

**AMENDMENT TO
AMENDED AND RESTATED AGREEMENT
BETWEEN THE CITY OF GRIDLEY AND USA WASTE OF CALIFORNIA, INC.**

THIS AMENDMENT TO AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF GRIDLEY AND USA WASTE OF CALIFORNIA, INC. (the “Amendment”) is entered into as of December __, 2021, by and between the City of Gridley (“City”) and USA WASTE OF CALIFORNIA, INC. (“Company”). City and Company are referred to herein, individually, as a “Party” and jointly as the “Parties”.

RECITALS

- A. On March 1, 2013, the Parties entered into an Amended and Restated Agreement between the City of Gridley and USA Waste of California, Inc. for Collection of Solid Waste, Recyclables, Green Waste, and Transfer Station Operation Services (the “Agreement”). The Agreement has been amended twice to extend its term, which is currently scheduled to expire December 31, 2021.
- B. The Parties now desire to further amend the Agreement to extend its term, among other things, as provided in this Amendment.

NOW THEREFORE, for good and value consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Term of Agreement. Section II(D) of the Agreement is replaced in its entirety by the following: “The initial term of this Franchise Agreement shall be for the period commencing on the Effective Date and ending at 11:59 pm on December 31, 2023.”
- 2. Exhibit 2. Effective January 1, 2022, Company rates set forth in Exhibit 2 are replaced by the Exhibit 2 attached hereto.
- 3. CPI Adjustment. Section VI.B. of the Agreement is hereby replaced by the following:

The Service Rates and Transfer Station rates set forth in Exhibit 2 shall be adjusted on January 1st of each year, beginning January 1, 2022 and annually thereafter to reflect one-hundred percent (100%) of the annual change in the Consumer Price Index, series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics (CPI). This annual adjustment to the rates will be based on 100-percent of the annual percentage change in the CPI for September of the current year as compared to September of the prior year (CPI 100% Rate Adjustment Factor). Annual CPI adjustments shall have a 2% floor and 5% cap. If an annual CPI adjustment would otherwise be lower than 2% or above 5%, such difference will be applied to the following year’s CPI adjustment. For example, if a CPI adjustment would be 6% if not for the cap,

the adjustment shall be 5%, and 1% shall be added to the following year's CPI adjustment. This adjustment shall not apply to that portion of the rates related to Processing Facility Tip Fees (Processing Fees) and Solid Waste Disposal fees (Landfill Tip Fees) that are not regulated by the Company or an affiliate of the Company but shall apply to any such fees that are regulated by the Company or an affiliate of the Company (e.g., Processing Fees for Recyclable Materials processed at the Company's North Valley Disposal and Recycling Material Recovery Facility). Any Processing Fees and Landfill Tip Fees that are not regulated by the Company or an affiliate of the Company shall be adjusted in proportion to any changes in said fees, if and when such changes occur. No other adjustment to this portion of the rates will occur. The Company shall submit a formal Request for Rate Adjustment to the City on an annual basis no later than November 1st of the current year.

4. Contamination and Overage. The following is hereby added as Section VI.H of the Agreement:

H. CONTAMINATION; OVERAGE.

1. Definitions:

- a. Contamination: Materials placed in a Recyclable Materials container other than Recyclable Materials, or material placed in an Green Waste container other than Green Waste.
- b. Overage: (i) Solid Waste, Recyclable Materials or Green Waste exceeding its container's intended capacity such that the lid is lifted (or would be lifted if lowered) or (ii) Solid Waste, Recyclable Materials or Green Waste placed on top of or in the immediate vicinity of the container, in bags or otherwise.

2. **Roll-Out Period – Education and Outreach.** Starting _____, 2022 and ending on 60 days later (the "Roll-Out Period"), Company shall provide an education program designed to minimize instances of Contamination and Overage. During the Roll-Out Period, where Company documents that a particular customer has Contamination or Overage, Company shall collect the offending container (where it can be done safely and excluding material laying on ground) and provide an electronic notice to the customer (if such contact information is provided by customer) with the following information (a "Violation Notice"):

- a. Date of the offense;
- b. Description of the offense;
- c. If available, a photograph or video (or link to photograph or video);
- d. A description of the materials that are appropriate for collection in said container and a link to view online with educational materials; and
- e. A website to obtain additional information and/or receive responses to questions the customer may have.

