

**AMENDMENT NO. 2 TO AMENDED AND SUCCESSOR EXCLUSIVE SERVICE AREA  
PROGRAM AGREEMENT NO. 17-566 FOR SOLID WASTE, RECYCLABLE MATERIALS,  
GREEN WASTE AND ORGANIC MATERIALS SERVICES**

THIS AMENDMENT NO. 2 (hereinafter "Amendment No. 2") TO AMENDED AND  
SUCCESSOR EXCLUSIVE SERVICE AREA AGREEMENT NO. 17-566 is made and entered  
into in Fresno, California, on this 22nd day of October, 2019, between the County  
of Fresno, a political subdivision of the State of California (hereinafter called "COUNTY"), and  
Mid Valley Disposal, LLC, a California limited liability company (hereinafter called  
"CONTRACTOR"), to become effective as of January 1, 2020 (hereinafter the "Effective  
Date"), with reference to the following facts.

**WITNESSETH:**

WHEREAS, the COUNTY and CONTRACTOR entered into an Exclusive Service Area  
Program Agreement No. 17-566 dated October 31, 2017; and

WHEREAS, since shortly after the date of execution of Agreement No. 17-566,  
CONTRACTOR has incurred significant increases in costs as a result of rapidly declining  
recyclable commodity markets primarily attributable to strict regulations established under  
China's National Sword environmental policy; and

WHEREAS, the COUNTY and CONTRACTOR previously entered into AMENDMENT  
NO. 1 (Agreement No. 17-566-1, hereinafter "Amendment No. 1") to the Agreement, which  
established a recycling surcharge of 1.45 percent to be applied as an overlay charge to the  
maximum collection rates to provide temporary mitigation of such increased costs for the  
period from January 1, 2019 to June 30, 2020; and

WHEREAS, as contemplated by Amendment No. 1, COUNTY and CONTRACTOR  
have since worked together to create a successor recycling surcharge methodology, intended  
to address in a more accurate and responsive manner the positive and negative fluctuations in  
the market value of recyclables collected within the Exclusive Service Area Program territories,  
over a more extended period of time; and

1 WHEREAS, Article I of this Amendment No. 2 is intended to provide that  
2 successor methodology and accordingly will serve to supersede Amendment No. 1 in its  
3 entirety, from and after the Effective Date of this Amendment No. 2; and

4 WHEREAS, COUNTY is tasked with complying with mandatory organics recycling  
5 regulations established by the California Department of Resources Recycling and Recovery  
6 ("CalRecycle") pursuant to applicable statutory provisions enacted by the Legislature, including  
7 but not limited to SB 1383 (Stats. 2016, c. 395) and AB 1826 (Stats. 2014, c. 727), and

8 WHEREAS, Article II of this Amendment No. 2 serves to establish maximum rates that  
9 CONTRACTOR may charge to provide the Organics Materials Collection services that are  
10 mandated in order to meet compliance with the statutory and regulatory requirements  
11 referenced above, and

12 WHEREAS, Article II of this Amendment No. 2 also serves to establish additional  
13 Special Service Rates to mitigate the factors of container overfilling and organics and recycling  
14 contamination, which are primary consumer behaviors that also have contributed to increased  
15 costs and market decline, and

16 NOW, THEREFORE, in consideration of the foregoing premises and the mutual  
17 promises herein, COUNTY and CONTRACTOR agree as follows:

18  
19 **Article I: Recycling Surcharge Development and Implementation Process**

20 A. From and after the Effective Date hereof (January 1, 2020), the provisions of  
21 Amendment No. 1 shall have no further force or effect, and Amendment No. 1 shall be and is  
22 hereby superseded in its entirety by the provisions of Article I of this Amendment No. 2.

23 B. The new Recycling Surcharge methodology is outlined in Exhibit L to the  
24 Agreement (which exhibit is attached to this Amendment No. 2), as hereby amended.  
25 COUNTY will calculate the Recycling Surcharge on a quarterly basis using data submitted by  
26 the CONTRACTOR to the COUNTY pursuant to Sections 6.3 and 8.2 of Agreement 17-566  
27 and Market Index data. The Recycling Surcharge shall be applicable to the maximum  
28 allowable Rates for base collection services in accordance with the revised Exhibits D and D-1

1 to the Agreement (which exhibits are attached to this Amendment No. 2), as hereby amended.

2 C. It is expressly understood and agreed between the parties that under no  
3 circumstance shall the percentage rate of the Recycling Surcharge ever exceed five percent  
4 (5%) of the maximum Rate the CONTRACTOR is permitted to charge for base collection  
5 services.

6 D. CONTRACTOR shall give notice to its Customers prior to the initial  
7 implementation of the new Recycling Surcharge methodology in accordance with the  
8 introductory paragraph of Section 7.3 (which immediately precedes Section 7.3, Paragraph A)  
9 of the Agreement. COUNTY will provide the form of the standardized Customer notice to be  
10 used by CONTRACTOR, which shall briefly summarize the methodology and specify the  
11 percentage rate of the surcharge resulting from the initial implementation of that methodology.  
12 The notice additionally shall explain that:

- 13 (1) the rate of the surcharge will fluctuate thereafter, depending upon recycling market  
14 conditions, and accordingly shall be recalculated by the COUNTY on a quarterly  
15 basis; and  
16 (2) under no circumstances will the percentage rate of the recycling surcharge ever  
17 exceed five percent (5%) of the maximum Rate the Contractor may charge for base  
18 collection services.

18 E. COUNTY will notify the CONTRACTOR, in writing, of the maximum allowable  
19 rate of the initial implementation of the Recycling Surcharge and the effective start and end  
20 date of the Recycling Surcharge for that first quarterly period, as outlined in Exhibit L to the  
21 Agreement, as hereby amended. For all subsequent quarters, written communication as  
22 hereby described will be provided by COUNTY to CONTRACTOR not less than 15 days prior  
23 to the effective date of the recalculated rate of the quarterly Recycling Surcharge.

24 F. During the period from January 1, 2020 to June 30, 2025, CONTRACTOR may  
25 charge for services under the Agreement, as hereby amended, in accordance with the  
26 Maximum Rate Schedules listed in the revised Exhibits D and D-1 to the Agreement, as  
27 hereby amended (subject to the annual update on each July 1 in accordance with the CPI  
28 adjustment pursuant to Section 7.2, Paragraph C thereof), together with the addition of the

1 quarterly Recycling Surcharge. The Recycling Surcharge as detailed in Exhibit L of the  
2 Agreement, as hereby amended, is intended to reflect the current condition of the recycling  
3 market. COUNTY and CONTRACTOR agree to continue to work together on an ongoing  
4 basis, from and after the date of execution of this Amendment No. 2, to monitor and respond to  
5 any further extreme changes in recycling market conditions in a manner that is fair to both to  
6 CONTRACTOR and its Customers, by developing such further modifications to the Recycling  
7 Surcharge process as may be deemed appropriate. Any such subsequently recommended  
8 updates or changes to the Recycling Surcharge process shall be presented to the COUNTY's  
9 Board of Supervisors sometime prior to June 30, 2025, as a proposed amendment to  
10 Agreement No. 17-566 to modify or supersede the provisions of this Amendment No. 2.

