

**SIXTH AMENDMENT TO COMMERCIAL NON-EXCLUSIVE
SOLID WASTE AGREEMENT BETWEEN CITY OF RIVERSIDE AND
BURRTEC WASTE INDUSTRIES, INC. FOR
INTEGRATED SOLID WASTE MANAGEMENT SERVICES**

This Sixth Amendment to Commercial Non-Exclusive Solid Waste Agreement between City of Riverside and Burrtec Waste Industries, Inc. ("Sixth Amendment"), is made and entered into this ____ day of _____, 2020, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City") and BURRTEC WASTE INDUSTRIES, INC., a California corporation, 9890 Cherry Avenue, Fontana, California 92335 ("Company") with respect to the following facts:

RECITALS

WHEREAS, on May 11, 2001, City and Company entered into that certain Commercial Non-Exclusive Solid Waste Agreement between City of Riverside and Burrtec Waste Industries, Inc. wherein Company agreed to provide commercial waste hauling services within the City limits from May 12, 2001 through May 11, 2008; and

WHEREAS, on July 22, 2003, City and Company entered into that certain First Amendment to Commercial Non-Exclusive Solid Waste Agreement between City of Riverside and Burrtec Waste Industries, Inc. for Integrated Solid Waste Management Services ("First Amendment") wherein certain terms and conditions of the agreement were modified to more efficiently provide services thereunder; and

WHEREAS, on January 27, 2009, City and Company entered into that certain Second Amendment to Commercial Non-Exclusive Solid Waste Agreement between City of Riverside and Burrtec Waste Industries, Inc. for Integrated Solid Waste Management Services ("Second Amendment") wherein the Agreement was extended through June 30, 2018, and its terms and conditions were substantially modified; and

WHEREAS, on February 18, 2010, City and Company entered into that certain Third Amendment to Commercial Non-Exclusive Solid Waste Agreement between City of Riverside and Burrtec Waste Industries, Inc. for Integrated Solid Waste Management Services ("Third Amendment") wherein the Agreement was amended to include certain additional services that were erroneously deleted in the Second Amendment; and

WHEREAS, on January 25, 2013, City and Company entered into that certain Fourth Amendment to Commercial Non-Exclusive Solid Waste Agreement between City of Riverside and Burrtec Waste Industries, Inc. for Integrated Solid Waste Management Services ("Fourth Amendment") wherein the Agreement was amended to delete certain services that are currently being provided by Company; and

WHEREAS, on January 29, 2018, the City and Company entered into that certain Fifth Amendment to Commercial Non-Exclusive Solid Waste Agreement between City of Riverside and Burrtec Waste Industries, Inc. for Integrated Solid Waste Management Services ("Fifth Amendment") wherein the Agreement was amended to extend the term on a monthly basis for a maximum of five years, until June 30, 2023;

WHEREAS, the First, Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment are collectively referred to herein as the "Agreement;" and

WHEREAS, City and Company desire to amend the Agreement to provide for the provision of organic waste recycling services in compliance with AB 341 and AB 1826.

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:

1.42 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.

1.43 AB 341

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

1.44 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.

1.45 Covered Generator

“Covered Generator” means any business or multifamily residential property subject to the provisions of AB 341, AB 1826, and SB 1383.

1.46 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. Article 1, “Definitions,” is hereby amended as follows:

1.38 Solid Waste

“Solid Waste” means all Putrescible and non-Putrescible Refuse, Recyclable Material, Green Waste, and Organic Waste, and as otherwise defined in Public Resources Code §40191.

3. Sub-Section 4.2.1, “Collection” of Section 4.2, “Recycling Services” is hereby amended in its entirety as follows:

4.2.1 Collection

The Company must provide Recycling Collection service to all Covered Generators. The Company shall provide Recycling Bins in sufficient quantities to meet the Recycling Collection needs of each Customer, but in no event shall service fall below the minimum service levels set out in the applicable rate schedule adopted by the City. The Company shall notify all Customers each year of the availability of Recycling Collection programs in accordance with Section 8.3.1.e and provide education as to the proper segregation of Recycling Materials for generators to comply with AB 341 and AB 1826 and SB 1383.

