

**AMENDMENT NO. 3 TO THE
AMENDED AND RESTATED
EXCLUSIVE FRANCHISE AGREEMENT
BETWEEN THE CITY OF CORONA
AND USA WASTE OF CALIFORNIA, INC.
FOR SOLID WASTE HANDLING SERVICES**

This AMENDMENT NO. 3 TO THE AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY OF CORONA AND USA WASTE OF CALIFORNIA, INC. FOR SOLID WASTE HANDLING SERVICES ("Amendment") is dated as of May 17, 2017, and is entered into by and between USA WASTE OF CALIFORNIA, INC., a Delaware corporation ("Contractor") and the CITY OF CORONA, a municipal corporation organized and existing under the laws of the State of California ("City"). Contractor and City are sometimes referred to in this Agreement, individually as "Party" and, collectively as "Parties."

RECITALS

WHEREAS, Contractor and the City entered into an "Amended and Restated Exclusive Franchise Agreement Between the City of Corona and USA Waste of California, Inc. for Solid Waste Handling Services" ("Original Agreement") dated July 5, 2006, wherein the Parties contracted for Contractor to provide exclusive solid waste handling services to the City; and

WHEREAS, Contractor and the City entered into an "Amendment No. 1 to the Amended and Restated Exclusive Franchise Agreement Between the City of Corona and USA Waste of California, Inc. for Solid Waste Handling Services" ("Amendment No. 1") dated June 20, 2007, to modify the procedures for adjusting Contractor's rates for solid waste handling services; and

WHEREAS, Contractor and the City entered into an "Amendment No. 2 to the Amended and Restated Exclusive Franchise Agreement Between the City of Corona and USA Waste of California, Inc. for Solid Waste Handling Services" ("Amendment No. 2") dated June 5, 2009, to delegate authority to Contractor to issue notices for the removal of third-party waste collection containers and to impound such containers under certain conditions pursuant to Corona Municipal Code Section 8.20.085; and

WHEREAS, the Original Agreement, Amendment No. 1 and Amendment No. 2 shall be collectively referred to as the "Agreement" in this Amendment; and

WHEREAS, Section 6 of the Original Agreement requires Contractor to pay a franchise fee to the City equal to 11% of the Contractor's gross revenues; and

WHEREAS, the City has reviewed the franchise fee rates charged by other agencies, as well as the impact of Contractor's waste hauler vehicles on the City's streets and roadways based upon data provided by Contractor and a review of the City's historical maintenance costs, and has determined that services provided to commercial and roll-off customers have a significantly

higher impact on the City's infrastructure and should therefore be subject to a higher franchise fee to help offset those impacts; and

WHEREAS, the City desires to increase the franchise fee from 11% to 15% for commercial and roll-off services provided by Contractor effective August 1, 2017.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Section 6.A of the Agreement is hereby deleted in its entirety and replaced with the following:

"SECTION 6. FRANCHISE FEE AND OTHER CHARGES

A. FRANCHISE FEE

Effective August 1, 2017, a franchise fee of eleven percent (11%) of the Grantee's gross revenues for all services provided by Grantee under this Agreement except for commercial collection services and roll-off collection services shall be payable by Grantee to City 45 days after the close of each quarter of Grantee's fiscal year. Additionally, a franchise fee of fifteen percent (15%) of the Grantee's gross revenues for commercial collection services and roll-off collection services shall be payable by Grantee to City 45 days after the close of each quarter of Grantee's fiscal year. The City may withhold the franchise fees required by this section from any solid waste charges billed directly by City and remitted to Grantee.

Grantee shall prepare a statement reporting gross revenues and invoiced amounts for services provided under this agreement. This statement shall be submitted no later than 45 days after the close of the quarter and be remitted with payment of the franchise fee.

Late payment of franchise fees will be subject to a charge assessed by the City as an amount equal to 10 percent of the amount owed plus 12 percent interest per annum prorated to each day of delinquency. The fines will be documented and processed by the City's finance director and shall be due immediately upon notice."

2. Section 18.C of the Agreement is hereby deleted in its entirety and replaced with the following:

"SECTION 18. COMPENSATION

C. NOTICE OF RATE INCREASES

The Grantee shall provide customers at least 30 days in advance of the beginning of a billing period written notice of the implementation of changes in any of its rates and charges."

3. Exhibit C (Schedule of Rates) of the Agreement is hereby deleted in its entirety and replaced with Exhibit C-1 (Schedule of Rates) attached hereto, which shall become effective as of August 1, 2017.

4. This Amendment shall supersede any term or provision of the Agreement to the contrary, and in the event of a conflict between this Amendment and the Agreement, this Amendment shall control.

5. All other provisions of the Agreement shall remain in full force and effect and shall apply as applicable to this Amendment. This Amendment shall not be given retroactive effect.

