustment Formula: Calculation For Average Annual Change in Published Price Indices is deleted in its entirety and replaced with 2020 Exhibit "G-5", which is attached and incorporated by reference.

14. Exhibit "G-6"- Example Rate Adjustment Formula: Applicable to Commercial Food Waste Barrel and Commercial Food Waste Bin Rates is added and attached and incorporated by reference.

15. Exhibit "H-1"- Rate Adjustment Indices and Initial Cost Component Weightings: Residential and Commercial Rate Adjustment Indices and Initial Cost Component Weightings is deleted in its entirety and replaced with 2020 Exhibit "H-1", which is attached and incorporated by reference.

16. Exhibit "H-2"- Rate Adjustment Indices and Initial Cost Component Weightings: Roll-Off Box Service Rate Adjustment Indices and Initial Cost Component Weightings is deleted in its entirety and replaced with 2020 Exhibit "H-2", which is attached and incorporated by reference.

17. Exhibit "H-3"- Rate Adjustment Indices and Initial Cost Component Weightings: Commercial Food Waste Rate Adjustment Indices and Initial Cost Component Weightings is added and attached and incorporated by reference.

18. Exhibit "I"- Example Franchise Fee Calculation is deleted in its entirety and replaced with 2020 Exhibit "I", which is attached and incorporated by reference.

19. All previous references to "Empire Disposal" are replaced with "Empire Disposal, LLC." This change is for clarification purposes only and Grantee remains the same entity as in the original 2009 Agreement.

20. Except as amended herein, all other terms and conditions of the Contract shall remain in effect.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino and the Contractor have each caused this Agreement to be subscribed by its respective duly authorized officers on its respective behalf.

COUNTY OF SAN BERNARDINO

By: _____
Curt Hagman, Chairman, Board of Supervisors

Dated: JUN 09 2020

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By: _____
Deputy

EMPIRE DISPOSAL, LLC
(Print or type name of corporation, company, contractor, etc.)

By: _____
(Authorized signature – sign in blue ink)

Name: TRACY A. SWEENEY
(Print or type name of person signing contract)

Title: CHIEF OPERATING OFFICER/VICE-PRESIDENT
(Print or type)

Dated: 5-11-2020

Address: 9890 Cherry Ave

Fontana, CA 92335

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► see attached	► Andy Silao	►
Jolena Grider, Deputy County Counsel	~~Mohammad Ali, P.E.~~ Andy Silao	Brendon Biggs, Interim Director
Date	Date 5/14/2020	Date 5-14-2020

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino and the Contractor have each caused this Agreement to be subscribed by its respective duly authorized officers on its respective behalf.

COUNTY OF SAN BERNARDINO

By: _____
Curt Hagman, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By: _____
Deputy

EMPIRE DISPOSAL, LLC
(Print or type name of corporation, company, contractor, etc.)

By: _____
(Authorized signature – sign in blue ink)

Name: TRACY A. SWEENEY
(Print or type name of person signing contract)

Title: CHIEF OPERATING OFFICER/VICE-PRESIDENT
(Print or type)

Dated: _____

Address: 9890 Cherry Ave

Fontana, CA 92335

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
Jolena Grider		
Jolena Grider, Deputy County Counsel	Mohammad Ali, P.E.	Brendon Biggs, Interim Director
Date 5/12/20	Date	Date

County Franchise Area: 12
Zone (if applicable): A
Effective: 7/1/20
Uniform: Residential Only

2020 EXHIBIT A-1 SERVICES TO BE PROVIDED
(Revised July 2020)

RESIDENTIAL SERVICE

Single Family Collection

Curbside Refuse Service

Collection:	X	Automated		Manual
Pick up Frequency:	1	Times/Week		
Containers:	1	Number		
	95	Gallon Barrel		
Provided By:	X	Hauler		Property Owner

Refuse Bin Service

Pick up Frequency:	1	to	2	Times/Week
Containers:	1.5	to	3	Cubic Yard Commercial Grade Bins
Provided By:	X	Hauler		Other

Single Family Diversion Programs

Recycling Barrel

Collection:	X	Automated		Manual
Pick up Frequency:	1	Times/Week		
Containers:	1	Number		
	32	Gallon Barrel		
Provided By:	X	Hauler		Property Owner

Recycling Bin

Pick up Frequency:	1	to	1	Times/Week
Containers:	1.5	to	3	Cubic Yard Commercial Grade Bins
Provided By:	X	Hauler		Other

Materials Collected:	X	Aluminum Cans	X	Metal Coat Hangers
	X	Cardboard	X	Mixed Paper
	X	Catalogs	X	Newspaper
	X	Computer Paper	X	Phone Books
	X	Glass Containers	X	Plastics # 1 to #7
	X	Junk Mail	X	Magazines
	X	Tin Cans		

Green Waste Barrel

Collection:	X	Automated		Manual
Pick up Frequency:	1	Times/Week		
Containers:	1	Number		
	90	Gallon Barrel		
Provided By:	X	Hauler	X	Property Owner

Unlimited green waste—customer can rent additional containers from hauler or use their own 32-gallon barrels.

Green Waste Bins

Pick up Frequency:	1	to	2	Times/Week	
Containers:	1.5	to	3	Cubic Yard Commercial Grade Bins	
Provided By:	X	Hauler	X	Other: Manure (1.5 or 2 yd only)	
Materials Collected:	X	Grass Clippings	X	Leaves	
	X	Tree Trimmings	X	Brush	
	X	Prunings	X	Shrub Trimmings	
	X	Weeds	X	Twigs & Small Branches	

Single Family Education Plan (provide an example of items from the previous year)

Workshops	1	Times/Year*
Public Events	As needed	Times/Year*
Press Releases	As needed	Times/Year*
Brochures	New customers/customer request	Times/Year
Newsletters	4	Times/Year

* In conjunction with SWMD

Bulky Item Collection

Collection Program

Schedule:	1	Week Before		
Collection Day:	X	Regular Scheduled Day	_____	Other
Notification:	X	Mail	_____	Phone Call
Maximum Collection:	5	of items		
Additional Collection:	X	Yes (with a fee)	_____	No

CRT Collection

Frequency:	2	Times/Year		
Schedule:	1	Week Before		
Collection Day:	X	Regular Scheduled Day	_____	Other
Notification:	X	Mail	_____	Phone Call
Maximum Collection:	2	of items		
Additional Collection:	X	Yes (with a fee)	_____	No

Included as part of bulky item collection program (included in number of bulky items).

MULTI-FAMILY SERVICE

Multi-Family Residential Collection

Curbside Refuse Service

Collection:	X	Automated		Manual
Pick up Frequency:	1	Times/Week		
Containers:	1	Number		
	95	Gallon Barrel		
Provided By:	X	Hauler		Property Owner

Refuse Bin Service

Pick up Frequency:	1	to	6	Times/Week
Containers:	1.5	to	3	Cubic Yard Commercial Grade Bins
Provided By:	X	Hauler		Other

Multi-Family Residential Diversion Programs

Recycling Barrel

Collection:	X	Automated		Manual
Pick up Frequency:	1	Times/Week		
Containers:	1	Number		
	32	Gallon Barrel		
Provided By:	X	Hauler		Property Owner

Recycling Bin

Pick up Frequency:	1	to	6	Times/Week
Containers:	1.5	to	3	Cubic Yard Commercial Grade Bins
Provided By:	X	Hauler		Other

Materials Collected:	X	Aluminum Cans	X	Metal Coat Hangers
	X	Cardboard	X	Mixed Paper
	X	Catalogs	X	Newspaper
	X	Computer Paper	X	Phone Books
	X	Glass Containers	X	Plastics # 1 to #7
	X	Junk Mail	X	Magazines
	X	Tin Cans		

Green Waste Barrel

Collection:	X	Automated		Manual
Pick up Frequency:	1	Times/Week		
Containers:	1	Number		
	90	Gallon Barrel		
Provided By:	X	Hauler	X	Property Owner

Unlimited green waste—customer can rent additional containers from hauler or use their own 32-gallon barrels.

Green Waste Bins

Pick up Frequency:	1	to	6	Times/Week
Containers:	1.5	to	3	Cubic yard Commercial bins
Provided By:	X	Hauler		Other
Materials Collected:	X	Grass Clippings	X	Leaves
	X	Tree Trimmings	X	Brush
	X	Prunings	X	Shrub Trimmings
	X	Weeds	X	Twigs & Small Branches

Multi-Family Residential Education Plan

Workshops	1	Times/Year*
Public Events	As needed	Times/Year*
Press Releases	As needed	Times/Year*
Brochures	New customers/customer request	Times/Year
Newsletters	4	Times/Year

* In conjunction with SWMD

Multi-Family Residential Waste Assessments

Frequency:	1	Times/Year
Sites:	20%	Each Assessment

COMMERCIAL/INDUSTRIAL SERVICE

Bin Collection

Refuse Bin Service

Pick up Frequency:	1	to	6	Times/Week
Containers:	1.5	to	3	Cubic Yard Commercial Grade Bins
Provided By:	X	Hauler		Other

Recycling Bin Service

Pick up Frequency:	1	to	6	Times/Week
Containers:	1.5	to	3	Cubic Yard Commercial Grade Bins
Provided By:	X	Hauler		Other

Materials Collected:

X	Aluminum Cans	X	Metal Coat Hangers
X	Cardboard	X	Mixed Paper
X	Catalogs	X	Newspaper
X	Computer Paper	X	Phone Books
X	Glass Containers	X	Plastics # 1 to #7
X	Junk Mail	X	Magazines
X	Tin Cans		

Green Waste Bin

Pick up Frequency:	1	to	6	Times/Week
Containers:	1.5	to	3	Cubic Yard Commercial Grade Bins
Provided By:	X	Hauler		Other

Materials Collected:

X	Grass Clippings	X	Leaves
X	Tree Trimmings	X	Brush
X	Prunings	X	Shrub Trimmings
X	Weeds	X	Twigs & Small Branches

Food Waste Bin

Pick up Frequency:	1	to	6	Times/Week
Containers:	2	to	2	Cubic Yard Commercial Grade Bins
Provided By:	X	Hauler		Other

Materials Collected:

X	Fruit Waste	X	Vegetable Waste
X	Grain Waste	X	Fish
X	Dairy Waste	X	Meat
X	Food-Soiled Paper Waste mixed in with Food Waste		

Barrel Collection

Refuse Barrel Service

Collection:	X	Automated		Manual
Pick up Frequency:	1	To	3	Times/Week
Containers:	1	Number		
	95	Gallon Barrel		
Provided By:	X	Hauler		Business Owner

Notes: _____

_____

Recycling Barrel Service

Pick up Frequency: 1 to _____ Times/Week
Containers: 65 Gallon Barrel
Provided By: X Hauler _____ Other
Materials Collected:

X	Aluminum Cans	X	Metal Coat Hangers
X	Cardboard	X	Mixed Paper
X	Catalogs	X	Newspaper
X	Computer Paper	X	Phone Books
X	Glass Containers	X	Plastics # 1 to #7
X	Junk Mail	X	Magazines
X	Tin Cans		

Food Waste Barrel

Pick up Frequency: 1 to 6 Times/Week
Containers: 65 Gallon Barrel
Provided By: X Hauler _____ Other
Materials Collected:

X	Fruit Waste	X	Vegetable Waste
X	Grain Waste	X	Fish
X	Dairy Waste	X	Meat
X	Food-Soiled Paper Waste mixed in with Food Waste		

Roll-Off Service

Frequency: 7 Days Usage
Container: 10 to 40 Cubic Yards
Notes: Roll-off containers not serviced a minimum of once per week subject to a rental fee.