During the Roll-Out Period, Company shall not impose a Contamination or Overage Charge.

3. **Post Roll-Out Period.** The following shall apply after the Roll-Out Period:

a. **Contamination.**

i. **First and Second Occurrences.** Company shall service containers with Contamination except where there is visible Excluded Waste. Company shall provide a Violation Notice, where such contact information has been provided.

j. **Third and Subsequent Occurrences.** Company may opt to not collect Recyclable Materials or Green Waste containers with Contamination; in such event, the customer may request the container be collected as Solid Waste, and an additional fee will apply. Alternatively, Company may collect a container with Contamination and invoice the customer a Contamination Charge in the amount set forth in Exhibit A. In either case, the Company shall provide a Violation Notice where such electronic contact information has been provided.

b. **Overage.** Company may opt to not collect Overage, unless caused by Company spillage of non-overloaded containers during collection; in such event, the customer may correct the Overage and request that Company return to service the container (an additional fee will apply). Alternatively, Company may collect the container with Overage and invoice the customer an Overage Charge in the amount set forth in Exhibit A. In either case, the Company shall provide a Violation Notice where such electronic contact information has been provided. If there have been more than three instances of Overage in any 12-month period for a particular service (i.e., Solid Waste, Recyclable Materials, or Green Waste), Company may increase the customer's service level (i.e., larger container or more frequent service) to mitigate the Overage, and may increase the charges to such Customer according to the increased service level.

c. **Overweight Containers.** The Company may refuse to collect any Solid Waste, Recyclable Materials, or Green Waste Container which the Company reasonably believes to be overweight. A container shall be considered "overweight" if the total weight of the container and contents exceeds two times the volume capacity of said container (e.g., 192 pounds for a 96-gallon Cart). The Company shall provide notification to the customer regarding each instance of non-collection.

5. **Bad Debt.** City will work collaboratively with Company to reduce Customer bad debt, including implementation a lien program on delinquent customer accounts to the extent feasible.

6. **SB 1383.** City will obtain a waiver from CalRecycle from the requirements of SB 1383. Before any SB 1383 requirements are imposed on Company regarding this Agreement, the parties will negotiate amendments to this Agreement, including additional compensation to Company to offset its increased costs to perform such requirements.

7. Except as expressly provided herein, all other terms and conditions set forth in the Agreement shall remain unchanged.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto execute this Amendment as of the date first set forth above. Each individual executing this Amendment in a representative capacity for a party warrants the authority to do so and to bind principals.

COMPANY:

USA Waste of California, Inc.

By: _____

Name: _____

Title: _____

CITY:

City of Gridley

By: _____

Name: _____

Title: _____

EXHIBIT 2

Company Service Rates effective 1/1/2022

(See Attached)



**CITY OF GRIDLEY
Annual Rate Adjustment
Effective 1/1/2022
Residential Rates**

Adjustment
5.00%

Residential Carts			
Service	Current Rate	Adjustment	Proposed Rate
35 gallon - Senior	\$18.80	\$0.94	\$19.74
35 gallon	\$22.35	\$1.12	\$23.47
64 gallon	\$25.84	\$1.29	\$27.13
95 gallon	\$30.22	\$1.51	\$31.73
Add'l 35 gallon	\$11.17	\$0.56	\$11.73
Add'l 64 gallon	\$12.92	\$0.65	\$13.57
Add'l 90 gallon	\$15.11	\$0.76	\$15.87

Extra Pickup Charges			
Service	Current Rate	Adjustment	Proposed Rate
35 gallon	\$9.17	\$0.46	\$9.63
64 gallon	\$10.53	\$0.53	\$11.06
95 gallon	\$10.53	\$0.53	\$11.06
Bag	\$4.92	\$0.25	\$5.17