11 **Article II. Modified Provisions Governing Organics Collection**

12 A. Section 4.2., Paragraph E, located on page 35, line 1 through page 36, line 12 of  
13 Agreement 17-566 is hereby deleted in its entirety and replaced with the following:

14 "E. Organic Materials Collection, Transfer and Processing

15 Unless formally exempted from the requirement, CONTRACTOR shall, commencing  
16 with the effective date of this Amendment No. 2, make available to its Customers the collection  
17 and processing of Organic Materials in accordance with Applicable Law, including Mandatory  
18 Organics Recycling regulations promulgated by CalRecycle pursuant to AB1826 and/or SB  
19 1383, inclusive of Green Waste. It currently is anticipated by the parties that, during the life of  
20 the Agreement, CalRecycle almost certainly will expand such Organics recycling regulations to  
21 extend their applicability to all generators of Organic Materials (i.e., including Residential  
22 Customers in addition to Commercial Customers), and perhaps to include additional  
23 requirements as well.

24 Within no more than twelve (12) months after the Operative Date, CONTRACTOR shall  
25 submit to the COUNTY Representative its implementation plan for the provision of organics  
26 collection services for commercial, multi-family and single-family residential customers. That  
27 implementation plan shall include the following elements:

28 1. Anticipated date of commencement and appropriately particularized overview of

1 estimated timeframe for implementation of Organic Materials Collection services for each of  
2 the following: commercial, multi-family, and residential Customers.

3 2. Details of Organic Materials Collection services offered, inclusive of:

- 4 a) How CONTRACTOR will support compliance with AB1826 and SB1383
- 5 b) Collection containers and collection vehicles to be used
- 6 c) Education and outreach activities
- 7 d) Material transfer, handling, and processing activities
- 8 e) Future program enhancements
- 9 f) CONTRACTOR's Proposed Rates (for Green Waste and full Organic  
10 Materials, including food waste), itemized to include identification of the amount(s) of the  
11 transportation and/or transfer components thereof

12 The rate for CONTRACTOR to provide Organic Materials Collection Services shall be  
13 calculated at 60% of the maximum rates as outlined in the revised Exhibits D and D-1 of the  
14 Agreement, as hereby amended, for Solid Waste Collection of comparable size and frequency,  
15 plus the actual cost per ton, proportional to the size of container and frequency of collection,  
16 for processing, inclusive of costs for any transportation or transfer of said Organic Materials.  
17 The Organic Materials Collection rates also will be adjusted at 65% of CPI for bins and 75% of  
18 CPI for carts based on fixed versus variable costs in accordance with Section 7.2.C of  
19 Agreement 17-566. Any such adjustment to those rates must be approved by the COUNTY  
20 Board of Supervisors as part of the Annual CPI adjustment, which then would become  
21 effective on the following July 1. The Organic Materials Collection rates may subsequently be  
22 adjusted, upon request for a rate review from CONTRACTOR to the COUNTY, following the  
23 procedure detailed in Section 7.2.B of Agreement 17-566 or as otherwise may be mutually  
24 agreed upon in writing by the COUNTY Representative and CONTRACTOR. A request for a  
25 review to consider adjustment of these rates may be initiated at any time during the year, but  
26 will be limited to no more than one adjustment per calendar year. While this review arguably  
27 could include both known and anticipated changes in processing costs, it is acknowledged by  
28 the parties that it would be inherently more difficult for the CONTRACTOR to meet its burden

1 to justify any such requested increase, as required under Section 7.3, Paragraph C of the  
2 Agreement, with regard to a cost increase (or component thereof) that was merely anticipated  
3 as compared with one that CONTRACTOR already had experienced.”

4 B. Following the issuance and approval of final regulations by CalRecycle governing  
5 organics recycling and collection as required by SB 1383, CONTRACTOR shall submit to  
6 COUNTY, within 90 days of COUNTY’s request, CONTRACTOR’s revised and updated  
7 Organics Implementation Plan that addresses said final regulations with the same degree of  
8 specificity as required for its original Organics Implementation Plan. Such revised and updated  
9 Organics Implementation Plan shall be subject to review and approval by COUNTY.  
10 Additionally, COUNTY, in its sole discretion, may require CONTRACTOR to revise and update  
11 its Organics Implementation Plan as COUNTY deems appropriate in order to more effectively  
12 address any and all current and future regulatory requirements pursuant to mandatory  
13 organics recycling and collection regulations, inclusive of SB 1383. CONTRACTOR shall  
14 submit such revised Organics Implementation Plan to COUNTY within a reasonable  
15 timeframe, as specified by COUNTY.

16 C. Pursuant to the requirements of SB 1383, and as stipulated in Agreement No.  
17 17-566, CONTRACTOR shall implement organics recycling and collection at the residential  
18 service level. Said residential level collection shall only take place upon receipt of official  
19 notice from COUNTY to commence residential organics recycling and collection services.

20 D. Modified Provisions Relating to Special Services and Special Service Rates

21 In accordance with Section 7.2., Paragraph B of Agreement No. 17-566, both Exhibit B  
22 (“Performance Standards”) and Exhibit D-2 to said Agreement (“Schedule of Maximum Special  
23 Service Rates”) are hereby amended by updated and modified versions of both Exhibit B and  
24 Exhibit D-2, the latter of which is revised with respect to certain Special Services, specifically  
25 the Special Services and Special Service rates for contaminated and overfilled containers,  
26 including recycling and organics containers, which provisions are hereby added to Agreement  
27 No. 17-566 by the following amendments thereto:

28 1. The subsection entitled “Contaminated and Overfilled Containers” of section 6 of

Exhibit B of Agreement 17-566 is hereby deleted in its entirety and replaced with Exhibit B-1 to the Agreement (which exhibit is attached to this Amendment No. 2), as hereby amended.

2. The maximum allowable rates for these special services are set forth in the revised Exhibit D-2 to the Agreement (which exhibit is attached to this Amendment No. 2), as hereby amended.

Agreement No. 17-566, as hereby amended by both Article I and Article II of this Amendment No. 2, is hereby ratified and continued. All provisions, terms, covenants, conditions and promises contained in the Agreement and not amended herein shall remain in full force and effect.

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

///

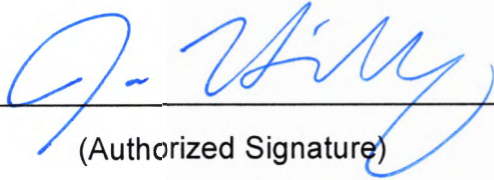
///

///

EXECUTED as of the date first above set forth, and effective as of January 1, 2020.