Other Services

Temporary Bin

Container: 3 Cubic Yard Containers Available
Charges Include: Yes Delivery, Removal, Disposal
Frequency: 7 Days Usage
Prohibited Materials: X Dirt X Rock X Concrete

Locking Lids

Notes: Provided at an additional charge

Steam Cleaning

Notes: Provided at an additional charge

Pull Out Service (Bins)

Notes: Provided at an additional charge

Large Item Collection
Notes: Provided at an additional charge

Disposal Information
Solid Waste Facility: San Timoteo Landfill
Cost Per Ton Mile:

County Franchise Area: 12
Zone (if applicable): B
Effective: 7/1/20
Uniform: _____

EXHIBIT A-1 SERVICES TO BE PROVIDED
(Revised July 2020)

RESIDENTIAL SERVICE

Single Family Collection

Curbside Refuse Service

Collection:	X	Automated	_____	Manual
Pick up Frequency:	1	Times/Week		
Containers:	1	Number		
	35 or 95	Gallon Barrel		
Provided By:	X	Hauler	_____	Property Owner
Bear Resistant:	95	Gallon Barrel		

Refuse Bin Service

Pick up Frequency:	1	to	2	Times/Week
Containers:	1.5	to	3	Cubic Yard Commercial Grade Bins
Provided By:	X	Hauler	_____	Other

Single Family Diversion Programs-N/A

Recycling Barrel

Collection:	_____	Automated	_____	Manual
Pick up Frequency:	_____	Times/Week		
Containers:	_____	Number		
	_____	Gallon Barrel		
Provided By:	_____	Hauler	_____	Property Owner

Recycling Bin

Pick up Frequency:	_____	to	_____	Times/Week
Containers:	_____	to	_____	Cubic Yard Commercial Grade Bins
Provided By:	_____	Hauler	_____	Other

Materials Collected:

_____	Aluminum Cans	_____	Metal Coat Hangers
_____	Cardboard	_____	Mixed Paper
_____	Catalogs	_____	Newspaper
_____	Computer Paper	_____	Phone Books
_____	Glass Containers	_____	Plastics # 1 to #7
_____	Junk Mail	_____	Magazines
_____	Tin Cans		

Green Waste Barrel – N/A

Collection:	_____	Automated	_____	Manual
Pick up Frequency:	_____	Times/Week		
Containers:	_____	Number		
	_____	Gallon Barrel		

Provided By: _____ Hauler _____ Property Owner

Green Waste Bins

Pick up Frequency: _____ to _____ Times/Week
Containers: _____ to _____ Cubic Yard Commercial Grade Bins
Provided By: _____ Hauler _____ Other
Materials Collected: _____ Grass Clippings _____ Leaves
_____ Tree Trimmings _____ Brush
_____ Prunings _____ Shrub Trimmings
_____ Weeds _____ Twigs & Small Branches

Single Family Education Plan (provide an example of items from the previous year)

Workshops	As needed	Times/Year*
Public Events	As needed	Times/Year*
Press Releases	As needed	Times/Year*
Brochures	New customers/customer request	Times/Year
Newsletters	4	Times/Year

* In conjunction with SWMD

Bulky Item Collection

Collection Program

Frequency: 2 Times/Year
Schedule: 1 Week Before
Collection Day: X Regular Scheduled Day _____ Other
Notification: X Mail _____ Phone Call
Maximum Collection: 5 of items
Additional Collection: X Yes (with a fee) _____ No

CRT Collection

Frequency: 2 Times/Year
Schedule: 1 Week Before
Collection Day: X Regular Scheduled Day _____ Other
Notification: X Mail _____ Phone Call
Maximum Collection: * of items
Additional Collection: X Yes (with a fee) _____ No

*CRT's are collected as part of the bulky item collection program.

MULTI-FAMILY SERVICE

Multi-Family Residential Collection

Curbside Refuse Service

Collection:	X	Automated	_____	Manual
Pick up Frequency:	1	Times/Week		
Containers:	1	Number		
	95	Gallon Barrel		
Provided By:	X	Hauler	_____	Property Owner
Bear Resistant:	95	Gallon Barrel		

Refuse Bin Service- N/A

Pick up Frequency:	_____	to	_____	Times/Week
Containers:	_____	to	_____	Cubic Yard Commercial Grade Bins
Provided By:	_____	Hauler	_____	Other

Multi-Family Residential Diversion Programs-N/A

Recycling Barrel

Collection:	_____	Automated	_____	Manual
Pick up Frequency:	_____	Times/Week		
Containers:	_____	Number		
	_____	Gallon Barrel		
Provided By:	_____	Hauler	_____	Property Owner

Recycling Bin

Pick up Frequency:	_____	to	_____	Times/Week
Containers:	_____	to	_____	Cubic Yard Commercial Grade Bins
Provided By:	_____	Hauler	_____	Other
Materials Collected:	_____	Aluminum Cans	_____	Metal Coat Hangers
	_____	Cardboard	_____	Mixed Paper
	_____	Catalogs	_____	Newspaper
	_____	Computer Paper	_____	Phone Books
	_____	Glass Containers	_____	Plastics # 1 to #7
	_____	Junk Mail	_____	Magazines
	_____	Tin Cans		

Green Waste Barrel

Collection:	_____	Automated	_____	Manual
Pick up Frequency:	_____	Times/Week		
Containers:	_____	Number		
	_____	Gallon Barrel		
Provided By:	_____	Hauler	_____	Property Owner

Green Waste Bins

Pick up Frequency:	_____	to	_____	Times/Week
Containers:	_____	to	_____	Cubic yard Commercial bins
Provided By:	_____	Hauler	_____	Other
Materials Collected:	_____	Grass Clippings	_____	Leaves
	_____	Tree Trimmings	_____	Brush
	_____	Prunings	_____	Shrub Trimmings
	_____	Weeds	_____	Twigs & Small Branches

Multi-Family Residential Education Plan

Workshops	As needed	Times/Year*
Public Events	As needed	Times/Year*
Press Releases	As needed	Times/Year*
Brochures	New customers/customer request	Times/Year
Newsletters	Barrel – 4/Bin - 2	Times/Year

* In conjunction with SWMD

Multi-Family Residential Waste Assessments

Frequency:	1	Times/Year
Sites:	20%	Each Assessment (qualified AB341/AB1826 accounts)

COMMERCIAL/INDUSTRIAL SERVICE

Bin Collection

Refuse Bin Service

Pick up Frequency:	1	To	2	Times/Week
Containers:	1.5	To	6	Cubic Yard Commercial Grade Bins
Provided By:	X	Hauler		Other

Recycling Bin Service-N/A

Pick up Frequency:		To		Times/Week
Containers:		To		Cubic Yard Commercial Grade Bins
Provided By:		Hauler		Other
Materials Collected:		Aluminum Cans		Metal Coat Hangers
		Cardboard		Mixed Paper
		Catalogs		Newspaper
		Computer Paper		Phone Books
		Glass Containers		Plastics # 1 to #7
		Junk Mail		Magazines
		Tin Cans		

Green Waste Bins-N/A

Pick up Frequency:		to		Times/Week
Containers:		to		Cubic Yard Commercial Grade Bins
Provided By:		Hauler		Other
Materials Collected:		Grass Clippings		Leaves
		Tree Trimmings		Brush
		Prunings		Shrub Trimmings
		Weeds		Twigs & Small Branches

Barrel Collection

Refuse Barrel Service

Collection:		Automated		Manual
Pick up Frequency:		To		Times/Week
Containers:		Number		
		Gallon Barrel		
Provided By:		Hauler		Business Owner
Notes:				

Recycling Barrel Service

Pick up Frequency:	1	to		Times/Week
Containers:	65	Gallon Barrel		
Provided By:	X	Hauler		Other
Materials Collected:	X	Aluminum Cans	X	Metal Coat Hangers
	X	Cardboard	X	Mixed Paper
	X	Catalogs	X	Newspaper
	X	Computer Paper	X	Phone Books
	X	Glass Containers	X	Plastics # 1 to #7
	X	Junk Mail	X	Magazines
	X	Tin Cans		

Roll-Off Service

Frequency: 7 Days Usage
Container: 10 To 40 Cubic Yards
Notes: Roll-off containers not serviced a minimum of once per week subject to a rental fee.

Other Services

Temporary Bin

Container: 3 Cubic Yard Containers Available
Charges Include: Yes Delivery, Removal, Disposal
Frequency: 7 Days Usage
Prohibited Materials: X Dirt X Rock X Concrete

Locking Lids

Notes: Provided at an additional charge

Steam Cleaning

Notes: Provided at an additional charge

Pull Out Service (Bins)

Notes: Provided at an additional charge

Large Item Collection

Notes: Provided at an additional charge

Disposal Information

Solid Waste Facility: San Timoteo Landfill
Cost Per Ton Mile:

County Franchise Area: 12
Zone (if applicable): C
Effective: 7/1/20
Uniform: Residential Only

EXHIBIT A-1 SERVICES TO BE PROVIDED
(Revised July 2018)

RESIDENTIAL SERVICE

Single Family Collection

Curbside Refuse Service

Collection:	X	Automated		Manual
Pick up Frequency:	1	Times/Week		
Containers:	1	Number		
	95	Gallon Barrel		
Provided By:	X	Hauler		Property Owner

Refuse Bin Service

Pick up Frequency:	1	to	2	Times/Week
Containers:	1.5	to	3	Cubic Yard Commercial Grade Bins
Provided By:	X	Hauler		Other

Single Family Diversion Programs

Recycling

Collection:	X	Automated		Manual
Pick up Frequency:	1	Times/Week		
Containers:	1	Number		
	32	Gallon Barrel		
Provided By:	X	Hauler		Property Owner

Recycling Bins

Pick up Frequency:	1	to	1	Times/Week
Containers:	1.5	to	3	Cubic Yard Commercial Grade Bins
Provided By:	X	Hauler		Other

Materials Collected:

X	Aluminum Cans	X	Metal Coat Hangers
X	Cardboard	X	Mixed Paper
X	Catalogs	X	Newspaper
X	Computer Paper	X	Phone Books
X	Glass Containers	X	Plastics # 1 to #7
X	Junk Mail	X	Magazines
X	Tin Cans		

Green Waste Barrel

Collection:	X	Automated		Manual
Pick up Frequency:	1	Times/Week		
Containers:	1	Number		
	90	Gallon Barrel		
Provided By:	X	Hauler	X	Property Owner

Unlimited green waste—customer can rent additional containers from hauler or use their own 32-gallon barrels.

Green Waste Bins

Pick up Frequency:	1	to	2	Times/Week	
Containers:	1.5	to	3	Cubic Yard Commercial Grade Bins	
Provided By:	X	Hauler		Other	
Materials Collected:	X	Grass Clippings	X	Leaves	
	X	Tree Trimmings	X	Brush	
	X	Prunings	X	Shrub Trimmings	
	X	Weeds	X	Twigs & Small Branches	

Single Family Education Plan (provide an example of items from the previous year)

Workshops	1	Times/Year*
Public Events	As needed	Times/Year*
Press Releases	As needed	Times/Year*
Brochures	New customers/customer request	Times/Year
Newsletters	4	Times/Year

* In conjunction with SWMD

Bulky Item Collection

Collection Program

Schedule:	1	Week Before		
Collection Day:	X	Regular Scheduled Day		Other
Notification:	X	Mail		Phone Call
Maximum Collection:	5	of items		
Additional Collection:	X	Yes (with a fee)		No

CRT Collection

Frequency:	2	Times/Year		
Schedule:	1	Week Before		
Collection Day:	X	Regular Scheduled Day		Other
Notification:	X	Mail		Phone Call
Maximum Collection:	2	of items		
Additional Collection:	X	Yes (with a fee)		No

Included as part of bulky item collection program (included in number of bulky items).

MULTI-FAMILY SERVICE

Multi-Family Residential Collection

Curbside Refuse Service

Collection:	X	Automated		Manual
Pick up Frequency:	1	Times/Week		
Containers:	1	Number		
	95	Gallon Barrel		
Provided By:	X	Hauler		Property Owner

Refuse Bin Service

Pick up Frequency:	1	to	6	Times/Week
Containers:	1.5	to	3	Cubic Yard Commercial Grade Bins
Provided By:	X	Hauler		Other

Multi-Family Residential Diversion Programs

Recycling

Collection:	X	Automated		Manual
Pick up Frequency:	1	Times/Week		
Containers:	1	Number		
	32	Gallon Barrel		
Provided By:	X	Hauler		Property Owner

Recycling Bins

Pick up Frequency:	1	to	6	Times/Week
Containers:	1.5	to	3	Cubic Yard Commercial Grade Bins
Provided By:	X	Hauler		Other

Materials Collected:	X	Aluminum Cans	X	Metal Coat Hangers
	X	Cardboard	X	Mixed Paper
	X	Catalogs	X	Newspaper
	X	Computer Paper	X	Phone Books
	X	Glass Containers	X	Plastics # 1 to #7
	X	Junk Mail	X	Magazines
	X	Tin Cans		

Green Waste Barrel

Collection:	X	Automated		Manual
Pick up Frequency:	1	Times/Week		
Containers:	1	Number		
	90	Gallon Barrel		
Provided By:	X	Hauler	X	Property Owner

Unlimited green waste—customer can rent additional containers from hauler or use their own 32-gallon barrels.