Ancillary Charges			
Service	Current Rate	Adjustment	Proposed Rate
Long walk service. Up to 100 feet	\$10.69	\$0.53	\$11.22
Long walk service. 101 to 200 feet	\$21.42	\$1.07	\$22.49
Overfull Container (Snapshot)			\$10.00
Contamination charge			\$12.00
Extra Pickup / Go Back Charge	\$48.91	\$2.45	\$51.36
Replace lost or stolen cart	\$92.39	\$4.62	\$97.01
Replace or Exchange damaged container (not caused by WM)	\$92.39	\$4.62	\$97.01
Account reactivation charge (from bad pay) - no cart delivery	\$48.91	\$2.45	\$51.36
Account reactivation charge (from bad pay) - w/ cart delivery	\$86.97	\$4.35	\$91.32
Late Payment charge	2.5% of balance (\$5.00 min. Chg.)	N/A	2.5% of balance (\$5.00 min. Chg.)



CITY OF GRIDLEY
Annual Rate Adjustment
Effective 1/1/2022
Commercial Rates

Adjustment
5.00%

Commercial Carts	Current Rate	Adjustment	Proposed Rate
35 gallon	\$29.99	\$1.50	\$31.49
64 gallon	\$42.24	\$2.11	\$44.35
95 gallon	\$73.07	\$3.65	\$76.72
Add'l 35 gallon	\$28.86	\$1.44	\$30.30
Add'l 64 gallon	\$42.24	\$2.11	\$44.35
Add'l 90 gallon	\$73.07	\$3.65	\$76.72

Commercial Bin Rates - Quantity 1	1 x Week		2 x Week		3 x Week		4 x Week		5 x Week		6 x Week	
	Current Rate	Proposed Rate	Current Rate	Proposed Rate	Current Rate	Proposed Rate	Current Rate	Proposed Rate	Current Rate	Proposed Rate	Current Rate	Proposed Rate
1 Yard	\$130.74	\$137.28	\$210.93	\$221.48	\$291.17	\$305.73	\$371.37	\$389.94	\$451.58	\$474.16	\$575.41	\$604.18
1.5 Yard	\$160.22	\$168.23	\$260.61	\$273.64	\$359.97	\$377.97	\$460.38	\$483.40	\$559.74	\$587.73	\$713.06	\$748.71
2 Yard	\$210.36	\$220.88	\$342.71	\$359.85	\$475.02	\$498.77	\$607.35	\$637.72	\$738.55	\$775.48	\$942.05	\$989.15
3 Yard	\$260.53	\$273.56	\$424.73	\$445.97	\$588.95	\$618.40	\$754.30	\$792.02	\$918.50	\$964.43	\$1,172.18	\$1,230.79
4 Yard	\$309.59	\$325.07	\$506.79	\$532.13	\$704.06	\$739.26	\$901.19	\$946.25	\$1,098.39	\$1,153.31	\$1,401.16	\$1,471.22
5 Yard	\$359.78	\$377.77	\$588.87	\$618.31	\$819.05	\$860.00	\$1,048.15	\$1,100.56	\$1,277.27	\$1,341.13	\$1,630.16	\$1,711.67
6 Yard	\$409.95	\$430.45	\$672.01	\$705.61	\$933.01	\$979.66	\$1,195.11	\$1,254.87	\$1,457.18	\$1,530.04	\$1,859.18	\$1,952.14
8 Yard	\$509.16	\$534.62	\$836.13	\$877.94	\$1,162.01	\$1,220.11	\$1,489.00	\$1,563.45	\$1,815.93	\$1,906.73	\$2,318.28	\$2,434.19