CONTRACTOR

COUNTY OF FRESNO



(Authorized Signature)

Joe Heisdorf  
Chief Financial Officer


Print Name and Title

15300 W Jensen Ave

Mailing Address

Kerman, CA 93630

City, State, and Zip Code



Nathan Magsig

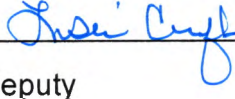
Chairman of the Board of Supervisors  
of the County of Fresno

ATTEST:

Bernice E. Seidel

Clerk of the Board of Supervisors

County of Fresno, State of California

By 

Deputy



## **EXHIBIT B-1**

As provided in Article II, Section D of Amendment No. 2 to Agreement 17-566 ("the Agreement"), Section 6 of Exhibit B thereto is amended, by the deletion in its entirety of that subsection of Section 6 entitled "Contamination and Overfilled Containers," which is hereby replaced with the following subsection thereof:

### **"CONTAMINATED AND OVERFILLED CONTAINERS**

CONTRACTOR and COUNTY anticipate that Customers will participate in CONTRACTOR's programs in such a manner as to minimize the total level of contamination in Containers. CONTRACTOR and COUNTY also anticipate that Customers will not overfill Containers beyond capacity, or spill contents next to the Containers. COUNTY and CONTRACTOR agree to utilize the following procedures to assist in minimizing contamination or overfilling:

#### **OVERFILLED CONTAINERS:**

'Overfilled' Containers refer to a Container which is filled with materials to such a level that spillage of said materials is imminent. For purposes of this section, if the lid of the container does not close flat, it shall be CONTRACTOR's discretion if the container can still be serviced safely without risking spillage onto the ground or onto the vehicle, creating a fire hazard.

Upon encountering an overfilled container, CONTRACTOR shall document the incident of overfilling at the Customer location. CONTRACTOR shall then make a good faith effort to service the Container. If CONTRACTOR determines that it would not be safe to service the Container, CONTRACTOR will document why the Container was not serviced and tag the Container with a notice as described below. Where feasible, CONTRACTOR will obtain photographic evidence of the overfilled Container. Whether the container was serviced or not, the CONTRACTOR will tag the Container with a notice that includes:

- A statement informing the Customer that the Container required special services due to overfill of the Container. If the Container was not serviced, the tag should also include directions on removing the additional items and the charge that will be placed on the Customer account for an additional service in accordance with the maximum rates set forth in the revised Exhibit D-2 of this Agreement.
- An explanation that a subsequent incident of overfilling may result in the imposition of an overfilled container special service rate and, where warranted, will require additional or larger-sized containers at an additional cost to the Customer.
- A phone number to contact CONTRACTOR to obtain additional information and/or receive responses to questions the Customer may have.

In the event the Customer in question continues to place overfilled containers out for Collection, CONTRACTOR may collect the Container, clean the surrounding area, and charge the Customer the corresponding overfilled container special service rate as set forth in the revised Exhibit D-2 of this Agreement. In addition, where there have been three (3) or more instances of overfilling by a Customer in any 12 month period, CONTRACTOR may, with approval of COUNTY, deliver additional or larger containers to the Customer, or require additional weekly collections as appropriate, and charge the Customer for the additional services at rates that do not exceed the maximum rates set forth in the revised Exhibit D-2.

### **CONTAMINATED RECYCLING AND ORGANICS CONTAINERS:**

For purposes of this Agreement, as modified by Amendment No. 2 thereto, the term 'Contaminated' refers to materials placed in a Container other than those which the Contractor and County agree are appropriate for Collection therein as more fully set forth in Exhibit A of this Agreement.

Upon encountering a contaminated recycling or organics container, CONTRACTOR shall document the incident of contamination at a particular Customer location. CONTRACTOR shall then service the Container, making whatever accommodations are necessary. Where feasible, CONTRACTOR will obtain photographic evidence of the contaminated container. CONTRACTOR will tag the Container with a notice that includes:

- The fact the Container required special services due to the presence of inappropriate material in the Container.
- A description of the materials that are inappropriate for Collection in the Container.
- An explanation that a subsequent incident of contamination may result in the imposition of a contamination special service rate and, where warranted, will require additional Solid Waste Containers, at an additional cost to the Customer.
- A phone number to contact CONTRACTOR to obtain additional information and/or receive responses to questions the Customer may have.

In the event the Customer in question continues to place Containers with contamination out for Collection, CONTRACTOR may collect the Container, and charge the Customer a contamination special service rate as set forth in the revised Exhibit D-2 to this Agreement, as modified by Amendment No. 2 thereto. In addition, where there have been three (3) or more instances of contamination by a Customer in any twelve (12) month period, CONTRACTOR may, with approval of COUNTY, deliver additional Solid Waste Containers to the Customer, and charge the Customer for the additional services at a rate that does not exceed the maximum rates set forth in the revised Exhibit D-2 to this Agreement.”

**EXHIBIT D**  
**SCHEDULE OF MAXIMUM CART RATES (\$ Per Month, Per Customer)**  
Adjusted for CPI and American Avenue Tip Fee Increase **July 1, 2019**  
SER Rates Effective February 28, 2018  
Recycling Surcharge Effective January 1, 2020  
Organic Rates Effective January 1, 2020<sup>1</sup>

**Zone 1**

Cart Size	New Rate (07/01/2019)	Organics Rate (01/01/2020) <sup>2</sup>	Recycling Surcharge Overlay (01/01/2020) <sup>4</sup> Maximum 5%	SER Overlay <sup>5</sup> (02/28/2018)
30-gal cont	\$26.99	\$19.66	\$1.35	\$0.20
60-gal cont	\$32.53	\$26.47	\$1.63	\$0.36
90-gal cont	\$40.54	\$34.74	\$2.03	\$0.54

**Zone 2 (a)**

Cart Size	New Rate (07/01/2019)	Organics Rate (01/01/2020) <sup>2</sup>	Recycling Surcharge Overlay (01/01/2020) <sup>4</sup> Maximum 5%	SER Overlay <sup>5</sup> (02/28/2018)
30-gal cont	N/A	N/A	N/A	N/A
60-gal cont	\$41.74	\$31.79	\$2.09	\$0.36
90-gal cont	\$47.68	\$38.74	\$2.38	\$0.54

**Zone 2 (b)**

Cart Size	New Rate (07/01/2019)	Organics Rate (01/01/2020) <sup>2</sup>	Recycling Surcharge Overlay (01/01/2020) <sup>4</sup> Maximum 5%	SER Overlay <sup>5</sup> (02/28/2018)
30-gal cont	N/A	N/A	N/A	N/A
60-gal cont	\$35.66	\$28.35	\$1.42	\$0.36
90-gal cont	\$42.51	\$35.93	\$1.80	\$0.54

**Zone 3**

Cart Size	New Rate (07/01/2019)	Organics Rate (01/01/2020) <sup>2,3</sup>	Recycling Surcharge Overlay (01/01/2020) <sup>4</sup> Maximum 5%	SER Overlay <sup>5</sup> (02/28/2018)
30-gal cont	N/A	N/A	N/A	N/A
60-gal cont	\$47.32	\$36.49	\$2.37	\$0.36
90-gal cont	\$53.60	\$44.32	\$2.68	\$0.54

**Notes**

1. Organics rates that are effective January 1, 2020 are applicable only as to commercial customers who are required to comply with AB 1826 (Mandatory Organics Recycling, or MORE). It is anticipated that, on or before January 1, 2022, State law will require ALL customers to comply with mandatory organics recycling and collection, including residential customers.