Green Waste Bins

Pick up Frequency:	1	To	6	Times/Week
Containers:	1.5	To	3	Cubic yard Commercial bins
Provided By:	X	Hauler		Other
Materials Collected:	X	Grass Clippings	X	Leaves
	X	Tree Trimmings	X	Brush
	X	Prunings	X	Shrub Trimmings
	X	Weeds	X	Twigs & Small Branches

Multi-Family Residential Education Plan

Workshops	1	Times/Year*
Public Events	As needed	Times/Year*
Press Releases	As needed	Times/Year*
Brochures	New customers/customer request	Times/Year
Newsletters	4	Times/Year

* In conjunction with SWMD

Multi-Family Residential Waste Assessments

Frequency:	1	Times/Year
Sites:	20%	Each Assessment

COMMERCIAL/INDUSTRIAL SERVICE

Bin Collection

Refuse Bin Service

Pick up Frequency:	1	to	6	Times/Week
Containers:	1.5	to	3	Cubic Yard Commercial Grade Bins
Provided By:	X	Hauler		Other

Recycling Bin Service

Pick up Frequency:	1	to	6	Times/Week
Containers:	1.5	to	3	Cubic Yard Commercial Grade Bins
Provided By:	X	Hauler		Other

Materials Collected:

X	Aluminum Cans	X	Metal Coat Hangers
X	Cardboard	X	Mixed Paper
X	Catalogs	X	Newspaper
X	Computer Paper	X	Phone Books
X	Glass Containers	X	Plastics # 1 to #7
X	Junk Mail	X	Magazines
X	Tin Cans		

Green Waste Bins

Pick up Frequency:	1	to	6	Times/Week
Containers:	1.5	to	3	Cubic Yard Commercial Grade Bins
Provided By:	X	Hauler		Other

Materials Collected:

X	Grass Clippings	X	Leaves
X	Tree Trimmings	X	Brush
X	Prunings	X	Shrub Trimmings
X	Weeds	X	Twigs & Small Branches

Food Waste Bin

Pick up Frequency:	1	to	6	Times/Week
Containers:	2	to	2	Cubic Yard Commercial Grade Bins
Provided By:	X	Hauler		Other

Materials Collected:

X	Fruit Waste	X	Vegetable Waste
X	Grain Waste	X	Fish
X	Dairy Waste	X	Meat
X	Food-Soiled Paper Waste mixed in with Food Waste		

Barrel Collection

Refuse Barrel Service

Collection:	X	Automated		Manual
Pick up Frequency:	1	To		Times/Week
Containers:	1	Number		
	95	Gallon Barrel		
Provided By:	X	Hauler		Business Owner
Notes:				

Recycling Barrel Service

Pick up Frequency: 1 to ____ Times/Week
Containers: 65 Gallon Barrel
Provided By: X Hauler ____ Other
Materials Collected:

X	Aluminum Cans	X	Metal Coat Hangers
X	Cardboard	X	Mixed Paper
X	Catalogs	X	Newspaper
X	Computer Paper	X	Phone Books
X	Glass Containers	X	Plastics # 1 to #7
X	Junk Mail	X	Magazines
X	Tin Cans		

Food Waste Barrel

Pick up Frequency: 1 To 6 Times/Week
Containers: 65 Gallon Barrel
Provided By: X Hauler ____ Other
Materials Collected:

X	Fruit Waste	X	Vegetable Waste
X	Grain Waste	X	Fish
X	Dairy Waste	X	Meat
X	Food-Soiled Paper Waste mixed in with Food Waste		

Roll-Off Service

Frequency: 7 Days Usage
Container: 10 to 40 Cubic Yards
Notes: Roll-off containers not serviced a minimum of once per week subject to a rental fee.

Other Services

Temporary Bin

Container: 3 Cubic Yard Containers Available
Charges Include: Yes Delivery, Removal, Disposal
Frequency: 7 Days Usage
Prohibited Materials: X Dirt X Rock X Concrete

Locking Lids

Notes: Provided at an additional charge

Steam Cleaning

Notes: Provided at an additional charge

Pull Out Service (Bins)

Notes: Provided at an additional charge

Large Item Collection
Notes: Provided at an additional charge

Disposal Information
Solid Waste Facility: San Timoteo Landfill
Cost Per Ton Mile:

County Franchise Area: 12
Zone (if applicable): D
Effective: 7/1/20
Uniform: _____

EXHIBIT A-1 SERVICES TO BE PROVIDED
(Revised July 2020)

RESIDENTIAL SERVICE

Single Family Collection

Curbside Refuse Service

Collection:	X	Automated	_____	Manual
Pick up Frequency:	1	Times/Week		
Containers:	1	Number		
	35 or 95	Gallon Barrel		
Provided By:	X	Hauler	_____	Property Owner
Bear Resistant:	95	Gallon Barrel		

Refuse Bin Service

Pick up Frequency:	1	to	2	Times/Week
Containers:	1.5	to	3	Cubic Yard Commercial Grade Bins
Provided By:	X	Hauler	_____	Other

Single Family Diversion Programs-N/A

Recycling Barrel

Collection:	_____	Automated	_____	Manual
Pick up Frequency:	_____	Times/Week		
Containers:	_____	Number		
	_____	Gallon Barrel		
Provided By:	_____	Hauler	_____	Property Owner

Recycling Bin

Pick up Frequency:	_____	to	_____	Times/Week
Containers:	_____	to	_____	Cubic Yard Commercial Grade Bins
Provided By:	_____	Hauler	_____	Other

Materials Collected:

_____	Aluminum Cans	_____	Metal Coat Hangers
_____	Cardboard	_____	Mixed Paper
_____	Catalogs	_____	Newspaper
_____	Computer Paper	_____	Phone Books
_____	Glass Containers	_____	Plastics # 1 to #7
_____	Junk Mail	_____	Magazines
_____	Tin Cans		

Green Waste Barrel – N/A

Collection:	_____	Automated	_____	Manual
Pick up Frequency:	_____	Times/Week		
Containers:	_____	Number		
	_____	Gallon Barrel		

Provided By: _____ Hauler _____ Property Owner

Green Waste Bins

Pick up Frequency: _____ to _____ Times/Week
Containers: _____ to _____ Cubic Yard Commercial Grade Bins
Provided By: _____ Hauler _____ Other
Materials Collected: _____ Grass Clippings _____ Leaves
_____ Tree Trimmings _____ Brush
_____ Prunings _____ Shrub Trimmings
_____ Weeds _____ Twigs & Small Branches

Single Family Education Plan (provide an example of items from the previous year)

Workshops	As needed	Times/Year*
Public Events	As needed	Times/Year*
Press Releases	As needed	Times/Year*
Brochures	New customers/customer request	Times/Year
Newsletters	4	Times/Year

* In conjunction with SWMD

Bulky Item Collection

Collection Program

Frequency: 2 Times/Year
Schedule: 1 Week Before
Collection Day: X Regular Scheduled Day _____ Other
Notification: X Mail _____ Phone Call
Maximum Collection: 5 of items
Additional Collection: X Yes (with a fee) _____ No

CRT Collection

Frequency: 2 Times/Year
Schedule: 1 Week Before
Collection Day: X Regular Scheduled Day _____ Other
Notification: X Mail _____ Phone Call
Maximum Collection: * of items
Additional Collection: X Yes (with a fee) _____ No

*CRT's are collected as part of the bulky item collection program.

MULTI-FAMILY SERVICE

Multi-Family Residential Collection

Curbside Refuse Service

Collection:	X	Automated	_____	Manual
Pick up Frequency:	1	Times/Week		
Containers:	1	Number		
	95	Gallon Barrel		
Provided By:	X	Hauler	_____	Property Owner
Bear Resistant:	95	Gallon Barrel		

Refuse Bin Service- N/A

Pick up Frequency:	_____	to	_____	Times/Week
Containers:	_____	to	_____	Cubic Yard Commercial Grade Bins
Provided By:	_____	Hauler	_____	Other

Multi-Family Residential Diversion Programs-N/A

Recycling Barrel

Collection:	_____	Automated	_____	Manual
Pick up Frequency:	_____	Times/Week		
Containers:	_____	Number		
	_____	Gallon Barrel		
Provided By:	_____	Hauler	_____	Property Owner

Recycling Bin

Pick up Frequency:	_____	to	_____	Times/Week
Containers:	_____	to	_____	Cubic Yard Commercial Grade Bins
Provided By:	_____	Hauler	_____	Other
Materials Collected:	_____	Aluminum Cans	_____	Metal Coat Hangers
	_____	Cardboard	_____	Mixed Paper
	_____	Catalogs	_____	Newspaper
	_____	Computer Paper	_____	Phone Books
	_____	Glass Containers	_____	Plastics # 1 to #7
	_____	Junk Mail	_____	Magazines
	_____	Tin Cans		

Green Waste Barrel

Collection:	_____	Automated	_____	Manual
Pick up Frequency:	_____	Times/Week		
Containers:	_____	Number		
	_____	Gallon Barrel		
Provided By:	_____	Hauler	_____	Property Owner

Green Waste Bins

Pick up Frequency:	_____	to	_____	Times/Week
Containers:	_____	to	_____	Cubic yard Commercial bins
Provided By:	_____	Hauler	_____	Other
Materials Collected:	_____	Grass Clippings	_____	Leaves
	_____	Tree Trimmings	_____	Brush
	_____	Prunings	_____	Shrub Trimmings
	_____	Weeds	_____	Twigs & Small Branches

Multi-Family Residential Education Plan

Workshops	1	Times/Year*
Public Events	As needed	Times/Year*
Press Releases	As needed	Times/Year*
Brochures	New customers/customer request	Times/Year
Newsletters	Barrel – 4/Bin - 2	Times/Year

* In conjunction with SWMD

Multi-Family Residential Waste Assessments

Frequency:	1	Times/Year
Sites:	20%	Each Assessment (qualified AB341/AB1826 accounts)

COMMERCIAL/INDUSTRIAL SERVICE

Bin Collection

Refuse Bin Service

Pick up Frequency:	1	To	6	Times/Week	
Containers:	1.5	To	3	Cubic Yard Commercial Grade Bins	
Provided By:	X	Hauler		Other	

Recycling Bin Service

Pick up Frequency:	1	To	6	Times/Week	
Containers:	1.5	To	3	Cubic Yard Commercial Grade Bins	
Provided By:	X	Hauler		Other	
Materials Collected:	X	Aluminum Cans	X	Metal Coat Hangers	
	X	Cardboard	X	Mixed Paper	
	X	Catalogs	X	Newspaper	
	X	Computer Paper	X	Phone Books	
	X	Glass Containers	X	Plastics # 1 to #7	
	X	Junk Mail	X	Magazines	
	X	Tin Cans			

Green Waste Bins

Pick up Frequency:	1	to	6	Times/Week	
Containers:	1.5	to	3	Cubic Yard Commercial Grade Bins	
Provided By:	X	Hauler		Other	
Materials Collected:	X	Grass Clippings	X	Leaves	
	X	Tree Trimmings	X	Brush	
	X	Prunings	X	Shrub Trimmings	
	X	Weeds	X	Twigs & Small Branches	

Barrel Collection

Refuse Barrel Service—N/A

Collection:		Automated		Manual
Pick up Frequency:		to		Times/Week
Containers:		Number		
		Gallon Barrel		
Provided By:		Hauler		Business Owner
Notes:				

Recycling Barrel Service

Pick up Frequency:	1	to		Times/Week	
Containers:	65	Gallon Barrel			
Provided By:	X	Hauler		Other	
Materials Collected:	X	Aluminum Cans	X	Metal Coat Hangers	
	X	Cardboard	X	Mixed Paper	
	X	Catalogs	X	Newspaper	
	X	Computer Paper	X	Phone Books	
	X	Glass Containers	X	Plastics # 1 to #7	
	X	Junk Mail	X	Magazines	
	X	Tin Cans			

Roll-Off Service

Frequency: 7 Days Usage
Container: 10 to 40 Cubic Yards
Notes: Roll-off containers not serviced a minimum of once per week subject to a rental fee.

Other Services

Temporary Bin

Container: 3 Cubic Yard Containers Available
Charges Include: Yes Delivery, Removal, Disposal
Frequency: 7 Days Usage
Prohibited Materials: X Dirt X Rock X Concrete

Locking Lids

Notes: Provided at an additional charge

Steam Cleaning

Notes: Provided at an additional charge

Pull Out Service (Bins)

Notes: Provided at an additional charge

Large Item Collection

Notes: Provided at an additional charge

Disposal Information

Solid Waste Facility: San Timoteo Landfill
Cost Per Ton Mile:

2020 EXHIBIT D
DEFINITIONS

For the purposes of this Franchise Agreement, the following terms, when used with initial capitalization, shall have the meanings set forth in this Section:

(a) AB 939. "AB 939" means the California Integrated Waste Management Act of 1989, beginning at Public Resources Code Sections 40000 et seq., as it may be amended from time to time.