[SIGNATURES ON FOLLOWING PAGE]

**CITY'S SIGNATURE PAGE FOR
AMENDMENT NO. 3 TO THE
AMENDED AND RESTATED
EXCLUSIVE FRANCHISE AGREEMENT
BETWEEN THE CITY OF CORONA
AND USA WASTE OF CALIFORNIA, INC.
FOR SOLID WASTE HANDLING SERVICES BETWEEN THE CITY OF CORONA**

IN WITNESS WHEREOF, the City has executed this Amendment No. 3 to the Amended and Restated Exclusive Franchise Agreement as of the 17th day of May, 2017.

CITY OF CORONA

By:


Dick Haley

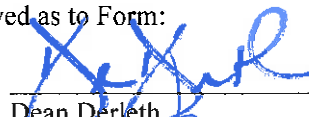
Mayor

Attest:



Lisa Mobley
City Clerk

Approved as to Form:

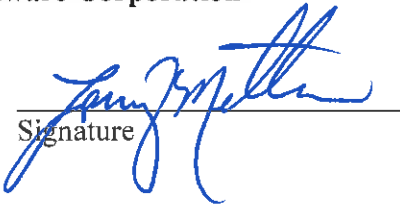


Dean Derleth
City Attorney

CONTRACTOR'S SIGNATURE PAGE FOR
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BETWEEN THE CITY OF CORONA
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FOR SOLID WASTE HANDLING SERVICES BETWEEN THE CITY OF CORONA

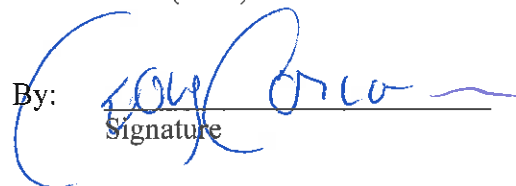
IN WITNESS WHEREOF, Contractor has executed Amendment No. 3 to the Amended and Restated Exclusive Franchise Agreement as of the 17th day of May, 2017.

USA WASTE OF CALIFORNIA, INC.
a Delaware Corporation

By: 
Signature

Larry Metter
Name (Print)

President - Southern California Area
Title (Print)

By: 
Signature

Doug Corcoran
Name (Print)

Vice President
Title (Print)

**Exhibit C-1
City of Corona
Schedule of Rates, Effective August 1, 2017**

Notes:

All rates provided in this Exhibit C-1 may be adjusted further, effective August 1, 2017, in accordance with Section 18.B of the Agreement, as amended.

Commercial disposal component 85 pounds per unit

Residential disposal component 57.79 pounds per unit

Multifamily current 93 lbs per unit

Compactor current 255 lbs per yard

Service Description	Current 2016/2017 Rate
Residential Basic	
Service	\$ 14.93
Disposal	\$ 4.74
Greenwaste	\$ 1.36
Total Per Household	\$ 21.03
Income Qualified	
Service	\$ 9.10
Disposal	\$ 4.95
Greenwaste	\$ 1.36
Total Per Household	\$ 15.41
Multifamily Dwelling	
1st Dwelling	\$ 12.08
2nd Dwelling	\$ 24.14
3rd Dwelling	\$ 34.76
4th Dwelling	\$ 45.29
5th Dwelling	\$ 55.75
6th Dwelling	\$ 66.23
Over 6 units per unit	\$ 12.02
Multifamily Recycling	
Recycling Only	\$ 3.19
Greenwaste Only	\$ 3.77
Greenwaste & Recycling	\$ 6.84
Income Qualified	\$ 2.59
Miscellaneous Residential Charges	
Additional Container - Trash (service and disposal)	\$ 6.16
Additional Container - Recycle	\$ 1.24
Additional Container - Greenwaste (service and processing)	\$ 2.45
Bulky Item Pickup - 1st Item	\$ 18.66
Bulky Item Pickup - Add'l Items	\$ 12.45
E-waste pickups	\$ 29.73
Extra Bag Fee	\$ 4.76
CFC Removal Fee	\$ 35.66
Setup Activation Fee (for customer needing new container)	\$ 14.27
Cart Exchange - in excess of one per year	\$ 17.84