2. Organics Rate calculated based on the prescribed methodology outlined in Section 4.2.E of the Exclusive Service Area Program Agreements. The rate is computed at 60 percent of the base level solid waste rate ("New Rate") plus a processing cost per ton. Processing rates and rate assumptions are as follows:

Assumptions  
300 lbs per cubic yard  
201.974 gallons per cubic yard  
1.485339697 lbs per gallon  
4.333333333 weeks per month

Processing Rates  
Zone 1 - \$36.00  
Zone 2a - \$37.00  
Zone 2b - \$36.00  
Zone 3 - \$42.00

3. Organic rates have been calculated for Zone 3 for possible future implementation. However, haulers in Zone 3 may not offer organics collection service due to factors making service in the Zone cost prohibitive. Customers should contact the hauler and inquire if organic collection service is available.

4. Recycling Surcharge to be implemented effective January 1, 2020 through and including June 30, 2025. Surcharge rate calculated based on recyclable commodity market value data for Mixed Paper (MP) and Old Corrugated Containers (OCC) obtained from the Pulp and Paper Index (PPI) recycled fiber market index for the Los Angeles and/or San Francisco/Oakland port regions, as well as quarterly tonnage and revenue data. Surcharge is adjusted on a quarterly basis, not to exceed 5 percent for the term of the surcharge. Haulers are to apply the Surcharge as an overlay; haulers will add the Recycling Surcharge amount to the "New Rate" for base level solid waste service. If a hauler's rate is lower than the "New Rate," the Surcharge amount will be added to the hauler's rate.

5. SER Rate is only applicable to Customers within the SER Territory (map attached). To Calculate the SER rate, a hauler will need to add the SER Overlay to the current rate. SER Overlay rates are not subject to CPI increases.

## EXHIBIT D-1

**SCHEDULE OF MAXIMUM BIN RATES<sup>1</sup> (\$ Per Month, Per Customer)**  
Adjusted for CPI and American Avenue Tip Fee Increase **July 1, 2019**  
SER Rates Effective February 28, 2018  
Recycling Surcharge Effective January 1, 2020  
Organic Rates Effective January 1, 2020<sup>2</sup>