(b) AB 341. "AB 341" (Chapter 476, Statutes of 2011) means the Assembly Bill that set forth the initial requirements of the statewide mandatory commercial recycling program, as it may be amended from time to time.

(c) AB 1826. "AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014, modifying Division 30 of the California Public Resources Code), as it may be amended from time to time.

(d) BOARD. "Board" means the San Bernardino County Board of Supervisors.

(e) BULKY WASTE. "Bulky Waste" means discarded furniture (including but not limited to chairs, sofas, mattresses, and rugs); appliances (including but not limited to refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as "white goods") ; discarded stereos, televisions , computers, VCR's, and other similar items (commonly known as "Electronic- Waste"); wood waste , tree trunks and large branches if more than six inches in diameter or four feet in length, scrap wood, rocks, sod and earth. Bulky Waste does not include construction and demolition waste, or large items such as car bodies, Jacuzzi tubs or spas, or other items that cannot be handled by two persons. In addition, Bulky Waste does not include waste tires.

(f) CHANGE IN LAW. "Change in Law" means the imposition (or removal), after the establishment of a Total Rate relative to a Franchise Agreement , of any duty or burden imposed upon the Grantee in the performance of the Solid Waste Handling services required of it under its Franchise Agreement which is or becomes additional to (or is subtracted from) or different from those duties required or contemplated in its Franchise Agreement, or which must be performed in a different manner from that in which it is initially contemplated to be performed, and which results from any of the following:

(1) The enactment, issuance, adoption, repeal, amendment or modification of any federal, state or local law, statute, ordinance or regulation.

(2) A regulatory agency or other administrative agency interpreting a regulation, a judicial decision of a federal court interpreting federal law or statute, or a judicial decision of a court having jurisdiction within California interpreting a federal, state or local law, statute, ordinance or regulation, in a manner different from the interpretation which had previously been generally relied upon in California within the solid waste collection and hauling industry.

Change in Law does not include any of the items noted in sub-subsections (1) or (2) above, which relate to any tax, [other than a business license tax imposed by the County on a Grantee's performance of Solid Waste Handling services under its Franchise Agreement] including without limit, any tax based or measured on net or gross income, any business, payroll or franchise tax or any employment tax.

(g) CHANGE IN LAW ADJUSTMENT. "Change in Law Adjustment" means the adjustment to Total Rate as determined under the provisions of Section 13.2(g) of this Agreement.

(h) CHANGE IN OWNERSHIP. "Change in Ownership" occurs when either a single transaction or event or the cumulative effect of more than one transaction or event, results in fifty percent (50%) or more of the beneficial ownership of the Grantee being different than such ownership as of the date of the approval by the County of the Franchise Agreement or, if applicable, as of the date of the most recent consent of the County to a Change in Ownership. The owners of the beneficial ownership of Grantee on the date of the approval of the Franchise Agreement or, if applicable, on the date of the most recent consent of the County to a Change in Ownership, shall be referred to in this subsection as an "Initial Owner". A Change in Ownership will be determined by application of the following:

(1) Any beneficial interest owned by an individual related by blood or marriage to an Initial Owner shall be considered as owned by an Initial Owner in determining if a Change in Ownership has occurred.

(2) Any public offering of stock where the stock is offered for sale to the general public and does not constitute a private placement shall be disregarded in determining if a Change in Ownership has occurred.

(3) Sales, transfers, issuances or pledges of non-voting shares of stock will not be considered in determining if a Change in Ownership has occurred, until and unless and only to the extent that such stock is converted into voting shares of stock.

(4) The pledge of, or any other action taken relative to, voting shares of stock which results in any voting rights of such stock being exercised by other than an Initial Owner shall be considered to be a transfer of such stock for the purposes of determining if a Change in Ownership has occurred.

(i) CHANGE IN SERVICE LEVEL ADJUSTMENT. "Change in Service Level Adjustment" means the adjustment to Total Rate in the event of a change in service level and as described in the Franchise Agreement.

(j) COMPOSTING. "Composting" means the separation of Organic Waste from the waste stream for controlled decomposition.

(k) CONSUMER PRICE INDEX. "Consumer Price Index" or "CPI" means the Consumer Price Index – All Urban Consumers, Los Angeles-Long Beach-Anaheim, CA, all items less food and energy, CUURS49ASAOLE.

(l) COUNTY. "County" means the County of San Bernardino, State of California.

(m) COUNTY SOLID WASTE DISPOSAL SYSTEM. "County Solid Waste Disposal System" means at any particular time, the then-existing Landfill Disposal Facilities which the County owns, leases or has a contractual right to use.

(n) DEPARTMENT OF PUBLIC HEALTH, DIVISION OF ENVIRONMENTAL HEALTH SERVICES. "Department of Public Health, Division of Environmental Health Services" means the County division of that name or such County department, division or office which is the successor thereto.

(o) DIRECTOR. "Director" means the Director of the Department of Public Works or the designee of such individual.

(p) DIVISION. "Division" means the County Department of Public Works Solid Waste Management Division or such County department, division or office which is the successor thereto.

(q) EFFECTIVE DATE. "Effective Date" means July 1, 2009.

(r) ELECTRONIC WASTE. "Electronic Waste" for purposes of this Agreement means electronic waste materials generated by residential or commercial Subscribers that render the items hazardous depending upon their condition and density, such as, but not limited to, televisions, computer monitors containing Cathode Ray Tubes (CRTs), cell phones, scanners, fax machines and other items as determined by applicable laws and regulations.

(s) FOOD WASTE. "Food Waste" means all kitchen and table food scraps; animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; discarded food-soiled compostable paper waste that is mixed in with Food Waste; fruit waste, grain waste, dairy waste, meat, and fish waste which may or may not have been source separated from other Solid Waste. Food Waste is a subset of Organic Waste.

(t) FRANCHISE AGREEMENT. "Franchise Agreement" means the Agreement entered into between the County and the Grantee under the provisions of County Code section 46.0301 which authorizes/requires the Grantee to provide Solid Waste Handling services in a specified Franchise Area.

(u) FRANCHISE AREA. "Franchise Area" means the geographic territory in the Unincorporated County for which the Grantee has been granted a franchise to provide Solid Waste Handling services, as specified in each Franchise Agreement.

(v) FRANCHISE FEE. "Franchise Fee" means the fee paid to the County by the Grantee in consideration of the granting of a franchise pursuant to County Code Section 46.0101 et seq.

(w) GRANTEE. "Grantee" means a Person granted a franchise pursuant to a Franchise Agreement.

(x) GREEN WASTE. "Green Waste" means discarded Solid Waste consisting of grass clippings, leaves, branches, tree trunks and other vegetative matter not more than six (6) inches in diameter or four (4) feet in length.

(y) GROSS RECEIPTS. "Gross Receipts" means all monies received by Grantee for providing the Solid Waste Handling services specified in its Franchise Agreement.

(z) GROSS RECEIPTS LESS DISPOSAL CHARGES. "Gross Receipts Less Disposal Charges" means Gross Receipts less that part of the monies received by the Grantee that are collected from Subscribers for payment of the fee imposed for disposing of the Solid Waste at a Landfill Disposal Facility and the fee imposed for Other Operations.

(aa) GROSS RECEIPTS FOR COMMERCIAL FOOD WASTE SERVICE. "Gross Receipts for Commercial Food Waste Service" means all monies received by Grantee for providing the Food Waste handling services specified in its Franchise Agreement.

(bb) GROSS RECEIPTS FOR COMMERCIAL FOOD WASTE SERVICE LESS PROCESSING COSTS. "Gross Receipts For Commercial Food Waste Service Less Processing Costs" means Gross Receipts for Commercial Food Waste Service less that part of the monies received by the Grantee that are collected from Subscribers for payment of the fee imposed for Processing of the Food Waste at an Organic Waste Processing Facility.

(cc) HAZARDOUS WASTE. "Hazardous Waste" means any waste or mixture of waste which is toxic, corrosive, flammable, an irritant, a strong sensitizer, or which generates pressure through decomposition, heat or other means , if such waste or mixture of waste may cause substantial personal injury, serious illness or harm to humans, domestic animals or wildlife during or as a proximate result of any disposal of such waste or mixture of wastes as defined in California Health and Safety Code section 25117 and California Code of Regulations, Title 22, section 66261.3. The terms "toxic," "corrosive," "flammable," "irritant," and "strong sensitizer" shall be given the same meaning as in the California Hazardous Substances Act (Health and Safety Code Sections 108100 et seq.).

(dd) HEALTH AND SAFETY PERMIT. "Health and Safety Permit" means a current permit issued by the Department of Public Health, Division of Environmental Health Services to a refuse collection operator, garbage hauler or nondomestic waste hauler (all as defined in Section 33.0802 of the County Code), in accordance with Title 14 of the California Code of Regulations and Title 3 of the County Code. The Health and Safety Permit evidences, for a specified period of time, the health and safety inspection and the approval of vehicles, facilities and equipment utilized by a refuse collection operator, garbage hauler or nondomestic waste hauler.

(ee) LANDFILL DISPOSAL FACILITY. "Landfill Disposal Facility" means any COUNTY owned/operated facility that is designed to manage any type of Solid Waste and includes, but is not limited to, disposal, transfer, Processing, Composting and Transformation.

(ff) LANDFILL DISPOSAL FACILITY FEE. "Landfill Disposal Facility Fee" means the fee charged for use of a Landfill Disposal Facility.

(gg) MATERIALS RECOVERY FACILITY. "Materials Recovery Facility" or "MRF" means a facility designed to remove Recyclables and other valuable materials from the waste stream collected through a residential, commercial or industrial Solid Waste Handling program that is approved to operate by the appropriate state and local agencies.

(hh) MULTI-JURISDICTION LOAD REPORT. "Multi-Jurisdiction Load Report" means a report which sets out the amount, and place of collection, of Solid Waste delivered to the Landfill Disposal Facility.

(ii) ONSITE WASTE ASSESSMENT. "Onsite Waste Assessment" means an in-person visit by the Grantee to a customer to collect and evaluate information on the types and quantities of Solid Waste generated by the customer, as well as identify opportunities for additional Processing of Solid Waste. At a minimum, the Grantee will perform the tasks described in the Franchise Agreement.

(jj) ORGANIC WASTE. "Organic Waste" means Food Waste, Green Waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with Food Waste, collectively or individually.

(kk) ORGANIC WASTE HANDLING SERVICES. "Organic Waste Handling Service" means: (1) the collection of Organic Waste from a commercial, residential, construction or industrial source; and (2) the transportation of such Organic Waste to an Organic Waste Processing Facility.

(ll) ORGANIC WASTE PROCESSING FACILITY. "Organic Waste Processing Facility" means a permitted facility where Organic Waste is sorted, mulched or separated for the purposes of recycling, reuse or Composting.

(mm) ORGANIC WASTE PROCESSING FACILITY FEE. "Organic Waste Processing Facility Fee" means the fee charged for use of an Organic Waste Processing Facility.

(nn) OTHER OPERATIONS. "Other Operations" means all operational cost categories that are not included in fuel, service and landfill disposal; "Other Operations" may include, but are not limited to, non-County facilities for transfer, Processing, Composting and Transformation.

(oo) PERSON. "Person" means, without limitation, individuals, associations, clubs, societies, firms, partnerships, joint ventures, sole proprietorships, corporations, limited liability companies, schools, colleges and all governmental agencies and entities.

(pp) PROCESSING. "Processing" means the reduction, separation, recovery, conversion or recycling of Solid Waste.

(qq) RECYCLABLES. "Recyclables" for purposes of County Code Section 46.0101 et seq. only, means discarded Solid Waste which may be sorted, cleansed, treated, processed, and/or reconstituted, and which is segregated for the purpose of reuse or recycling, including, but not limited to, separated paper, glass, cardboard, plastic, ferrous materials or aluminum.

(rr) REFUSE COLLECTION AREA. "Refuse Collection Area" means that area of the Unincorporated County as provided for in Article 2.1 of Chapter 8 of Division 3 of Title 3 of the County Code.

(ss) RESIDUAL SOLID WASTE. "Residual Solid Waste" means the Solid Waste destined for disposal, Transformation, further transfer/Processing as defined in California Code of Regulations, Title 14, section 17402(a)(30) or (31), as it currently exists or may be amended, which remains after Processing has taken place.

(uu) SECURITY. "Security" means a corporate surety bond, a letter of credit or other security device acceptable to the Division, as described in the Franchise Agreement and County Code Section 46.0904.

(vv) SOLID WASTE. "Solid Waste" means, except as provided in sub-subsections (1), (2), (3) and (4), all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances (subject to salvage and other special handling requirements under applicable law and regulation), dewatered, treated, or chemically fixed sewage sludge which is not Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, including Recyclables and Organic Waste.