4. Sub-section 4.2.2, “Collection Rates” and sub-section 4.2.3 “Warning Notices” of Section 4.2, “Recycling Services” are hereby amended in their entirety as follows:

4.2.2 Collection Rates

The Company shall charge a rate representing the actual cost of service plus a reasonable profit. In no event shall the Company charge less for recycling than the actual cost of providing such service. If City requests information regarding recycling rates, the Company will provide the information along with supporting cost information for review. In the event the City Council adopts a Recycling

Services Collection rate subsequent to the effective date of this Sixth Amendment, the Company shall charge no more than the City Council adopted rate in accordance with the procedures set out in Article 5 of the Agreement.

4.2.3 Warning Notices

The Company shall warn customers who have non-Recyclable materials in their Recycling Container. The Company may dispose of the contaminated material as refuse. If after two sequential written warnings, the Container continues to be contaminated, Company shall then refer the Customer to the City Public Works Director for administrative enforcement. Sufficient information to determine whether a violation occurred shall be provided to the City, including but not limited to, the name and location of the Customer's Container, the date of any incidents, a description of the contamination observed, the name of the Company representative that observed the contamination, and any other information available to Company requested by the City. Company shall reasonably assist with the City's resulting enforcement efforts.

5. Section 4.2, "Recycling Services" is hereby amended to add the following sub-sections:

4.2.5 Identification of Covered Generators

Company shall determine if each Customer is a Covered Generator and whether each Covered Generator Customer subscribes to Recycling Collection from Company. Company's determination of Covered Generator will be limited to the information attainable from customer service subscriptions with Company. Company shall develop and maintain a current list of every Covered Generator Customer that it provides solid waste collection services to but does not also provide both Recycling and Organic Waste Collection services (Non-Full Service Account List) clearly indicating which services it does and does not provide to each such Covered Generator. Company shall provide a current and up to date Non-Full Service Account List to the City within 30 days of the end of each calendar quarter.

Company shall collect a Waiver or Exemption Form from each Covered Generator Customer that does not subscribe to Recycling and Organic Waste Collection services. Company shall remit all obtained Waiver or Exemptions Forms to the City within 30 days of the end of each calendar quarter. City shall review and approve Waiver or Exemption Forms remitted by Company.

In addition to those Covered Generators the Company identifies based on its customer service subscriptions with Company, the Company shall provide Recycling Collection service to all other accounts that the City determines are Covered Generators.

4.2.6 Reports

In addition to the requirements of Article 8 of the Second Amendment, Contractor shall provide to the City on an annual basis, reports of the customers served, and tons of Recyclable Materials collected, as well as any other information requested by the City necessary to meet the City's reporting obligations for Recycling diversion. Reports shall be in a format as provided by the City.

6. Section 4.13, "Organic Waste Collection and Diversion" is hereby added to the Agreement as follows:

4.13.1 Organic Waste Collection

The Company must provide Organic Waste Collection service to all Covered Generators. The Company shall provide Organic Waste Bins in sufficient quantities to meet the Organic Waste Collection needs of each Customer, but in no event shall service fall below the minimum service levels set out in the applicable rate schedule adopted by the City. Organic Waste Collection service shall be no less than once a week, but no less frequent than necessary to prevent build-up of a public nuisance and shall utilize bins no larger than two cubic yards.

The Company shall notify all Customers each year of the availability of Organic Waste Collection programs and provide education as to the proper segregation of Organic Waste materials for generators to comply with AB 341 and AB 1826 and SB 1383.

4.13.2 Collection Rates

The Company shall charge a rate representing the actual cost of service plus a reasonable profit, except that Green Waste services shall be charged in accordance with section 4.3. In no event shall the Company charge less for Organic Waste than the actual cost of providing such service. If City requests information regarding organic waste rates, the Company will provide the information along with supporting cost information for review. In the event the City Council adopts an Organic Waste Collection rate subsequent to the effective date of this Sixth Amendment, the Company shall charge no more than the City Council adopted rate in accordance with the procedures set out in Article 5 of the Agreement.

