

**SEVENTH AMENDMENT
TO RESIDENTIAL SOLID WASTE AGREEMENT FOR
INTEGRATED SOLID WASTE MANAGEMENT SERVICES**

BURRTEC WASTE INDUSTRIES, INC.

THIS SEVENTH AMENDMENT TO RESIDENTIAL SOLID WASTE AGREEMENT BETWEEN CITY OF RIVERSIDE AND BURRTEC WASTE INDUSTRIES, INC., FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES ("Seventh Amendment") is made and entered into this ____ day of _____, 20____, by and between the CITY OF RIVERSIDE, a charter city and municipal corporation ("City") and BURRTEC WASTE INDUSTRIES, INC., a California corporation ("Company").

RECITALS

WHEREAS, on May 11, 2001, City and Company entered into that certain Residential Solid Waste Agreement for Integrated Solid Waste Management Services ("Agreement"); and

WHEREAS, on April 13, 2004, City and Company entered into a First Amendment to Residential Solid Waste Agreement for Integrated Solid Waste Management Services ("First Amendment") to add an additional day to permit a re-route of its services; and

WHEREAS, on January 1, 2007, City and Company entered into a Second Amendment to Residential Solid Waste Agreement for Integrated Solid Waste Management Services ("Second Amendment") to enact Consumer Price Index adjustments, provide for the provision of a new low emission alternative fuel fleet, and modify certain operational provisions; and

WHEREAS, on November 8, 2016, City and Company entered into a Third Amendment to Residential Solid Waste Agreement for Integrated Solid Waste Management Services ("Third Amendment") to extend the term of the Agreement for one (1) year to December 31, 2017.

WHEREAS, on December 19, 2017, City and Company entered into a Fourth Amendment to Residential Solid Waste Agreement for Integrated Solid Waste Management Services ("Fourth Amendment") to extend the term of the Agreement for one (1) year to December 31, 2018.

WHEREAS, on October 19, 2018, City and Company entered into a Fifth Amendment to Residential Solid Waste Agreement for Integrated Solid Waste Management Services ("Fifth Amendment") to extend the term of the Agreement for Eighteen (18) months from January 1, 2019 to June 30, 2020.

WHEREAS, on June 18, 2020, the City and Company entered into a Sixth Amendment to Residential Solid Waste Agreement for Integrated Solid Waste Management Services ("Sixth Amendment") to extend the term of the Agreement for two (2) years to June 30, 2022 with the option to extend the agreement for one additional year to June 30, 2023.

WHEREAS, City and Company now desire to exercise the option to extend the term of the Agreement to June 30, 2023 and provide for the collection of food waste.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, City and Company agree as follows:

1. Article 1, "Definitions," is hereby amended to add the following definitions:

1.32 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), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time.

1.33 AB 341

"AB 341" means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), also commonly referred to as "AB 341", as amended, supplemented, superseded, and replaced from time to time.

1.34 Comingled Green Waste

"Comingled Green Waste" is Green Waste and Food Waste that has been collected from the designated Green Waste Carts with the Food Waste separately bagged and placed inside the Green Waste Cart.

1.35 Food Waste

"Food Waste" means solid, semisolid, and liquid food, such as, fruit, vegetables, cheese, meat, bones, poultry, seafood, bread, rice, pasta, and oils; coffee grounds and filters and tea bags; cut flowers and herbs; and any putrescible matter produced from human or animal food production, preparation, and consumption activities. Food waste includes food-soiled paper.

1.36 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 food waste.

1.37 SB 1383

"SB 1383" means Senate Bill 1383 (Lara, Chapter 395, Statutes of 2016), and its accompanying regulations, also commonly referred to as "SB 1383", as amended, supplemented, superseded, and replaced from time to time.

2. Section 2.4, "Term of Collection Service," is hereby amended to extend the term of the Agreement through June 30, 2023.

3. Article 3 is amended to add section 3.3.4, Food Waste Program, as follows:

3.3.4 Food Waste Program

Company shall provide weekly service for the collection of Food Waste through its existing automated Green Waste Collection, as Comingled Green Waste. Food Waste shall be bagged separate from Green Waste and placed within the City issued Green Waste Carts for Collection by the Company. Only Food Waste bagged and placed in the Carts must be collected.

Food Waste collected as Comingled Green Waste shall be diverted from disposal by transporting to the Robert A. Nelson Transfer Station. The tons of Food Waste collected shall be tracked and reported to the City separately from other waste streams in accordance with Section 7.2.3 of this Agreement.

4. All terms and conditions of the Agreement, First Amendment, Second Amendment Third Amendment, Fourth Amendment, Fifth Amendment, and Sixth Amendment not inconsistent with this Seventh Amendment shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

[Signatures on next page]

IN WITNESS WHEREOF, City and Company have caused this Seventh Amendment to Residential Solid Waste Agreement for Integrated Solid Waste Management Services to be duly executed on the day and year first written above.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

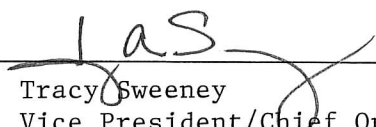
BURRTEC WASTE INDUSTRIES, INC.,
a California corporation

By: _____
City Manager

By: 
Name: Cole Burr
Title: President

ATTEST:

By: _____
City Clerk

By: 
Name: Tracy Sweeney
Title: Vice President/Chief Operating Officer

Certified as to Availability of Funds:

By: 
Chief Financial Officer

APPROVED AS TO FORM:

By: 
Ruthann M. Salera
Deputy City Attorney