	Service Rate Area															
	Zone 1				Zone 2 (a)				Zone 2 (b)				Zone 3			
	New Rate (07/01/2019)	Organics Rate (01/01/2020) <sup>3,4</sup>	Recycling Surcharge Overlay <sup>5</sup> (01/01/2020) Maximum 5%	SER Overlay <sup>6</sup> (02/28/2018)	New Rate (07/01/2019)	Organics Rate (01/01/2020) <sup>3,4</sup>	Recycling Surcharge Overlay <sup>5</sup> (01/01/2020) Maximum 5%	SER Overlay <sup>6</sup> (02/28/2018)	New Rate (07/01/2019)	Organics Rate (01/01/2020) <sup>3,4</sup>	Recycling Surcharge Overlay <sup>5</sup> (01/01/2020) Maximum 5%	SER Overlay <sup>6</sup> (02/28/2018)	New Rate (07/01/2019)	Organics Rate (01/01/2020) <sup>3,4</sup>	Recycling Surcharge Overlay <sup>5</sup> (01/01/2020) Maximum 5%	SER Overlay <sup>6</sup> (02/28/2018)
1 cu yd, 1 pickup/wk	\$71.94	\$66.56	\$3.60	\$1.14	\$82.21	\$72.08	\$4.11	\$1.14	\$83.57	\$73.54	\$4.18	\$1.14	\$82.97	\$77.08	\$4.15	\$1.14
1 cu yd, 2 pickups/wk	\$133.14	\$126.68	\$6.66	\$2.28	\$143.37	\$131.52	\$7.17	\$2.28	\$142.32	\$132.19	\$7.12	\$2.28	\$145.74	\$142.04	\$7.29	\$2.28
1 cu yd, 3 pickups/wk	\$194.33	\$186.80	\$9.72	\$3.41	\$209.01	\$193.66	\$10.45	\$3.41	\$212.50	\$197.70	\$10.63	\$3.41	\$215.49	\$211.19	\$10.77	\$3.41
1 cu yd, 4 pickups/wk	\$255.49	\$246.89	\$12.77	\$4.55	\$280.05	\$259.03	\$14.00	\$4.55	\$288.43	\$266.66	\$14.42	\$4.55	\$290.50	\$283.50	\$14.53	\$4.55
1 cu yd, 5 pickups/wk	\$316.72	\$307.03	\$15.84	\$5.69	\$354.64	\$326.53	\$17.73	\$5.69	\$371.75	\$340.05	\$18.59	\$5.69	\$366.71	\$356.53	\$18.34	\$5.69
1 cu yd, 6 pickups/wk	\$377.89	\$367.13	\$18.89	\$6.83	\$432.51	\$396.01	\$21.63	\$6.83	\$464.26	\$418.96	\$23.21	\$6.83	\$446.13	\$431.48	\$22.31	\$6.83
1.5 cu yd, 1 pickup/wk	\$83.76	\$85.36	\$4.19	\$1.71	\$95.72	\$91.56	\$4.79	\$1.71	\$93.10	\$90.96	\$4.66	\$1.71				
1.5 cu yd, 2 pickups/wk	\$155.18	\$163.31	\$7.76	\$3.41	\$169.77	\$170.11	\$8.49	\$3.41	\$160.05	\$166.23	\$8.00	\$3.41				
1.5 cu yd, 3 pickups/wk	\$226.59	\$241.25	\$11.33	\$5.12	\$248.67	\$251.58	\$12.43	\$5.12	\$237.84	\$248.00	\$11.89	\$5.12				
1.5 cu yd, 4 pickups/wk	\$297.97	\$319.18	\$14.90	\$6.83	\$333.56	\$336.64	\$16.68	\$6.83	\$325.54	\$335.72	\$16.28	\$6.83				
1.5 cu yd, 5 pickups/wk	\$369.36	\$397.12	\$18.47	\$8.53	\$421.81	\$423.72	\$21.09	\$8.53	\$421.89	\$428.63	\$21.09	\$8.53				
1.5 cu yd, 6 pickups/wk	\$440.78	\$475.07	\$22.04	\$10.24	\$513.38	\$512.78	\$25.67	\$10.24	\$523.60	\$524.76	\$26.18	\$10.24				
2 cu yd, 1 pickup/wk	\$94.76	\$103.66	\$4.74	\$2.28	\$109.52	\$111.21	\$5.48	\$2.28	\$102.80	\$108.48	\$5.14	\$2.28	\$116.79	\$124.67	\$5.84	\$2.28
2 cu yd, 2 pickups/wk	\$176.77	\$199.66	\$8.84	\$4.55	\$196.15	\$208.69	\$9.81	\$4.55	\$177.75	\$200.25	\$8.89	\$4.55	\$213.94	\$237.56	\$10.70	\$4.55
2 cu yd, 3 pickups/wk	\$258.82	\$295.69	\$12.94	\$6.83	\$288.32	\$309.49	\$14.42	\$6.83	\$263.15	\$296.29	\$13.16	\$6.83	\$293.66	\$340.00	\$14.68	\$6.83
2 cu yd, 4 pickups/wk	\$340.87	\$391.72	\$17.04	\$9.10	\$387.10	\$414.26	\$19.36	\$9.10	\$362.69	\$404.81	\$18.13	\$9.10	\$403.08	\$460.25	\$20.15	\$9.10
2 cu yd, 5 pickups/wk	\$422.91	\$487.75	\$21.15	\$11.38	\$489.13	\$520.98	\$24.46	\$11.38	\$472.09	\$517.25	\$23.60	\$11.38	\$510.26	\$579.16	\$25.51	\$11.38
2 cu yd, 6 pickups/wk	\$504.93	\$583.76	\$25.25	\$13.65	\$594.16	\$629.50	\$29.71	\$13.65	\$582.92	\$630.55	\$29.15	\$13.65	\$622.05	\$700.83	\$31.10	\$13.65
3 cu yd, 1 pickup/wk	\$115.77	\$139.66	\$5.79	\$3.41	\$139.09	\$151.70	\$6.95	\$3.41	\$126.83	\$146.30	\$6.34	\$3.41	\$152.53	\$173.42	\$7.63	\$3.41
3 cu yd, 2 pickups/wk	\$217.99	\$271.19	\$10.90	\$6.83	\$252.81	\$288.19	\$12.64	\$6.83	\$221.13	\$273.08	\$11.06	\$6.83	\$283.93	\$334.16	\$14.20	\$6.83
3 cu yd, 3 pickups/wk	\$320.23	\$402.74	\$16.01	\$10.24	\$373.28	\$428.72	\$18.66	\$10.24	\$329.83	\$408.50	\$16.49	\$10.24	\$381.36	\$474.52	\$19.07	\$10.24
3 cu yd, 4 pickups/wk	\$422.47	\$534.28	\$21.12	\$13.65	\$501.78	\$574.07	\$25.09	\$13.65	\$450.74	\$551.24	\$22.54	\$13.65	\$522.01	\$640.81	\$26.10	\$13.65
3 cu yd, 5 pickups/wk	\$524.73	\$665.84	\$26.24	\$17.06	\$634.00	\$721.65	\$31.70	\$17.06	\$573.81	\$695.29	\$28.69	\$17.06	\$663.90	\$807.84	\$33.20	\$17.06
3 cu yd, 6 pickups/wk	\$626.94	\$797.36	\$31.35	\$20.48	\$769.62	\$871.27	\$38.48	\$20.48	\$706.71	\$845.23	\$35.34	\$20.48	\$807.50	\$975.90	\$40.38	\$20.48
4 cu yd, 1 pickup/wk	\$127.46	\$170.08	\$6.37	\$4.55	\$170.52	\$193.31	\$8.53	\$4.55	\$152.70	\$185.22	\$7.64	\$4.55	\$196.23	\$226.94	\$9.81	\$4.55
4 cu yd, 2 pickups/wk	\$241.16	\$331.90	\$12.06	\$9.10	\$303.18	\$363.91	\$15.16	\$9.10	\$268.60	\$348.36	\$13.43	\$9.10	\$367.11	\$438.67	\$18.36	\$9.10
4 cu yd, 3 pickups/wk	\$354.81	\$493.69	\$17.74	\$13.65	\$463.78	\$551.27	\$23.19	\$13.65	\$401.23	\$521.54	\$20.06	\$13.65	\$494.25	\$624.15	\$24.71	\$13.65
4 cu yd, 4 pickups/wk	\$468.51	\$655.51	\$23.43	\$18.20	\$624.30	\$738.58	\$31.22	\$18.20	\$551.12	\$705.07	\$27.56	\$18.20	\$672.15	\$840.09	\$33.61	\$18.20
4 cu yd, 5 pickups/wk	\$582.19	\$817.31	\$29.11	\$22.75	\$788.88	\$928.33	\$39.44	\$22.75	\$703.97	\$890.38	\$35.20	\$22.75	\$850.92	\$1,056.55	\$42.55	\$22.75
4 cu yd, 6 pickups/wk	\$695.88	\$979.13	\$34.79	\$27.30	\$957.27	\$1,120.36	\$47.86	\$27.30	\$867.46	\$1,082.08	\$43.37	\$27.30	\$1,034.26	\$1,275.76	\$51.71	\$27.30
5 cu yd, 1 pickup/wk	\$146.73	\$205.04	\$7.34	\$5.69	\$208.59	\$238.90	\$10.43	\$5.69	\$178.67	\$224.20	\$8.93	\$5.69				
5 cu yd, 2 pickups/wk	\$278.71	\$401.23	\$13.94	\$11.38	\$380.50	\$455.80	\$19.03	\$11.38	\$316.23	\$423.74	\$15.81	\$11.38				
5 cu yd, 3 pickups/wk	\$410.66	\$597.40	\$20.53	\$17.06	\$572.24	\$684.59	\$28.61	\$17.06	\$477.38	\$637.43	\$23.87	\$17.06				
5 cu yd, 4 pickups/wk	\$542.59	\$793.55	\$27.13	\$22.75	\$770.81	\$917.49	\$38.54	\$22.75	\$651.83	\$859.10	\$32.59	\$22.75				
5 cu yd, 5 pickups/wk	\$674.58	\$989.75	\$33.73	\$28.44	\$974.26	\$1,153.31	\$48.71	\$28.44	\$836.53	\$1,086.92	\$41.83	\$28.44				
5 cu yd, 6 pickups/wk	\$806.54	\$1,185.92	\$40.33	\$34.13	\$1,182.29	\$1,391.87	\$59.11	\$34.13	\$1,033.92	\$1,322.35	\$51.70	\$34.13				
6 cu yd, 1 pickup/wk	\$182.72	\$250.03	\$9.14	\$6.83	\$246.59	\$284.45	\$12.33	\$6.83	\$204.59	\$263.15	\$10.23	\$6.83	\$272.13	\$327.08	\$13.61	\$6.83
6 cu yd, 2 pickups/wk	\$346.48	\$488.69	\$17.32	\$13.65	\$457.77	\$547.66	\$22.89	\$13.65	\$363.76	\$499.06	\$18.19	\$13.65	\$511.44	\$634.46	\$25.57	\$13.65
6 cu yd, 3 pickups/wk	\$510.24	\$727.34	\$25.51	\$20.48	\$680.62	\$817.87	\$34.03	\$20.48	\$553.47	\$753.28	\$27.67	\$20.48	\$686.43	\$903.26	\$34.32	\$20.48
6 cu yd, 4 pickups/wk	\$673.97	\$965.98	\$33.70	\$27.30	\$917.28	\$1,096.37	\$45.86	\$27.30	\$752.54	\$1,013.12	\$37.63	\$27.30	\$926.09	\$1,210.85	\$46.30	\$27.30
6 cu yd, 5 pickups/wk	\$837.70	\$1,204.62	\$41.89	\$34.13	\$1,159.67	\$1,378.30	\$57.98	\$34.13	\$969.09	\$1,283.45	\$48.45	\$34.13	\$1,171.75	\$1,522.05	\$58.59	\$34.13
6 cu yd, 6 pickups/wk	\$1,001.51	\$1,443.31	\$50.08	\$40.95	\$1,407.39	\$1,663.43	\$70.37	\$40.95	\$1,200.46	\$1,562.68	\$60.02	\$40.95	\$1,423.43	\$1,836.86	\$71.17	\$40.95