(1) Solid Waste does not include Hazardous Waste and does not include low-level radioactive waste regulated under Health and Safety Code Sections 114960 et seq., as it currently exists or may be amended.

(2) "Solid Waste" does not include medical waste (except treated medical waste) which is regulated pursuant to the Medical Waste Management Act under Health and Safety Code Sections 117600 et seq., as it currently exists or may be amended.

(3) Solid Waste does not include petroleum or a petroleum product or fraction thereof at reasonably detectable levels, asbestos and, with respect to a particular Landfill Disposal Facility, any waste or material which a regulatory agency, the facility's solid waste facility permit or County policy, does not allow to be accepted for transfer, Processing, Composting, Transformation or disposal at that facility.

(4) Solid Waste does not include items which would be considered Recyclables but for the fact that they are personally separated from other Solid Waste by the generator thereof and are donated or sold to third parties. For purposes of County Code Section 46.0101 et seq., no donation or sale shall be deemed to have occurred in any instance where a generator directly or indirectly pays the third party any sum regardless of form or amount (including without limit as a consulting fee, container rental or other fees or tangible consideration) either: (i) in lieu of being directly charged for collecting, transporting, Processing or recycling such item; or (ii) to offset the payment to the generator for the purported sale of such item to the third party. Nor shall the receipt of a discount of, or reduction in, the disposal service rate on un-segregated Solid Waste containing such an item which would be Recyclables, if separated, be deemed to be the donation or sale of such an item to a third party.

(ww) SOLID WASTE HANDLING. "Solid Waste Handling" means the following: (1) the collection of Solid Waste from a commercial, residential, construction or industrial source; (2) the transportation of such Solid Waste to a Solid Waste facility; and (3) the Processing, Composting, Transformation or disposal of such Solid Waste at the Solid Waste facility. The specific Solid Waste Handling required of Grantee shall be specified in its Franchise Agreement.

(xx) SUBSCRIBER. "Subscriber" means any Person receiving Solid Waste Handling services pursuant to a Franchise Agreement.

(yy) TOTAL RATE. "Total Rate" means the inclusive rate schedule attached to each Franchise Agreement which provides the rates to be paid to Grantee by Subscribers in consideration of the Solid Waste Handling services provided by Grantee under its Franchise Agreement.

(zz) TRANSFORMATION. "Transformation" shall have the same meaning as set forth in Public Resources Code Section 40201, as it may be amended from time to time.

(aaa) UNIFORM HANDLING AREAS. "Uniform Handling Areas" means a Franchise Area, or a specified portion of a Franchise Area, in which Uniform Handling Service has been imposed, as specified in a Franchise Agreement.

(bbb) UNIFORM HANDLING SERVICE. "Uniform Handling Service" means the mandatory subscription to Solid Waste Handling service required of owners of specified residential, multi-residential, and/or commercial units in a Uniform Handling Area.

(ccc) UNINCORPORATED COUNTY. "Unincorporated County" means any community or other area within the County which is outside the boundaries of all incorporated cities and towns.

(ddd) VISUAL WASTE AUDIT. "Visual Waste Audit" means an in-person visual inspection of Solid Waste containers to estimate and document the composition of Solid Waste placed in each container, and identify opportunities for Processing and contamination minimization.

2020 EXHIBIT E

Consisting of:

Exhibit E Rates

Exhibit E Attachment 1

EXHIBIT E

RATES

COMMERCIAL AND INDUSTRIAL RECYCLING RATES

Grantee is permitted to charge for commercial and industrial bin and roll-off recycling services at maximum rates not to exceed the rate established for collection of Solid Waste, as set forth in the Schedule of Approved Rates. In addition, the Division reserves the right to revise the maximum rate for commercial recycling at any level deemed reasonably appropriate by the Division for purposes of complying with AB 939 diversion goals throughout the term of this Agreement.

FOOD WASTE RATES

Commercial food waste rates have been approved for CFA 12A and CFA 12C but not for CFA 12B or CFA 12D.

PROCEDURES FOR BILLING AND COLLECTION

The procedures for billing and collection of rates for services provided under the terms of this Agreement are provided as Attachment 1 to this Exhibit.

HARD-TO-SERVICE RATES

Grantee may request the Director or designee to designate certain accounts of portions of its Franchise Area as Hard-to-Service. Upon approval of the Director or designee, whose approval shall not be unreasonably withheld, Grantee may charge the Hard-to-Service Rates in this Exhibit. Criteria to be used in designating Hard-to-Service areas shall be established by the Director or designee.

SCHEDULE OF APPROVED RATES:

1. **RESIDENTIAL COLLECTION;**
2. **COMMERCIAL COLLECTION;**
3. **BIN SERVICE;**
4. **ETC.**

SWMD Franchise Agreement Exhibit E- Rates

2020 - 2021

Franchise Area Rates

County Franchise Area/Zone	12A
Effective Date	7/1/2020
Jurisdiction	Mentone/Oak Glen
Subscription	
Uniform	Residential Only

RATE ADJUSTMENT	
Residential	2.3%
Commercial	2.3%
Roll-off Operating Component	2.9%
Roll-off Landfill Disposal	0.0%
Roll-off Landfill Disposal/ton	$59.94
Food Waste Processing	2.9%

RESIDENTIAL BARREL SERVICE (adjusted as Residential)

SERVICE CATEGORY	RATE	
Cart (95) gallons	$ 32.95	per month
Extra Cart Refuse 95 Gal	$ 8.91	per month
Extra Cart Recycling 65 Gal	$ 1.78	per month
Extra Cart Greenwaste 65 Gal	$ 2.26	per month
Extra Pick Up	$ 26.62	per occurrence
Late Pull Out	$ 10.74	per occurrence
Pull Out Service	$ 16.56	per month
Annual Waiver Fee Application	$ 28.13	per occurrence

RESIDENTIAL BIN SERVICE (adjusted as Commercial)

SERVICE CATEGORY	FREQUENCY (PER WEEK)	
	1X	2X
REFUSE		
1.5 CY	$ 95.94	$ 180.14
2 CY	$ 124.53	$ 238.97
3 CY	$ 171.67	$ 343.37
RECYCLING		
1.5 CY	$ 74.34	
2 CY	$ 95.78	
3 CY	$ 128.51	
GREENWASTE		
1.5 CY	$ 110.19	$ 220.40
2 CY	$ 143.56	$ 277.02
3 CY	$ 200.22	$ 400.42

RESIDENTIAL BIN SERVICE SPECIAL CHARGES (adjusted as Commercial)

SERVICE CATEGORY	RATE	
Extra Pick Up/ Occurrence	$ 53.21	per occurrence
Locking Bin (Month)	$ 8.90	per occurrence
Pull Out Service - up to 100'	$ 44.29	per month
Steam Clean (Occurrence)	$ 44.29	per month
Temporary 3 YD Bin	$ 116.71	per month

MULTI-FAMILY BIN SERVICE (adjusted as Commercial)

SERVICE CATEGORY	FREQUENCY (PER WEEK)					
	1X	2X	3X	4X	5X	6X
REFUSE						
1.5 CY	$ 95.94	$ 180.14	$ 267.58			
2 CY	$ 124.53	$ 238.97	$ 353.42			
3 CY	$ 171.67	$ 343.37	$ 515.02	$ 686.73	$ 858.38	$ 1,030.04
RECYCLING						
1.5 CY	$ 74.34					
2 CY	$ 95.78	$ 181.43	$ 267.12			
3 CY	$ 128.51	$ 257.07	$ 385.58	$ 514.15	$ 642.65	$ 771.15
GREENWASTE						
1.5 CY	$ 110.19					
2 CY	$ 143.56	$ 277.02	$ 410.45			
3 CY	$ 200.22	$ 400.42	$ 604.14	$ 800.85	$ 1,001.03	$ 1,201.22

MULTI-FAMILY BIN SERVICE SPECIAL CHARGES (adjusted as Commercial)

SERVICE CATEGORY	RATE	
Extra Pick Up/ Occurrence	$ 53.21	per occurrence
Locking Bin (Month)	$ 8.90	per occurrence
Pull Out Service - up to 100'	$ 44.29	per month
Steam Clean (Occurrence)	$ 44.29	per month
Temporary 3 YD Bin	$ 116.71	per dump

COMMERCIAL BARREL SERVICE (adjusted as Commercial)

SERVICE CATEGORY	RATE	
Cart (95) gallons 1x week	$ 27.16	per month
Cart (95) gallons 2x week	$ 49.72	per month
Cart (95) gallons 3x week	$ 72.36	per month
Recycling	$ 17.38	per month
Extra Pick Up	$ 26.59	per occurrence

COMMERCIAL BIN SERVICE (adjusted as Commercial)

SERVICE CATEGORY	FREQUENCY (PER WEEK)					
	1X	2X	3X	4X	5X	6X
REFUSE						
1.5 CY	$ 95.94	$ 180.14	$ 267.58			
2 CY	$ 124.53	$ 238.97	$ 353.42			
3 CY	$ 171.67	$ 343.37	$ 515.02	$ 686.73	$ 858.38	$ 1,030.04
RECYCLING						
1.5 CY	$ 74.34					
2 CY	$ 95.78	$ 181.43	$ 267.12			
3 CY	$ 128.51	$ 257.07	$ 385.58	$ 514.15	$ 642.65	$ 771.15
GREENWASTE						
1.5 CY	$ 110.19					
2 CY	$ 143.56	$ 277.02	$ 410.45			
3 CY	$ 200.22	$ 400.42	$ 600.62	$ 800.85	$ 1,001.03	$ 1,201.22

COMMERCIAL BIN SERVICE SPECIAL CHARGES (adjusted as Commercial)

SERVICE CATEGORY	RATE	
Extra Pick Up/ Occurrence	$ 53.21	per occurrence
Locking Bin (Month)	$ 8.90	per occurrence
Pull Out Service - up to 100'	$ 44.29	per month
Steam Clean (Occurrence)	$ 44.29	per month
Temporary 3 YD Bin	$ 116.71	per dump

COMMERCIAL FOOD WASTE SERVICE (adjusted as Food Waste)

SERVICE CATEGORY	FREQUENCY (PER WEEK)					
	1X	2X	3X	4X	5X	6X
FOOD WASTE BARREL SERVICE						
65-Gallon	$49.21	$88.96	$126.77	$165.46	$207.90	$242.57
FOOD WASTE BIN SERVICE						
2 CY	$217.36	$407.35	$589.98	$773.26	$970.73	$1,138.85

ROLLOFF SERVICE

SERVICE CATEGORY	MAXIMUM TONNAGE INCLUDED IN TOTAL RATE	SERVICE (1)	LANDFILL DISPOSAL FACILITY FEE (2)		OTHER DISPOSAL FEE (3)		TOTAL RATE
			PER TON	TOTAL FEE	PER TON (4)	TOTAL FEE	
REFUSE							
10 CY box (up to 8 tons)	8	$ 260.65	$ 59.94	$ 479.52			$ 740.17
20 CY box (up to 4 tons)	4	$ 260.65	$ 59.94	$ 239.76			$ 500.41
40 CY box (up to 6 tons)	6	$ 260.65	$ 59.94	$ 359.64			$ 620.29
40 CY compactor (up to 8 tons)	8	$ 260.65	$ 59.94	$ 479.52			$ 740.17
SPECIAL CHARGES							
Excess Disposal (per ton)		$ -	$ 59.94	$ 59.94			$ 59.94
Relocation/Trip Charge		$ 92.73					$ 92.73
Rental Fee		$ 30.92					$ 30.92

(1) Roll-off service is adjusted by the percentage change in the roll-off operating component.

(2) Landfill disposal facility fee is equal to the San Bernardino County Landfill gate rate multiplied by the maximum tonnage included in total rate.

(3) Other Disposal Fee is adjusted by the percentage change in the roll-off landfill disposal fee per ton.

(4) Other Disposal Fee per ton shown for information purposes; calculated by dividing total processing fee by the maximum tonnage.