Commercial Bin Rates - Quantity 2	1 x Week		2 x Week		3 x Week		4 x Week		5 x Week		6 x Week	
	Current Rate	Proposed Rate	Current Rate	Proposed Rate	Current Rate	Proposed Rate	Current Rate	Proposed Rate	Current Rate	Proposed Rate	Current Rate	Proposed Rate
1 Yard	\$255.06	\$267.81	\$415.44	\$436.21	\$575.86	\$604.65	\$736.27	\$773.08	\$897.81	\$942.70	\$1,144.34	\$1,201.56
1.5 Yard	\$313.92	\$329.62	\$513.63	\$539.31	\$713.41	\$749.08	\$913.19	\$958.85	\$1,112.99	\$1,168.64	\$1,419.63	\$1,490.61
2 Yard	\$414.23	\$434.94	\$678.92	\$712.87	\$942.43	\$989.55	\$1,207.13	\$1,267.49	\$1,471.71	\$1,545.30	\$1,878.74	\$1,972.68
3 Yard	\$513.49	\$539.16	\$843.01	\$885.16	\$1,172.53	\$1,231.16	\$1,501.03	\$1,576.08	\$1,830.55	\$1,922.08	\$2,336.73	\$2,453.57
4 Yard	\$613.83	\$644.52	\$1,007.08	\$1,057.43	\$1,401.65	\$1,471.73	\$1,794.83	\$1,884.57	\$2,189.19	\$2,298.65	\$2,795.84	\$2,935.63
5 Yard	\$713.11	\$748.77	\$1,172.36	\$1,230.98	\$1,630.53	\$1,712.06	\$2,089.81	\$2,194.30	\$2,548.09	\$2,675.49	\$3,253.83	\$3,416.52
6 Yard	\$813.40	\$854.07	\$1,336.43	\$1,403.25	\$1,859.53	\$1,952.51	\$2,383.75	\$2,502.94	\$2,906.82	\$3,052.16	\$3,712.98	\$3,898.63
8 Yard	\$1,011.84	\$1,062.43	\$1,665.78	\$1,749.07	\$2,318.61	\$2,434.54	\$2,971.48	\$3,120.05	\$3,624.30	\$3,805.52	\$4,630.07	\$4,861.57

Commercial Bin Rates - Quantity 3	1 x Week		2 x Week		3 x Week		4 x Week		5 x Week		6 x Week	
	Current Rate	Proposed Rate	Current Rate	Proposed Rate	Current Rate	Proposed Rate	Current Rate	Proposed Rate	Current Rate	Proposed Rate	Current Rate	Proposed Rate
1 Yard	\$378.21	\$397.12	\$619.90	\$650.90	\$860.56	\$903.59	\$1,102.28	\$1,157.39	\$1,342.92	\$1,410.07	\$1,713.28	\$1,798.94
1.5 Yard	\$468.75	\$492.19	\$767.77	\$806.16	\$1,066.90	\$1,120.25	\$1,366.00	\$1,434.30	\$1,666.26	\$1,749.57	\$2,126.20	\$2,232.51
2 Yard	\$618.10	\$649.01	\$1,014.04	\$1,064.74	\$1,410.95	\$1,481.50	\$1,808.00	\$1,898.40	\$2,203.78	\$2,313.97	\$2,814.31	\$2,955.03
3 Yard	\$767.55	\$805.93	\$1,261.27	\$1,324.33	\$1,755.00	\$1,842.75	\$2,248.82	\$2,361.26	\$2,742.60	\$2,879.73	\$3,502.42	\$3,677.54
4 Yard	\$916.94	\$962.79	\$1,507.37	\$1,582.74	\$2,099.23	\$2,204.19	\$2,689.56	\$2,824.04	\$3,280.04	\$3,444.04	\$4,189.42	\$4,398.89
5 Yard	\$1,066.39	\$1,119.71	\$1,754.75	\$1,842.49	\$2,443.11	\$2,565.27	\$3,130.38	\$3,286.90	\$3,818.87	\$4,009.81	\$4,877.53	\$5,121.41
6 Yard	\$1,215.76	\$1,276.55	\$2,000.87	\$2,100.91	\$2,786.06	\$2,925.36	\$3,572.39	\$3,751.01	\$4,357.53	\$4,575.41	\$5,565.66	\$5,843.94
8 Yard	\$1,514.53	\$1,590.26	\$2,494.33	\$2,619.05	\$3,474.14	\$3,647.85	\$4,454.01	\$4,676.71	\$5,433.74	\$5,705.43	\$6,940.77	\$7,287.81