**Notes**

1 - Any bin service provided to residences (including 1, 2, and 3 cu Bins) will be reported as commercial service for reporting purposes.

2 - Organics rates that are effective January 1, 2020 are applicable only as to commercial customers who are required to comply with AB 1826 (Mandatory Organics Recycling, or MORE). It is anticipated that, on or before January 1, 2022, State law will require ALL customers to comply with mandatory organics recycling and collection, including residential customers.

3 - Organics Rate calculated based on the prescribed methodology outlined in Section 4.2 E of the Exclusive Service Area Program Agreements. The rate is computed at 60 percent of the base level solid waste rate ("New Rate") plus a processing cost per ton. Processing rates and rate assumptions are as follows:

**Assumptions**

300 lbs per cubic yard  
201.974 gallons per cubic yard  
1.485339697 lbs per gallon  
4.333333333 weeks per month

**Processing Rates**

Zone 1 - \$36.00  
Zone 2a - \$37.00  
Zone 2b - \$36.00  
Zone 3 - \$42.00

4 - Organic rates have been calculated for Zone 3 for possible future implementation. However, haulers in Zone 3 may not offer organics collection service due to factors making service in the Zone cost prohibitive. Customers should contact the hauler and inquire if organic collection service is available.

5 - Recycling Surcharge to be implemented effective January 1, 2020 through and including June 30, 2025. Surcharge rate calculated based on recyclable commodity market value data for Mixed Paper (MP) and Old Corrugated Containers (OCC) obtained from the Pulp and Paper Index (PPI) recycled fiber market index for the Los Angeles and/or San Francisco/Oakland port regions, as well as quarterly tonnage and revenue data. Surcharge is adjusted on a quarterly basis, not to exceed 5 percent for the term of the surcharge. Haulers are to apply the Surcharge as an overlay; haulers will add the Recycling Surcharge amount to the "New Rate" for base level solid waste service. If a hauler's rate is lower than the "New Rate," the Surcharge amount will be added to the hauler's rate.

6 - SER rate is only applicable to customers within the SER Territory (map attached). To calculate the SER rate, a hauler will need to add current rate to SER Overlay. SER Overlay rates are not subject to CPI increases.

7 - 1.5 and 5 cubic yard bins are provided at the discretion of the hauler. None of the Zone 3 service rate area haulers have proposed to provide these odd-sized containers, therefore, no rate is proposed in the Zone 3 service rate area.

**ESAP Agreement Exhibit D-2**  
**SCHEDULE OF MAXIMUM SPECIAL SERVICE RATES<sup>1</sup>**  
Rates Effective January 1, 2020

Service Description	Service Rate Area			
	Zone 1	Zone 2 (a)	Zone 2 (b)	Zone 3
Additional Container Pickup <sup>2</sup> :				
30-gal. cart	\$6.15	\$10.25	\$10.25	\$25.63
60-gal. cart	\$10.25	\$10.25	\$15.38	\$30.75
90-gal. cart	\$10.25	\$11.28	\$18.45	\$35.88
1 CY bin	\$16.40	\$20.50	\$41.00	\$41.00
1.5 CY bin	\$20.50	\$25.63	\$43.06	\$46.13
2 CY bin	\$21.53	\$25.63	\$41.00	\$46.13
3 CY bin	\$25.63	\$30.75	\$51.26	\$51.26
4 CY bin	\$41.00	\$46.13	\$56.38	\$56.38
5 CY bin	\$46.13	\$51.26	\$61.51	\$61.51
6 CY bin	\$46.13	\$56.38	\$66.63	\$76.88
300 gal. tub				\$61.51
Late Set Out Pickup <sup>3</sup> :				
30-gal. cart	\$10.25	\$15.38	\$15.38	\$20.50
60-gal. cart	\$10.25	\$15.38	\$15.38	\$20.50
90-gal. cart	\$15.38	\$15.38	\$18.45	\$20.50
1 CY bin	\$20.50	\$25.63	\$30.75	\$30.75
1.5 CY bin	\$25.63	\$25.63	\$30.75	\$30.75
2 CY bin	\$25.63	\$30.75	\$30.75	\$30.75
3 CY bin	\$30.75	\$35.88	\$35.88	\$35.88
4 CY bin	\$35.88	\$41.00	\$41.00	\$41.00
5 CY bin	\$51.26	\$61.51	\$61.51	\$61.51
6 CY bin	\$56.38	\$71.76	\$76.88	\$76.88
300 gal. tub				\$61.51
Extra Day Pickup <sup>4</sup> :				
30-gal. cart	\$10.25	\$10.25	\$10.25	\$25.63