2020 - 2021

Franchise Area Rates

County Franchise Area/Zone: 12B
Effective Date: 7/1/2020
Jurisdiction: Angelus Oaks
Subscription:
Uniform:

RATE ADJUSTMENT	
Residential	2.9%
Commercial	2.3%
Roll-off Operating Component	2.9%
Roll-off Landfill Disposal	0.0%
Roll-off Landfill Disposal/ton	$59.94

RESIDENTIAL BARREL SERVICE (adjusted as Residential)

SERVICE CATEGORY	RATE	
Cart - 95 gallon	$ 32.71	per month
Cart - 95 gallon (bear resistant)	$ 47.06	per month
Cart - 35 gallon (low volume)	$ 29.44	per month
Extra Cart Refuse 95 Gal	$ 9.21	per month
Extra Pick Up	$ 27.31	per occurrence
Pull Out Service	$ 17.14	per month

RESIDENTIAL BIN SERVICE (adjusted as Commercial)

SERVICE CATEGORY	FREQUENCY (PER WEEK)	
	1X	2X
REFUSE		
1.5 CY	$ 193.71	$ 372.26
2 CY	$ 253.20	$ 491.31
3 CY	$ 357.11	$ 714.26
RECYCLING		
1.5 CY	$ 172.13	
2 CY	$ 224.42	
3 CY	$ 313.96	
GREENWASTE		
1.5 CY	$ 207.96	$ 400.80
2 CY	$ 272.21	$ 529.34
3 CY	$ 385.65	$ 771.30

RESIDENTIAL BIN SERVICE SPECIAL CHARGES (adjusted as Commercial)

SERVICE CATEGORY	RATE	
Extra Pick Up/ Occurrence	$ 79.81	per occurrence
Locking Bin (Month)	$ 8.90	per occurrence
Pull Out Service - up to 100'	$ 44.29	per month
Steam Clean (Occurrence)	$ 44.29	per month
Temporary 3 YD Bin	$ 116.71	per dump

COMMERCIAL BARREL SERVICE (adjusted as Commercial)

SERVICE CATEGORY	RATE	
Recycling	$ 17.38	per month

COMMERCIAL BIN SERVICE (adjusted as Commercial)

SERVICE CATEGORY	FREQUENCY (PER WEEK)					
	1X	2X	3X	4X	5X	6X
REFUSE						
1.5 CY	$ 193.71	$ 372.26	$ 550.89			
2 CY	$ 253.20	$ 491.31	$ 729.35			
3 CY	$ 357.11	$ 714.26	$ 1,071.37	$ 1,428.51	$ 1,785.61	$ 2,142.76
RECYCLING						
1.5 CY	$ 172.13					
2 CY	$ 224.42	$ 433.75	$ 643.07			
3 CY	$ 313.96	$ 627.96	$ 941.93	$ 1,255.91	$ 1,569.88	$ 1,883.86
GREENWASTE						
1.5 CY	$ 207.96					
2 CY	$ 272.21	$ 529.34	$ 786.42			
3 CY	$ 385.65	$ 771.30	$ 1,156.96	$ 1,542.61	$ 1,928.25	$ 2,313.93

COMMERCIAL BIN SERVICE SPECIAL CHARGES (adjusted as Commercial)

SERVICE CATEGORY	RATE	
Extra Pick Up/ Occurrence	$ 79.81	per occurrence
Locking Bin (Month)	$ 8.90	per occurrence
Pull Out Service - up to 100'	$ 44.29	per month
Steam Clean (Occurrence)	$ 44.29	per month
Temporary 3 YD Bin	$ 116.71	per dump

ROLLOFF SERVICE

SERVICE CATEGORY	MAXIMUM TONNAGE INCLUDED IN TOTAL RATE	SERVICE (1)	LANDFILL DISPOSAL FACILITY FEE (2)		OTHER DISPOSAL FEE (3)		TOTAL RATE
			PER TON	TOTAL FEE	PER TON (4)	TOTAL FEE	
REFUSE							
10 CY box (up to 8 tons)	8	$ 302.40	$ 59.94	$ 479.52			$ 781.92
20 CY box (up to 4 tons)	4	$ 302.40	$ 59.94	$ 239.76			$ 542.16
40 CY box (up to 6 tons)	6	$ 302.40	$ 59.94	$ 359.64			$ 662.04
SPECIAL CHARGES							
Excess Disposal (per ton)		$ -	$ 59.94	$ 59.94			$ 59.94
Relocation/Trip Charge		$ 142.20					$ 142.20
Rental Fee		$ 30.92					$ 30.92

(1) Roll-off service is adjusted by the percentage change in the roll-off operating component.

(2) Landfill disposal facility fee is equal to the San Bernardino County Landfill gate rate multiplied by the maximum tonnage included in total rate.

(3) Other Disposal Fee is adjusted by the percentage change in the roll-off landfill disposal fee per ton.

(4) Other Disposal Fee per ton shown for information purposes; calculated by dividing total processing fee by the maximum tonnage.

2020 - 2021
Franchise Area Rates

County Franchise Area/Zone: 12C
Effective Date: 7/1/2020
Jurisdiction: Redlands
Subscription:
Uniform: Residential Only

RATE ADJUSTMENT	
Residential	2.3%
Commercial	2.3%
Roll-off Operating Component	2.9%
Roll-off Landfill Disposal	0.0%
Roll-off Landfill Disposal/ton	$59.94
Food Waste Processing	2.9%

RESIDENTIAL BARREL SERVICE (adjusted as Residential)

SERVICE CATEGORY	RATE	
Cart (95) gallons	$ 32.95	per month
Extra Cart Refuse 95 Gal	$ 8.91	per month
Extra Cart Recycling 65 Gal	$ 1.77	per month
Extra Cart Greenwaste 65 Gal	$ 2.27	per month
Extra Pick Up	$ 26.62	per occurrence
Pull Out Service	$ 16.56	per month
Annual Fee Waiver Application	$ 28.13	per occurrence

RESIDENTIAL BIN SERVICE (adjusted as Commercial)

SERVICE CATEGORY	FREQUENCY (PER WEEK)	
	1X	2X
REFUSE		
1.5 CY	$ 95.94	$ 180.14
2 CY	$ 124.53	$ 238.96
3 CY	$ 171.67	$ 343.37
RECYCLING		
1.5 CY	$ 74.34	
2 CY	$ 95.78	
3 CY	$ 128.51	
GREENWASTE		
1.5 CY	$ 110.19	$ 210.89
2 CY	$ 143.56	$ 277.01
3 CY	$ 200.22	$ 400.42

RESIDENTIAL BIN SERVICE SPECIAL CHARGES (adjusted as Commercial)

SERVICE CATEGORY	RATE	
Extra Pick Up/ Occurrence	$ 53.22	per occurrence
Locking Bin (Month)	$ 8.90	per occurrence
Pull Out Service - up to 100'	$ 44.28	per month
Steam Clean (Occurrence)	$ 44.28	per occurrence
Temporary 3 YD Bin	$ 116.72	per dump

MULTI-FAMILY BIN SERVICE (adjusted as Commercial)

SERVICE CATEGORY	FREQUENCY (PER WEEK)					
	1X	2X	3X	4X	5X	6X
REFUSE						
1.5 CY	$ 95.94	$ 180.14	$ 267.58			
2 CY	$ 124.53	$ 238.96	$ 353.41			
3 CY	$ 171.67	$ 343.37	$ 515.02	$ 686.75	$ 858.36	$ 1,030.04
RECYCLING						
1.5 CY	$ 74.34					
2 CY	$ 95.78	$ 181.42	$ 267.11			
3 CY	$ 128.51	$ 257.07	$ 385.58	$ 514.16	$ 642.63	$ 771.15
GREENWASTE						
1.5 CY	$ 110.19					
2 CY	$ 143.56	$ 277.01	$ 410.44			
3 CY	$ 200.22	$ 400.42	$ 600.62	$ 800.86	$ 1,001.00	$ 1,201.22

MULTI-FAMILY BIN SERVICE SPECIAL CHARGES (adjusted as Commercial)

SERVICE CATEGORY	RATE	
Extra Pick Up/ Occurrence	$ 53.22	per occurrence
Locking Bin (Month)	$ 8.90	per month
Pull Out Service - up to 100'	$ 44.28	per month
Steam Clean (Occurrence)	$ 44.28	per occurrence
Temporary 3 YD Bin	$ 116.72	per dump

COMMERCIAL BARREL SERVICE (adjusted as Commercial)

SERVICE CATEGORY	RATE	
Cart (95) gallons 1x week	$ 27.16	per month
Recycling	$ 17.38	per month
Extra Pick Up	$ 27.15	per occurrence

COMMERCIAL BIN SERVICE (adjusted as Commercial)

SERVICE CATEGORY	FREQUENCY (PER WEEK)					
	1X	2X	3X	4X	5X	6X
REFUSE						
1.5 CY	$ 95.94	$ 180.14	$ 267.58			
2 CY	$ 124.53	$ 238.96	$ 353.41			
3 CY	$ 171.67	$ 343.37	$ 515.02	$ 686.75	$ 858.36	$ 1,030.04
RECYCLING						
1.5 CY	$ 74.34					
2 CY	$ 95.78	$ 181.42	$ 267.11			
3 CY	$ 128.51	$ 257.07	$ 385.58	$ 514.16	$ 642.63	$ 771.15
GREENWASTE						
1.5 CY	$ 110.19					
2 CY	$ 143.56	$ 277.01	$ 410.44			
3 CY	$ 200.22	$ 400.42	$ 600.62	$ 800.86	$ 1,001.00	$ 1,201.22

COMMERCIAL BIN SERVICE SPECIAL CHARGES (adjusted as Commercial)

SERVICE CATEGORY	RATE	
Extra Pick Up/ Occurrence	$ 53.21	per occurrence
Locking Bin (Month)	$ 8.90	per month
Pull Out Service - up to 100'	$ 44.28	per month
Steam Clean (Occurrence)	$ 44.28	per occurrence
Temporary 3 YD Bin	$ 116.71	per dump

COMMERCIAL FOOD WASTE SERVICE (adjusted as Food Waste)

SERVICE CATEGORY	FREQUENCY (PER WEEK)					
	1X	2X	3X	4X	5X	6X
FOOD WASTE BARREL SERVICE						
65-Gallon	$49.21	$88.96	$126.77	$165.46	$207.90	$242.57
FOOD WASTE BIN SERVICE						
2 CY	$217.36	$407.35	$589.98	$773.26	$970.73	$1,138.85

ROLLOFF SERVICE

SERVICE CATEGORY	MAXIMUM TONNAGE INCLUDED IN TOTAL RATE	SERVICE (1)	LANDFILL DISPOSAL FACILITY FEE (2)		OTHER DISPOSAL FEE (3)		TOTAL RATE
			PER TON	TOTAL FEE	PER TON (4)	TOTAL FEE	
REFUSE							
10 CY box (up to 8 tons)	8	$ 260.66	$ 59.94	$ 479.52			$ 740.18
20 CY box (up to 6 tons)	6	$ 260.66	$ 59.94	$ 359.64			$ 620.30
40 CY box (up to 6 tons)	6	$ 260.66	$ 59.94	$ 359.64			$ 620.30
40 CY compactor (up to 8 tons)	8	$ 260.66	$ 59.94	$ 479.52			$ 740.18
SPECIAL CHARGES							
Excess Disposal (per ton)		$ -	$ 59.94	$ 59.94			$ 59.94
Relocation/Trip Charge		$ 92.72					$ 92.72
Rental Fee		$ 30.91					$ 30.91

(1) Roll-off service is adjusted by the percentage change in the roll-off operating component.

(2) Landfill disposal facility fee is equal to the San Bernardino County Landfill gate rate multiplied by the maximum tonnage included in total rate.

(3) Other Disposal Fee is adjusted by the percentage change in the roll-off landfill disposal fee per ton.

(4) Other Disposal Fee per ton shown for information purposes; calculated by dividing total processing fee by the maximum tonnage.