Multi-Unit Residential Bin Rates	1 x Week		2 x Week		3 x Week		4 x Week		5 x Week		6 x Week	
	Current Rate	Proposed Rate	Current Rate	Proposed Rate	Current Rate	Proposed Rate	Current Rate	Proposed Rate	Current Rate	Proposed Rate	Current Rate	Proposed Rate
1 Yard	\$116.08	\$121.88	\$186.76	\$196.10	\$257.44	\$270.31	\$328.09	\$344.49	\$398.76	\$418.70	\$504.39	\$529.61
1.5 Yard	\$141.98	\$149.08	\$229.44	\$240.91	\$316.95	\$332.80	\$405.52	\$425.80	\$493.02	\$517.67	\$625.11	\$656.37
2 Yard	\$186.22	\$195.53	\$301.77	\$316.86	\$418.40	\$439.32	\$535.04	\$561.79	\$650.57	\$683.10	\$825.94	\$867.24
3 Yard	\$229.37	\$240.84	\$374.05	\$392.75	\$518.75	\$544.69	\$663.45	\$696.62	\$808.10	\$848.51	\$1,026.77	\$1,078.11
4 Yard	\$273.62	\$287.30	\$446.36	\$468.68	\$620.20	\$651.21	\$792.90	\$832.55	\$966.72	\$1,015.06	\$1,226.47	\$1,287.79
5 Yard	\$316.79	\$332.63	\$518.66	\$544.59	\$720.51	\$756.64	\$922.41	\$968.53	\$1,124.28	\$1,180.49	\$1,427.32	\$1,498.69
6 Yard	\$361.04	\$379.09	\$590.94	\$620.49	\$821.98	\$863.08	\$1,051.90	\$1,104.50	\$1,281.82	\$1,345.91	\$1,628.14	\$1,709.55
8 Yard	\$448.42	\$470.84	\$735.53	\$772.31	\$1,022.64	\$1,073.77	\$1,310.85	\$1,376.39	\$1,597.96	\$1,677.86	\$2,029.78	\$2,131.27

Commercial Recycling	Current Rate	Proposed Rate
64 Gallon - EOW		\$28.00
2 Yard - 1xWeek		\$83.00
3 Yard - 1xWeek		\$88.00
4 Yard - 1xWeek		\$95.00
6 Yard - 1xWeek		\$108.00

Extra Pickup Charges	Current Rate	CPI Adjustment	Proposed Rate
35 gallon	\$9.43	\$0.47	\$9.90
64 gallon	\$10.83	\$0.54	\$11.37
95 gallon	\$10.83	\$0.54	\$11.37
Bag	\$5.04	\$0.25	\$5.29
1 Yard	\$57.07	\$2.85	\$59.92
1.5 Yard	\$67.90	\$3.40	\$71.30
2 Yard	\$84.57	\$4.23	\$88.80
3 Yard	\$111.25	\$5.56	\$116.81
4 Yard	\$131.51	\$6.58	\$138.09
5 yard	\$153.19	\$7.66	\$160.85
6 Yard	\$174.88	\$8.74	\$183.62
7 Yard	\$196.58	\$9.83	\$206.41
8 Yard	\$218.20	\$10.91	\$229.11

Ancillary Charges	Current Rate	Adjustment	Proposed Rate
Extra pickup non-service day Trip Charge	\$108.69	\$5.43	\$114.12
Contamination Bin			\$55.00
Contamination Cart			\$17.00
Lock bar and lock - one time installation charge	\$146.73	\$7.34	\$154.07
Lock service charge	\$1.08	\$0.05	\$1.13
Container clean/exchange	\$163.06	\$8.15	\$171.21
Replace lost or stolen container	WM Replacement Cost + 25%	N/A	WM Replacement Cost + 25%
Replace container. Damage not caused by WM	WM Replace/Repair Cost + 25%	N/A	WM Replace/Repair Cost + 25%
Overfull Bin (Snapshot)			\$80.00
Overfull Cart (Snapshot)			\$15.00
Account reactivation charge (from bad pay) - no delivery	\$48.91	\$2.45	\$51.36
Account reactivation charge (from bad pay) - w/ delivery	\$211.97	\$10.60	\$222.57
Late Payment charge	2.5% of balance (\$5.00 min. Chg.)	N/A	2.5% of balance (\$5.00 min. Chg.)