**ESAP Agreement Exhibit D-2**  
**SCHEDULE OF MAXIMUM SPECIAL SERVICE RATES (CONT'D.)**

Rates Effective January 1, 2020

Service Description	Service Rate Area			
	Zone 1	Zone 2 (a)	Zone 2 (b)	Zone 3
Extra Day Pickup (Cont'd.) <sup>4</sup> :				
60-gal. cart	\$15.38	\$15.38	\$15.38	\$30.75
90-gal. cart	\$18.45	\$25.63	\$25.63	\$35.88
1 CY bin	\$32.80	\$35.88	\$41.00	\$56.38
1.5 CY bin	\$37.93	\$41.00	\$46.13	\$61.51
2 CY bin	\$46.13	\$51.26	\$56.38	\$66.63
3 CY bin	\$52.28	\$61.51	\$71.76	\$76.88
4 CY bin	\$56.38	\$67.66	\$71.76	\$76.88
5 CY bin	\$71.76	\$82.01	\$92.26	\$105.59
6 CY bin	\$71.76	\$85.08	\$97.39	\$123.01
300 gal. tub				\$102.51
Non-Standard Container Sizes:				
1.5 CY bin (Serviced once wk, per container per month)	\$82.01	\$93.29	\$93.29	\$93.29
5 CY bin (Serviced once wk, per container per mo.)	\$152.74	\$206.05	\$222.45	\$222.45
300 gal. tub				\$92.26
Miscellaneous Special Services <sup>5,6</sup> :				
Side yard charge per household per mo. <sup>7</sup>	\$10.25	\$10.25	\$15.38	\$15.38
On-call bulky items pickup per CY per pickup	\$25.63	\$25.63	\$35.88	\$35.88
Maximum access charge per container per mo. <sup>8</sup>	\$30.75	\$30.75	\$30.75	\$30.75
Key or code charges per container per mo. <sup>9</sup>	\$15.77	\$15.38	\$15.38	\$15.38
Enclosure charges per container per mo. <sup>10</sup>	\$15.77	\$15.38	\$15.38	\$15.38
Gate service charges per container per mo. <sup>11</sup>	\$15.77	\$15.38	\$15.38	\$15.38
Drive-in charge per account per mo. 0.25 mile or under <sup>12</sup>	\$15.77	\$15.38	\$15.38	\$15.38
Cart switch, per switch <sup>13</sup>	\$31.52	\$30.75	\$30.75	\$30.75
Bin switch, per switch <sup>13</sup>	\$57.80	\$61.51	\$61.51	\$61.51
Replacement of damaged carts, per cart flat fee <sup>14</sup>	\$63.06	\$61.51	\$61.51	\$76.88
Locking bin charge, per mo. for wk collection	\$26.27	\$25.63	\$25.63	\$25.63

**ESAP Agreement Exhibit D-2**  
**SCHEDULE OF MAXIMUM SPECIAL SERVICE RATES (CONT'D.)**

Rates Effective January 1, 2020

Service Description	Service Rate Area			
	Zone 1	Zone 2 (a)	Zone 2 (b)	Zone 3
<b>Miscellaneous Special Services (Cont'd.):</b>				
Enclosure clean up, per event	\$21.01	\$20.50	\$20.50	\$20.50
Cart cleaning, per container	\$26.27	\$25.63	\$25.63	\$25.63
Bin cleaning, per container	\$26.27	\$25.63	\$25.63	\$25.63
Cart customer extra recycling, per 90 gal. container per mo. <sup>15</sup>	\$5.26	\$5.13	\$11.28	\$25.63
Bin customer extra recycling, per CY per mo. <sup>15</sup>	\$21.01	\$20.50	\$20.50	\$20.50
<b>Overfilled and Contaminated Containers:</b>				
Overfilled trash, recycling or organics cart, per event	\$15.00	\$15.00	\$25.00	\$25.00
Overfilled trash, recycling or organics bin, per event per cubic yard	\$15.00	\$15.00	\$30.00	\$30.00
Contaminated recycling or organics cart, serviced same day <sup>16</sup>	\$20.00	\$25.00	\$20.00	\$25.00
Contaminated recycling or organics bin, serviced same day <sup>16</sup>	\$20.00	\$25.00	\$30.00	\$35.00
Contaminated recycling or organics cart, serviced next day <sup>16</sup>	\$30.00	\$30.00	\$25.00	\$35.00
Contaminated recycling or organics bin, serviced next day <sup>16,17</sup>	\$25.00	\$25.00	\$40.00/\$5.00	\$55.00/\$5.00
<b>Miscellaneous Fees and Surcharges:</b>				
Green waste collection (in Zone 2b)			NS	
Resume/Reactivation Fee per event	\$25.00	\$25.00	\$25.00	\$25.00
Late Fee per mo.	\$3.00	\$3.00	\$3.00	\$3.00
Interest on Unpaid Late Balance, % or min./mo.	1.5% or \$3/mo	1.5% or \$3/mo	1.5% or \$3/mo	1.5% or \$3/mo
Elevation surcharge above 4,000 foot elevation <sup>18</sup>				<u>up to</u> 40% surcharge
Off-Road surcharge <sup>19</sup>				<u>up to</u> 15% surcharge

**Legend:**

wk. = week; mo. = month; gal. = gallon; CY = cubic yard;

N/A = blacked out; min. = minimum payment;

NS = Not submitted (Contractor may negotiate price directly with Customer)

## **Notes for Special Services:**

1. Haulers are required to pay all fees and Surcharges. Existing fees and Surcharges include:

- a. AB 939 Service Fee equal to three percent (3%) of Rate Revenues for the first and second year and an AB 939 Service Fee equal to four percent (4%) of Rate Revenues for the third and all subsequent years of the Extension Term.
- b. Hauler shall pay the COUNTY Solid Waste Surcharges, for Solid Waste generated in the COUNTY, which as of the date of execution of this Agreement are currently in the the COUNTY, which as of the date of execution of this Agreement are currently in the following amounts:
  - Southeast Regional (SER) Surcharge. Three Dollars and Fifty Cents (\$3.50) per-ton closure/post-closure maintenance fee for Solid Waste generated and collected within the Southeast Regional Solid Waste Commission Area as identified in Fresno County Ordinance Code Section 8.20.035; and
  - Solid Waste Management Program Activities (SWMPA) Surcharge. Three Dollars and Forty-One Cents (\$3.41) per-ton surcharge for Solid Waste management program activities (NOTE: this surcharge is incorporated into American Avenue Landfill tipping fee).

As provided in Section 7.2.C, each rate will be adjusted annually by 75 percent (75%) of the CPI for Cart Rates, 65 percent (65%) of the CPI for Bin Rates and 65 percent (65%) of the CPI for all other Special Service rates.

2. "Additional Container Pickup" charge is allowed when the Customer requires the CONTRACTOR to empty containers above and beyond the number of containers that the Customer subscribes to. CONTRACTORS may not charge the same rate (as the first container) to empty additional containers if they are already on site at the service location (home or business location).