2020 - 2021

Franchise Area Rates

County Franchise Area/Zone: 12D

Effective Date: 7/1/2020

Jurisdiction: Forest Falls/Mountain Home

Subscription:

Uniform:

RATE ADJUSTMENT	
Residential	2.3%
Commercial	2.3%
Roll-off Operating Component	2.9%
Roll-off Landfill Disposal	0.0%
Roll-off Landfill Disposal/ton	$59.94
Food Waste Processing	2.9%

RESIDENTIAL BARREL SERVICE (adjusted as Residential)

SERVICE CATEGORY	RATE	
Cart - 95 gallon	$ 41.38	per month
Cart - 95 gallon (bear resistant)	$ 55.37	per month
Cart - 35 gallon	$ 37.26	per month
Extra Cart Refuse - 95 gallon	$ 8.91	per month
Pull Out Service	$ 16.56	per month
Extra Pick Up	$ 26.62	per occurrence
Temporary 3 YD Bin Forest Falls	$ 137.07	per month

RESIDENTIAL BIN SERVICE (adjusted as Commercial)

SERVICE CATEGORY	FREQUENCY (PER WEEK)	
	1X	2X
REFUSE		
1.5 CY	$ 193.71	$ 372.26
2 CY	$ 253.20	$ 491.31
3 CY	$ 357.11	$ 714.26
RECYCLING		
1.5 CY	$ 172.13	
2 CY	$ 224.42	
3 CY	$ 433.75	
GREENWASTE		
1.5 CY	$ 207.96	$ 415.94
2 CY	$ 272.21	$ 529.34
3 CY	$ 385.65	$ 771.30

RESIDENTIAL BIN SERVICE SPECIAL CHARGES (adjusted as Commercial)

SERVICE CATEGORY	RATE	
Extra Pick Up/ Occurrence	$ 79.81	per occurrence
Locking Bin (Month)	$ 8.90	per month
Pull Out Service - up to 100'	$ 44.29	per month
Steam Clean (Occurrence)	$ 44.29	per month
Temporary 3 YD Bin	$ 116.71	per dump

COMMERCIAL BARREL SERVICE (adjusted as Commercial)

SERVICE CATEGORY	RATE	
Recycling	$ 17.38	per month

COMMERCIAL BIN SERVICE (adjusted as Commercial)

SERVICE CATEGORY	FREQUENCY (PER WEEK)					
	1X	2X	3X	4X	5X	6X
REFUSE						
1.5 CY	$ 193.71	$ 372.26	$ 550.89			
2 CY	$ 253.20	$ 491.31	$ 729.35			
3 CY	$ 357.11	$ 714.26	$ 1,071.37	$ 1,428.51	$ 1,785.61	$ 2,142.76
RECYCLING						
1.5 CY	$ 172.13					
2 CY	$ 224.42	$ 433.75	$ 643.07			
3 CY	$ 313.96	$ 627.96	$ 941.93	$ 1,255.91	$ 1,569.88	$ 1,883.86
GREENWASTE						
1.5 CY	$ 207.96					
2 CY	$ 272.21	$ 529.34	$ 786.42			
3 CY	$ 385.65	$ 771.30	$ 1,156.96	$ 1,542.61	$ 1,928.25	$ 2,313.93

COMMERCIAL BIN SERVICE SPECIAL CHARGES (adjusted as Commercial)

SERVICE CATEGORY	RATE	
Extra Pick Up/ Occurrence	$ 79.81	per occurrence
Locking Bin (Month)	$ 8.90	per month
Pull Out Service - up to 100'	$ 44.29	per month
Steam Clean (Occurrence)	$ 44.29	per month
Temporary 3 YD Bin	$ 116.71	per dump

ROLLOFF SERVICE

SERVICE CATEGORY	MAXIMUM TONNAGE INCLUDED IN TOTAL RATE	SERVICE (1)	LANDFILL DISPOSAL FACILITY FEE (2)		OTHER DISPOSAL FEE (3)		TOTAL RATE
			PER TON	TOTAL FEE	PER TON (4)	TOTAL FEE	
REFUSE							
10 CY box (up to 8 tons)	8	$ 302.40	$ 59.94	$ 479.52			$ 781.92
20 CY box (up to 6 tons)	6	$ 302.40	$ 59.94	$ 359.64			$ 662.04
40 CY box (up to 6 tons)	6	$ 302.40	$ 59.94	$ 359.64			$ 662.04
SPECIAL CHARGES							
Excess Disposal (per ton)		$ -	$ 59.94	$ 59.94			$ 59.94
Relocation/Trip Charge		$ 142.20					$ 142.20
Rental Fee		$ 30.92					$ 30.92

(1) Roll-off service is adjusted by the percentage change in the roll-off operating component.

(2) Landfill disposal facility fee is equal to the San Bernardino County Landfill gate rate multiplied by the maximum tonnage included in total rate.

(3) Other Disposal Fee is adjusted by the percentage change in the roll-off landfill disposal fee per ton.

(4) Other Disposal Fee per ton shown for information purposes; calculated by dividing total processing fee by the maximum tonnage.

EXHIBIT E
ATTACHMENT 1

Residential and Commercial Billings

Grantee shall bill Single-Family Residential accounts on a quarterly basis in advance for regularly-scheduled collection services provided under this Agreement. Commercial accounts shall be billed on a monthly basis in advance for regularly-scheduled collection services provided under this Agreement. Grantee will bill for non-routine special services and charges upon the completion of the service. Payments will be due within thirty (30) days from the date of billing.

Industrial Billings

Grantee shall bill Industrial accounts on a monthly basis in arrears for regularly-scheduled collection services provided under this Agreement. Grantee will bill for non-routine special services or charges upon the completion of service. Payment will be due within thirty (30) days from the date of billing.

Delinquency and Suspension of Service

The following procedures apply in franchise area subject to Uniform Handling Service.

Grantee will provide an account with a notice of delinquency in the event of non-payment after forty-five (45) days from the date of a billing for single family residential accounts, and after thirty (30) days from the date billing for all other accounts. Grantee may charge interest on any delinquent account at the maximum rate allowed by law for such time as the bill remains unpaid after the due date, and a late fee of $50.00, which may be increased annually by the CPI, per delinquent billing per account. Grantee's billings shall contain statements advising accounts of Grantee's right to charge interest on delinquent bills. Grantee will provide the Director or designee a list of delinquent accounts upon request.

The following procedures apply in franchise areas that are not subject to Uniform Handling Service.

Grantee will provide an account with a notice of delinquency in the event of non-payment after forty-five (45) days from the date of a billing for single family residential accounts, and after thirty (30) days from the date billing for all other accounts. If payment is not received within thirty (30) days from the date of the notice of delinquency, Grantee may suspend collection service at the delinquent account until payment in full has been received, including any accrued interest, payment of a reactivation fee in the amount set forth in Exhibit E, and reimbursement of any NSF bank charges or other costs of collection. Grantee may charge interest on any delinquent account at the maximum rate allowed by law for such time as the bill remains unpaid after the due date, and a late fee of $50.00, which may be increased annually by the CPI, per delinquent billing per account. Grantee's billings shall contain statements advising accounts of Grantee's right to charge interest on delinquent bills. Grantee will provide the Director or designee a list of delinquent accounts upon request.

Residential Uniform Handling was approved by the Board for CFA 12A and CFA 12C, on June 16, 2009 (Item No. 92). Uniform Handling has not been approved in CFA 12B or CFA 12D.

2020 EXHIBIT G-5 - EXAMPLE RATE ADJUSTMENT FORMULA

CALCULATION FOR AVERAGE ANNUAL CHANGE IN PUBLISHED PRICE INDICES

Rate adjustment indices for fuel, service and other operations are calculated using the "average annual change" as demonstrated in the example below, measured for the twelve months ended the December before each rate adjustment, as compared to the twelve months ended the prior December.

The following example is for the Consumer Price Index for All Urban Consumers, Los Angeles-Long Beach-Anaheim, all items less energy index average that is used to adjust the service and/or other operations cost components. If a rate adjustment based on this CPI index were to be implemented as of July 1, 2020, the twelve-month average annual index for the 12 months ended December 2019 of 275.384 would have been the "New Index Value" to be used in Column B of the example rate adjustment formulas in Exhibits G-1 through G-4 and G-6, and the twelve-month average annual index for the 12 months ended December 2018 of 267.261 would have been the "Old Index Value" in Column A. This would have resulted in a 3.0% increase to the service and/or other operations cost components in Column C.

Consumer Price Index – All Urban Consumers, Los Angeles-Long Beach-Anaheim, CA
All items less energy, CUURS49ASA0LE

Year	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Average
2018	263.457	264.83	265.909	266.6	266.971	266.441	266.950	267.425	269.273	270.021	269.851	269.401	267.261
2019	271.869	271.996	273.189	274.505	274.798	275.518	275.897	276.331	277.256	278.028	278.051	277.171	275.384

Average Annual Change: **3.0%**

The diesel fuel index would be calculated in the same manner, using the monthly indices. The natural gas index would average the reports published in January, April, July and October of each year to determine the annual average. See examples below:

California No. 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon), U.S. Energy Information Administration

Year	Jan	Feb	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Average
2018	3.639	3.68	3.654	3.773	3.941	3.982	3.957	3.94	3.973	4.086	4.018	3.858	3.875
2019	3.753	3.734	3.789	3.953	4.128	4.035	3.949	3.906	3.923	3.985	4.003	3.902	3.922

Average Annual Change: **1.2%**

Natural Gas (CNG) Information Reported by Clean Cities, West Coast (Table 5 of Quarterly Report)

Year	January Report	April Report	July Report	October Report	Average
2018	$2.45	$2.48	$2.47	$2.52	$2.48
2019	$2.47	$2.53	$2.53	$2.49	$2.51

Average Annual Change: **1.2%**

EXHIBIT G-6 EXAMPLE RATE ADJUSTMENT FORMULA

APPLICABLE TO COMMERCIAL FOOD WASTE BARREL AND COMMERCIAL FOOD WASTE BIN RATES

Step One: Calculate percentage change in indices

			A	B	C
Row	Adjustment Factor	Index	Old Index Value	New Index Value	Percent Change In Index ((Column B/ Column A) -1)
1	Food Waste / Organics Processing Facility Fee	(1)	$ 84.24	$ 86.79	3.0%
2	Fuel - Diesel	(2)	3.875	3.922	1.2%
3	Service	(3)	267.261	275.384	3.0%

Step Two: Determine components

			D	E	F
Row	Adjustment Factor	Index	Cost Component Weightings as a % of Component Total (Index 4)	Percent Change In Index (from Column C)	Total Weighted Change (Columns D x E)
4	Food Waste / Organics Processing	(1)	54.2%	3.0%	1.6%
5	Fuel	(2)	5.0%	1.2%	0.1%
6	Service	(3)	40.8%	3.0%	1.2%
7	Total		100.0%		2.9%

Step Three: Apply percentage change to rates

		G	H	I	J
Row	Rate Category (Examples)	Current Customer Rate	Total Weighted Percentage Change (from Column F)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
8	Com. 65-gallon Food Waste Cart, 1x/wk	$ 47.82	2.9%	$ 1.39	49.21
9	Com. 65-gallon Food Waste Cart, 2x/wk	$ 86.45	2.9%	$ 2.51	88.96
10	Com. 65-gallon Food Waste Cart, 3x/wk	$ 123.20	2.9%	$ 3.57	126.77
11	Com. Food Waste 2-yd bin 1x/wk	$ 211.23	2.9%	$ 6.13	217.36
12	Com. Food Waste 2-yd bin 2x/wk	$ 395.87	2.9%	$ 11.48	407.35
13	Com. Food Waste 2-yd bin 3x/wk	$ 573.35	2.9%	$ 16.63	589.98
14	Com. Food Waste 2-yd bin 4x/wk	$ 751.47	2.9%	$ 21.79	773.26

Step Four: Re-weight cost components

			K	L	M	N	O
Row	Adjustment Factor	Index	Cost Component (Column D)	Percent Change in Index (Column E)	Change in Cost Component Weightings (Column K x Column L)	Adjusted Cost Component Weightings (Column K + Column M)	Cost Components Reweighted to Equal 100% (Column N Row divided by Column N Total)
15	Food Waste / Organics Processing	(1)	54.2%	3.0%	1.6%	55.8%	54.2%
16	Fuel	(2)	5.0%	1.2%	0.1%	5.1%	5.0%
17	Service	(3)	40.8%	3.0%	1.2%	42.0%	40.8%
18	Total		100.0%			102.9%	100.0%

Index

(1) Per ton food waste processing rate at the Organic Waste Processing Facility- actual change July 1 to July 1.

(2) This example used the diesel index. California No. 2 Diesel Ultra Low-Sulfer (0-15 ppm) Retail Prices (Dollars Per Gallon), U.S. Energy Information Administration - average annual change. For natural gas fleets, use Natural Gas (CNG) Information Reported by Clean Cities, West Coast (Table 5 of quarterly report) - average annual change. See Exhibit G-5 for example calculation.

(3) CPI for All Urban Consumers, Los Angeles-Long Beach-Anaheim, CA, All items less energy, not seasonally adjusted - average annual change. See Exhibit G-5 for example calculation.

(4) First year based on Exhibit H-3. After the first adjustment, this column comes from Column O of the previous year's rate adjustment worksheet.