4.13.3 Warning Notice

The Company shall warn customers who have non-Organic Waste materials in their Organic Waste Container. The Company may dispose of the contaminated material as refuse. If after two sequential written warnings, the Container continues to be contaminated, Company shall then refer the Customer to the City Public Works Director for administrative enforcement. Sufficient information to determine whether a violation occurred shall be provided to the City, including but not limited to, the name and location of the Customer's Container, the date of any incidents, a description of the contamination observed, the name of the Company representative that observed the contamination, and any other information available to Company requested by the City. Company shall reasonably assist with the City's resulting enforcement efforts.

4.13.4 Marketing of Organic Waste Collection Service

The Company will promote Organic Waste Collection services to all Customers and will provide to the City for approval a comprehensive Organic Waste marketing plan by September 1 of each Rate Year.

4.13.5 Transportation to the Robert A. Nelson Transfer Station

Except as to Green Waste, the Company shall transport all Organic Waste Collected under section 4.13.1 to the Robert A. Nelson Transfer Station. The Company shall maintain complete, accurate and up to date records of the

quantities of Organic Waste transported to the transfer station and will cooperate with the City in any audits or investigations of such quantities. The City reserves the right to designate an alternate location at a later date.

4.13.6 Identification of Covered Generators

Company shall determine if each Customer is a Covered Generator and whether each Covered Generator Customer subscribes to Organic Waste Collection from Company. Company's determination of Covered Generator will be limited to the information attainable from customer service subscriptions with Company. Company shall develop and maintain a current list of every Covered Generator Customer that it provides solid waste collection services to but does not also provide both Recycling and Organic Waste Collection services (Non-Full Service Account List) clearly indicating which services it does and does not provide to each such Covered Generator. Company shall provide a current and up to date Non-Full Service Account List to the City within 30 days of the end of each calendar quarter.

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In addition to those Covered Generators the Company identifies based on its customer service subscriptions with Company, the Company shall provide Organic Waste Collection service to all other accounts that the City determines are Covered Generators.

4.13.7 Reports

In addition to the requirements of Article 8 of the Second Amendment, Contractor shall provide to the City on an annual basis, reports of the customers served, and tons of Organic Waste collected, as well as any other information regarding services provided by Company that is requested by the City necessary to meet the

City's reporting obligations for Organic Waste diversion. Reports shall be in a format as provided by the City.

7. All terms and conditions of the Agreement and amendments thereto not inconsistent with this Sixth Amendment shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.

[Signatures on following page]

IN WITNESS WHEREOF, City and Company have caused this Sixth Amendment to Commercial Non-Exclusive Solid Waste Agreement between City of Riverside and Burrtec Waste Industries, Inc. for Integrated Solid Waste Management Services be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

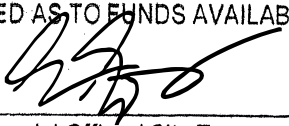
By: _____
City Manager

Attest: _____
City Clerk

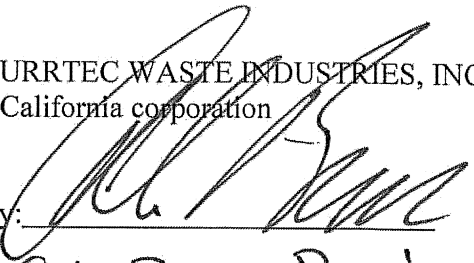
APPROVED AS TO FORM:

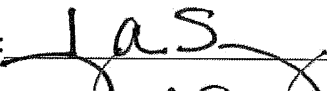
By:  _____
Deputy City Attorney

CERTIFIED AS TO FUNDS AVAILABILITY:

BY:  _____
Chief Financial Officer/ City Treasurer

BURRTEC WASTE INDUSTRIES, INC.,
a California corporation

By:  _____
Cole Burr President
Name and Title

By:  _____
Tracy A. Sweeney
Name and Title Vice President