**CITY OF GRIDLEY
Annual Rate Adjustment
Effective 1/1/2022
Debris Box Rates**

Adjustment
5.00%

Debris Box - Municipal Solid Waste			
Service	Current Rate	Adjustment	Proposed Rate
20 Yard - MSW	\$429.98	\$21.50	\$451.48
30 Yard - MSW	\$486.79	\$24.34	\$511.13
40 Yard - MSW	\$547.64	\$27.38	\$575.02
20 Yard - Tires	\$859.99	\$43.00	\$902.99
30 Yard - Tires	\$972.21	\$48.61	\$1,020.82
40 Yard - Tires	\$1,254.82	\$62.74	\$1,317.56

Debris Box - Clean Recyclable Materials			
Service	Current Rate	Adjustment	Proposed Rate
20 Yard - Wood or Metal	\$262.37	\$13.12	\$275.49
30 Yard - Wood or Metal	\$296.13	\$14.81	\$310.94
40 Yard - Wood or Metal	\$325.88	\$16.29	\$342.17
20 Yard - Masonry	\$262.37	\$13.12	\$275.49
10 Yard - Concrete	\$279.90	\$14.00	\$293.90

Ancillary Fees			
Service	Current Rate	Adjustment	Proposed Rate
Demurrage - Per Day	\$15.13	\$0.76	\$15.89
Waste Trip Charge	\$56.32	\$2.82	\$59.14
Compactor - Per Yard	\$27.02	\$1.35	\$28.37
Delivery	\$163.06	\$8.15	\$171.21
Exchange	\$163.06	\$8.15	\$171.21
Trip Charge	\$163.06	\$8.15	\$171.21
Relocate	\$163.06	\$8.15	\$171.21
Removal	\$163.06	\$8.15	\$171.21
Excessive Net Weight	\$760.89	\$38.04	\$798.93
Replace lost or stolen Roll Off Box	WM Replacement Cost + 25%	N/A	WM Replacement Cost + 25%
Replace Roll Off Box. Damage not caused by WM	WM Replace/Repair Cost + 25%	N/A	WM Replace/Repair Cost + 25%
Account reactivation charge (from bad pay) - no delivery	\$48.25	\$2.41	\$50.66
Account reactivation charge (from bad pay) - w/ delivery	\$160.85	\$8.04	\$168.89
Late Payment charge	2.5% of balance (\$5.00 min. Chg.)	N/A	2.5% of balance (\$5.00 min. Chg.)



CITY OF GRIDLEY
Annual Rate Adjustment
Effective 1/1/2022
Ord Ranch Transfer Station

Adjustment Factor	5.00%
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ORD Ranch Road Transfer Station Rate Schedule				
Service	Current Rate	Increase	Proposed Rate	Rounded Rate (to nearest dollar)
Minimum Charge	\$12.38	\$0.62	\$13.00	\$13.00
Up to 2 barrels	\$12.38	\$0.62	\$13.00	\$13.00
Up to 3 cans	\$12.38	\$0.62	\$13.00	\$13.00
Any size pickup	\$25.98	\$1.30	\$27.28	\$27.00
Bulky Items (each)	\$21.37	\$1.07	\$22.44	\$22.00
Appliances with Freon	\$46.70	\$2.34	\$49.04	\$49.00
Appliances without Freon	\$21.37	\$1.07	\$22.44	\$22.00
CRT's / Televisions up to 31" *	\$0.00	\$0.00	\$0.00	\$0.00
Wire (per approx yard)	\$18.48	\$0.92	\$19.40	\$19.00
Car Tires	\$6.31	\$0.32	\$6.63	\$7.00
Truck Tires	\$18.48	\$0.92	\$19.40	\$19.00

*(for Televisions over 32" call City offices for appropriate disposal)