3. "Late Set Out Pickup" charge is allowed when the Customer requires the CONTRACTOR to return to the service location to empty a container on same day as regular service due to late set out of the container by the Customer, if hauler is still in the area.

4. Extra Day Pickup charge is allowed when the Customer requires the CONTRACTOR to empty the container on a different day other than the regular service day.

### **5. The following notes apply to Granite Solid Waste, Inc. Customers Only:**

- a. Winter surcharge for customers above 4,000 foot elevation for the winter months of November through March to be charged at an additional 20% of the monthly rate for both residential and commercial customers.
- b. Winter Surcharge for Home Owners Associations that use cart service from May through October to be charged \$2.00 per cart per month for carts not being used from November through April.
- c. 30-gal carts for the elderly will be negotiated between the hauler and the resident.

### **6. The following notes apply to Western Solid Waste Customers Only:**

- a. Furniture & Appliances: Prices will be determined by item depending on weight and density.

7. Side yard charge is allowed when the Customer requires the driver to empty a container that is more than 10 feet from where the collection vehicle has access to the service location (such as a curb or enclosure at the home or business).

8. Charges for key, enclosure, gate, long walk, and drive-in service charges are not cumulative pickup charges. The CONTRACTOR's rates for a Customer requiring one or more of the five special services will be a maximum rate (as specified in the table) per pickup for any combination of the following five service categories.

9. "Key or code charge" is allowed when the Customer requires the driver to carry a key and unlock a lock to empty the container. Key or code charges do not apply if a Customer's lock is left in the unlocked position.

10. "Enclosure charge" is allowed when the Customer requires that the driver remove a container from an enclosure to empty it and replace it when emptied.

11. "Gate service charge" is allowed when the Customer requires the driver to open a closed or locked gate in order to empty a container.

12. "Drive-in charge" is allowed when the Customer requires the CONTRACTOR to drive up long driveways (in excess of 40 feet up to 0.25 mile) to empty a container. Over 0.25 mile negotiated between customer and hauler.

13. "Cart or bin switch" charges are allowed when a Customer requests a change in the size of a cart or bin more than once per year per container. All Customers may switch the size of any cart or bin once per year without charge.



### **Notes for Special Services (Cont'd).:**

14. "Replacement of damaged" a charge is allowed when a Customer requires the replacement of a cart that was accidentally damaged by Customer or due to Customer negligence. The replacement charge shall be at a flat rate for a cart of any size (30, 60 or 90 gallons) due to Customer negligence. CONTRACTOR shall replace any cart which is stolen or becomes unusable by reason of normal wear and tear or damage by Collection operations at no charge for the replacement during any twelve (12)-month period.
15. All Bin Customers are eligible for recycling collection services equal to the amount of solid waste collection services that they subscribe to at no extra charge. All Cart Customers are eligible for up to 90 gallons of recycling collection service at no extra charge regardless of their level of solid waste collection service (30, 60 or 90 gallons). CONTRACTOR may charge for recycling collection services in excess of the equivalent amount of solid waste collection services that a customer subscribes to (e.g., if the customer subscribes to 1 CY of solid waste collection and would like 2 CY of recycling collection, the Customer would receive 1 CY yard of recycling collection at no extra charge and the CONTRACTOR may charge for 1 CY of recycling collection).
16. Overfilled container and contamination special service rates may be imposed upon following the process indicated in Exhibit B, Section 6 of the ESAP Agreement.
17. For contaminated recycling and organics containers serviced next day, the rate in Zones 2b and 3 are structured as a base charge for the first cubic yard, plus an additional charge per cubic yard thereafter.
18. Elevation Surcharge for Customers above 4,000 foot elevation.
19. Off road surcharge for Customers on roads that are not improved, roads that are not maintained (such as dirt, gravel and/or paved, non-County roads), and/or easement roads.

## EXHIBIT L

### QUARTERLY CALCULATION AND EXAMPLE OF RECYCLING SURCHARGE

#### 1) Recycling Surcharge Formula:

$$\frac{(\text{Recycling Tons Collected} - \text{CRV items (calculated at 3.75\%)}) \times \text{Net Market Value of Recyclables}^*}{\text{ESAP Revenues}} = \text{Recycling Surcharge}$$

#### 2) Example calculation of Recycling Surcharge:

	Step/Data Point	Calculation
A	Recycling Tonnage reported	4,171
B	Adjusted Tonnage (Recycled tons minus 3.75%)	4,014
C	Net Market Value of Recyclables, per ton	-\$56.00*
D	Total Net Market Value of Recyclables (B) X (C)	-\$224,784
E	ESAP Revenues for preceding reporting period	\$6,229,726
F	<b>Recycling Surcharge (D) ÷ (E)</b>	<b>3.61%</b>

\*Net Market Value of Recyclables, per ton (C) is calculated as follows:

**3 Month Average of ((Weighted Value of Mixed Paper/ton\*\*) + (Weighted Value of OCC/ton\*\*)) = Net Market Value of Recyclables/ton**

\*\* Weighted Values of mixed paper and Old Corrugated Containers (OCC) are derived from the recycled fiber market index (PPI Recovered Paper – Export Market Index, Mixed Paper & Old Corrugated Containers (OCC), Los Angeles and/or San Francisco/Oakland commodity designation), and related processing costs.

#### 3) Timeline of Recycling Surcharge Calculation and Effective Date:

	Reporting Period End Date	Quarterly Recycling Surcharge Effective Date	Quarterly Recycling Surcharge End Date
1	September 30, 2019	January 1, 2020	March 31, 2020
2	December 31, 2019	April 1, 2020	June 30, 2020
3	March 31, 2020	July 1, 2020	September 30, 2020
4	June 30, 2020	October 1, 2020	December 31, 2020
5	September 30, 2020	January 1, 2021	March 31, 2021
6	December 31, 2020	April 1, 2021	June 30, 2021
7	March 31, 2021	July 1, 2021	September 30, 2021
8	June 30, 2021	October 1, 2021	December 31, 2021
9	September 30, 2021	January 1, 2022	March 31, 2022
10	December 31, 2021	April 1, 2022	June 30, 2022
11	March 31, 2022	July 1, 2022	September 30, 2022
12	June 30, 2022	October 1, 2022	December 31, 2022
13	September 30, 2022	January 1, 2023	March 31, 2023
14	December 31, 2022	April 1, 2023	June 30, 2023
15	March 31, 2023	July 1, 2023	September 30, 2023
16	June 30, 2023	October 1, 2023	December 31, 2023
17	September 30, 2023	January 1, 2024	March 31, 2024
18	December 31, 2023	April 1, 2024	June 30, 2024
19	March 31, 2024	July 1, 2024	September 30, 2024
20	June 30, 2024	October 1, 2024	December 31, 2024
21	September 30, 2024	January 1, 2025	March 31, 2025
22	December 31, 2024	April 1, 2026	June 30, 2025