2020 EXHIBIT H-1 – Rate Adjustment Indices and Initial Cost Component Weightings

Residential and Commercial Rate Adjustment Indices and Initial Cost Component Weightings

Cost Category	Initial Weightings for 7/1/20 Rate Adjustment (2)			Rate Adjustment Factor for CFA 12A and 12C (1)
	Residential (2)	Residential Landuse Fee Area (3)	Commercial (4)	
Landfill Disposal	21.7%		22.0%	Non-WDA per ton disposal rate at the San Bernardino County Disposal System
Fuel	5.3%		5.3%	Based on the fuel type used by the majority of the fleet that the Company operates in the franchise area, either: California No. 2 Diesel Ultra Low-Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon), U.S. Energy Information Administration **or** Natural Gas (CNG) Information Reported by Clean Cities, West Coast (Table 5 of quarterly report). The average index for the calendar year shall be for the data printed in the reports dated in January, April, July, and October of each calendar year.
Service	66.3%		69.9%	Consumer Price Index for All Urban Consumers (CUURS49ASA0LE), Los Angeles-Long Beach-Anaheim, CA, All items less energy index
Other Operations	6.7%		2.8%	Consumer Price Index for All Urban Consumers (CUURS49ASA0LE), Los Angeles-Long Beach-Anaheim, CA, All items less energy index
Total	100.0%		100.0%	

(1) If an index is discontinued, see Section 13.2(a)5.

(2) "Residential" weightings will be applied to the following rate categories:
- CFAs 1-12: Residential Cart Rates (including extra carts and special charges)

(3) "Residential Landuse Fee Area" weightings will be applied to the following rate categories:
- CFAs 15-25: Residential Barrel Rates (including extra carts and special charges)
- CFAs 15-25: Residential Bin Rates* (including refuse, recycling, green waste and special charges)
- CFAs 15, 17, 18, 20, 21: Multi-family Bin Rates* (including refuse, recycling, green waste and special charges)

(4) "Commercial" weightings will be applied to the following rate categories:
- Commercial Barrel Rates (including recycling and special charges)
- Commercial Bin Rates (including refuse, recycling, green waste and special charges)
- CFAs 1-12: Residential Bin Rates* (including refuse, recycling, green waste and special charges)
- All CFAs except 15, 17, 18, 20, 21: Multi-family Bin Rates* (including refuse, recycling, green waste and special charges)

* Intent is that residential and multi-family bin rate categories in which refuse bins have a Landfill Disposal cost component are adjusted by the "commercial" rate adjustment weightings, and residential and multi-family bin rate categories in which refuse bins do not include a Landfill Disposal cost component are adjusted by the "residential landuse fee area" weightings.

Residential and Commercial Rate Adjustment Indices and Initial Cost Component Weightings

Cost Category	Initial Weightings for 7/1/20 Rate Adjustment (2)			Rate Adjustment Factor for CFA 12B (1)
	Residential (2)	Residential Landuse Fee Area (3)	Commercial (4)	
Landfill Disposal	0.0%		22.0%	Non-WDA per ton disposal rate at the San Bernardino County Disposal System
Fuel	5.3%		5.3%	Based on the fuel type used by the majority of the fleet that the Company operates in the franchise area, either: California No. 2 Diesel Ultra Low-Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon), U.S. Energy Information Administration **or** Natural Gas (CNG) Information Reported by Clean Cities, West Coast (Table 5 of quarterly report). The average index for the calendar year shall be for the data printed in the reports dated in January, April, July, and October of each calendar year.
Service	94.7%		69.9%	Consumer Price Index for All Urban Consumers (CUURS49ASA0LE), Los Angeles-Long Beach-Anaheim, CA, All items less energy index
Other Operations	0.0%		2.8%	Consumer Price Index for All Urban Consumers (CUURS49ASA0LE), Los Angeles-Long Beach-Anaheim, CA, All items less energy index
Total	100.0%		100.0%	

(1) If an index is discontinued, see Section 13.2(a)5.

(2) "Residential" weightings will be applied to the following rate categories:
- CFAs 1-12: Residential Cart Rates (including extra carts and special charges)

(3) "Residential Landuse Fee Area" weightings will be applied to the following rate categories:
- CFAs 15-25: Residential Barrel Rates (including extra carts and special charges)
- CFAs 15-25: Residential Bin Rates* (including refuse, recycling, green waste and special charges)
- CFAs 15, 17, 18, 20, 21: Multi-family Bin Rates* (including refuse, recycling, green waste and special charges)

(4) "Commercial" weightings will be applied to the following rate categories:
- Commercial Barrel Rates (including recycling and special charges)
- Commercial Bin Rates (including refuse, recycling, green waste and special charges)
- CFAs 1-12: Residential Bin Rates* (including refuse, recycling, green waste and special charges)
- All CFAs except 15, 17, 18, 20, 21: Multi-family Bin Rates* (including refuse, recycling, green waste and special charges)

* Intent is that residential and multi-family bin rate categories in which refuse bins have a Landfill Disposal cost component are adjusted by the "commercial" rate adjustment weightings, and residential and multi-family bin rate categories in which refuse bins do not include a Landfill Disposal cost component are adjusted by the "residential landuse fee area" weightings.

Residential and Commercial Rate Adjustment Indices and Initial Cost Component Weightings

Cost Category	Initial Weightings for 7/1/20 Rate Adjustment (2)			Rate Adjustment Factor for CFA 12D (1)
	Residential (2)	Residential Landuse Fee Area (3)	Commercial (4)	
Landfill Disposal	21.7%		22.0%	Non-WDA per ton disposal rate at the San Bernardino County Disposal System
Fuel	5.3%		5.3%	Based on the fuel type used by the majority of the fleet that the Company operates in the franchise area, either: California No. 2 Diesel Ultra Low-Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon), U.S. Energy Information Administration **or** Natural Gas (CNG) Information Reported by Clean Cities, West Coast (Table 5 of quarterly report). The average index for the calendar year shall be for the data printed in the reports dated in January, April, July, and October of each calendar year.
Service	66.3%		69.9%	Consumer Price Index for All Urban Consumers (CUURS49ASA0LE), Los Angeles-Long Beach-Anaheim, CA, All items less energy index
Other Operations	6.7%		2.8%	Consumer Price Index for All Urban Consumers (CUURS49ASA0LE), Los Angeles-Long Beach-Anaheim, CA, All items less energy index
Total	100.0%		100.0%	

(1) If an index is discontinued, see Section 13.2(a)5.

(2) "Residential" weightings will be applied to the following rate categories:
- CFAs 1-12: Residential Cart Rates (including extra carts and special charges)

(3) "Residential Landuse Fee Area" weightings will be applied to the following rate categories:
- CFAs 15-25: Residential Barrel Rates (including extra carts and special charges)
- CFAs 15-25: Residential Bin Rates* (including refuse, recycling, green waste and special charges)
- CFAs 15, 17, 18, 20, 21: Multi-family Bin Rates* (including refuse, recycling, green waste and special charges)

(4) "Commercial" weightings will be applied to the following rate categories:
- Commercial Barrel Rates (including recycling and special charges)
- Commercial Bin Rates (including refuse, recycling, green waste and special charges)
- CFAs 1-12: Residential Bin Rates* (including refuse, recycling, green waste and special charges)
- All CFAs except 15, 17, 18, 20, 21: Multi-family Bin Rates* (including refuse, recycling, green waste and special charges)

* Intent is that residential and multi-family bin rate categories in which refuse bins have a Landfill Disposal cost component are adjusted by the "commercial" rate adjustment weightings, and residential and multi-family bin rate categories in which refuse bins do not include a Landfill Disposal cost component are adjusted by the "residential landuse fee area" weightings.

2020 EXHIBIT H-2 – Rate Adjustment Indices and Initial Cost Component Weightings

Roll-off Box Service Rate Adjustment Indices and Initial Cost Component Weightings

Cost Category	Initial Weightings for 7/1/20 Rate Adjustment	Rate Adjustment Factor for CFA 12A, and 12C (1)
Solid Waste Facility Fee Component		
Landfill Disposal	100%	Per ton disposal rate at the San Bernardino County Disposal System for Roll-Off Loads
Operating Component		
Fuel	7.4%	Based on the fuel type used by the majority of the fleet that the Company operates in the franchise area, either: California No. 2 Diesel Ultra Low-Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon), U.S. Energy Information Administration **or** Natural Gas (CNG) Information Reported by Clean Cities, West Coast (Table 5 of quarterly report). The average index for the calendar year shall be for the data printed in the reports dated in January, April, July, and October of each calendar year.
Service	92.6%	Consumer Price Index for All Urban Consumers (CUURS49ASA0LE), Los Angeles-Long Beach-Anaheim, CA, All items less energy index
Total	100.0%	Total Operating Component

(1) If an index is discontinued, see Section 13.2(a)5.

Roll-off Box Service Rate Adjustment Indices and Initial Cost Component Weightings

Cost Category	Initial Weightings for 7/1/20 Rate Adjustment	Rate Adjustment Factor for CFA 12D (1)
Solid Waste Facility Fee Component		
Landfill Disposal	100%	Per ton disposal rate at the San Bernardino County Disposal System for Roll-Off Loads
Operating Component		
Fuel	7.4%	Based on the fuel type used by the majority of the fleet that the Company operates in the franchise area, either: California No. 2 Diesel Ultra Low-Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon), U.S. Energy Information Administration **or** Natural Gas (CNG) Information Reported by Clean Cities, West Coast (Table 5 of quarterly report). The average index for the calendar year shall be for the data printed in the reports dated in January, April, July, and October of each calendar year.
Service	92.6%	Consumer Price Index for All Urban Consumers (CUURS49ASA0LE), Los Angeles-Long Beach-Anaheim, CA, All items less energy index
Total	100.0%	Total Operating Component

(1) If an index is discontinued, see Section 13.2(a)5.

EXHIBIT H-3 – Rate Adjustment Indices and Initial Cost Component Weightings

Commercial Food Waste Rate Adjustment Indices and Initial Cost Component Weightings

Cost Category	Initial Weightings for 7/1/2020 Rate Adjustment[2]	Rate Adjustment Factor for CFA 12A and 12C[1]
Food Waste/ Organic Waste Processing	54.2%	Per ton food waste processing rate at the Organic Waste Processing Facility – actual change July 1 to July 1
Fuel	5.0%	Based on the fuel type used by the majority of the fleet that Company operates in the franchise area, either: California No. 2 Diesel Ultra Low-Sulfur (0-15 ppm) Retail Prices (Dollars per Gallon), U.S. Energy Information Administration or Natural Gas (CNG) Information Reported by Clean Cities, West Coast (Table 5 of quarterly report). The average index for the calendar year shall be for the data printed in the reports dated in January, April, July and October of each calendar year.
Service	40.8%	Consumer Price Index for All Urban Consumers (CUURS49ASA0LE), Los Angeles-Long Beach-Anaheim, CA, All items less energy index
Total	100.0%	

[1]If an index is discontinued, see Section 13.2(a)5.

[2]Weightings will be applied to the following rate categories:

- Commercial Food Waste Barrel Rates (Excludes refuse, recycling, green waste and special charges)
- Commercial Food Waste Bin Rates (Excludes refuse, recycling, green waste and special charges)

2020 EXHIBIT I
EXAMPLE FRANCHISE FEE CALCULATION

The following is an example of how to calculate franchise fees due.

Customer Rate Categories[1]	Gross Receipts		Fuel % + Service %[6]		Receipts Subject to Franchise Fee		Franchise Fee	Franchise Fees Due
Residential – CFAs 1-12 (non-Landuse Fee areas)[2]	$100,000	x	5.7% + 59.9% = 65.6%	=	$65,600	x	10%	$6,560
Residential – CFAs 16-25 (Landuse Fee areas)[3]	$100,000	x	5.8% + 94.2% = 100%	=	$100,000	x	10%	$10,000
Commercial (Excluding Food Waste)[4]	$100,000	x	5.7% + 64.7% = 70.4%	=	$70,400	x	10%	$7,040
Commercial Food Waste[5]	$100,000	x	5.0% + 40.8% = 45.8%	=	$45,800	x	10%	$4,580
Roll-Off Box Service – Gross Receipts net of Landfill Disposal Costs					$20,000	x	10%	$2,000
Total Franchise Fees Due								$30,180

[1]Not all haulers will have gross receipts in all categories.

[2]Includes gross receipts from CFAs 1-12 residential cart rates.

[3]Includes gross receipts from:
- CFAs 16-25: Residential Cart Rates
- CFAs 16-25: Residential Bin Rates
- CFAs 17, 18, 20, 21: Multi-family Bin Rates

[4]Includes gross receipts from:
- Commercial Barrel Rates (Excluding Food Waste)
- Commercial Bin (Excluding Food Waste)
- CFAs 1-12: Residential Bin Rates
- All CFAs except 17, 18, 20, 21: Multi-family Bin Rates

[5]Includes gross receipts from:
- Commercial Food Waste Barrel Rates
- Commercial Food Waste Bin Rates

[6]Use percentages from "Column O – Cost Components Reweighted to Equal 100%" of the "Exhibits G- 1, G-2, G-3 and G-6 – Example Rate Adjustment Formula." The Fuel and Service weighting percentages represent the portion of Gross Receipts upon which Franchise Fees are assessed for residential and commercial gross receipts.