**City of Corona
Schedule of Rates, Effective August 1, 2017**

Commercial Services		
Service Description	Current 2016/2017 Rate	Rate Effective August 1, 2017
2 yard 1x Service	\$ 76.77	\$ 80.38
2 yard 1x Disposal	\$ 13.95	\$ 14.61
2 yard per month	\$ 90.72	\$ 94.99
2 yard 2x Service	\$ 144.79	\$ 151.60
2 yard 2x Disposal	\$ 27.90	\$ 29.21
2 yard per month	\$ 172.69	\$ 180.82
2 yard 3x Service	\$ 211.58	\$ 221.54
2 yard 3x Disposal	\$ 41.85	\$ 43.82
2 yard per month	\$ 253.43	\$ 265.36
2 yard 4x Service	\$ 279.37	\$ 292.52
2 yard 4x Disposal	\$ 55.81	\$ 58.44
2 yard per month	\$ 335.18	\$ 350.95
2 yard 5x Service	\$ 346.27	\$ 362.57
2 yard 5x Disposal	\$ 69.75	\$ 73.03
2 yard per month	\$ 416.02	\$ 435.60
2 yard 6x Service	\$ 422.84	\$ 442.74
2 yard 6x Disposal	\$ 83.70	\$ 87.64
2 yard per month	\$ 506.54	\$ 530.38
3 yard 1x Service	\$ 98.95	\$ 103.61
3 yard 1x Disposal	\$ 20.90	\$ 21.88
3 yard per month	\$ 119.85	\$ 125.49
3 yard 2x Service	\$ 186.60	\$ 195.38
3 yard 2x Disposal	\$ 41.80	\$ 43.77
3 yard per month	\$ 228.40	\$ 239.15
3 yard 3x Service	\$ 272.73	\$ 285.56
3 yard 3x Disposal	\$ 62.70	\$ 65.65
3 yard per month	\$ 335.43	\$ 351.21
3 yard 4x Service	\$ 360.10	\$ 377.05
3 yard 4x Disposal	\$ 83.61	\$ 87.54
3 yard per month	\$ 443.71	\$ 464.59
3 yard 5x Service	\$ 446.31	\$ 467.31
3 yard 5x Disposal	\$ 104.52	\$ 109.44
3 yard per month	\$ 550.83	\$ 576.75
3 yard 6x Service	\$ 545.00	\$ 570.85
3 yard 6x Disposal	\$ 125.41	\$ 131.31
3 yard per month	\$ 670.41	\$ 701.96
4 yard 1x Service	\$ 131.92	\$ 138.13
4 yard 1x Disposal	\$ 27.86	\$ 29.17
4 yard per month	\$ 159.78	\$ 167.30
4 yard 2x Service	\$ 248.80	\$ 260.51
4 yard 2x Disposal	\$ 55.74	\$ 58.36
4 yard per month	\$ 304.54	\$ 318.87
4 yard 3x Service	\$ 363.62	\$ 380.73
4 yard 3x Disposal	\$ 83.61	\$ 87.54
4 yard per month	\$ 447.23	\$ 468.28
4 yard 4x Service	\$ 480.12	\$ 502.71
4 yard 4x Disposal	\$ 111.47	\$ 116.72
4 yard per month	\$ 591.59	\$ 619.43
4 yard 5x Service	\$ 595.06	\$ 623.06
4 yard 5x Disposal	\$ 139.34	\$ 145.90
4 yard per month	\$ 734.40	\$ 768.96
4 yard 6x Service	\$ 726.69	\$ 760.89
4 yard 6x Disposal	\$ 167.21	\$ 175.08
4 yard per month	\$ 893.90	\$ 935.97

**City of Corona
Schedule of Rates, Effective August 1, 2017**

Commercial Services		
Service Description	Current 2016/2017 Rate	Rate Effective August 1, 2017
6 yard 1x Service	\$ 173.58	\$ 181.75
6 yard 1x Disposal	\$ 41.80	\$ 43.77
6 yard per month	\$ 215.38	\$ 225.52
6 yard 2x Service	\$ 326.15	\$ 341.50
6 yard 2x Disposal	\$ 83.59	\$ 87.52
6 yard per month	\$ 409.74	\$ 429.02
6 yard 3x Service	\$ 477.04	\$ 499.49
6 yard 3x Disposal	\$ 125.41	\$ 131.31
6 yard per month	\$ 602.45	\$ 630.80
6 yard 4x Service	\$ 631.22	\$ 660.92
6 yard 4x Disposal	\$ 167.19	\$ 175.06
6 yard per month	\$ 798.41	\$ 835.98
6 yard 5x Service	\$ 781.99	\$ 818.79
6 yard 5x Disposal	\$ 208.99	\$ 218.82
6 yard per month	\$ 990.98	\$ 1,037.61
6 yard 6x Service	\$ 952.40	\$ 997.22
6 yard 6x Disposal	\$ 250.79	\$ 262.59
6 yard per month	\$ 1,203.19	\$ 1,259.81

**City of Corona
Schedule of Rates, Effective August 1, 2017**

Compactor Rates		
Service Description	Current 2016/2017 Rate	Rate Effective August 1, 2017
2 yard 1x Service	\$ 85.11	\$ 89.12
2 yard 1x Disposal	\$ 41.80	\$ 43.77
2 yard per month	\$ 126.91	\$ 132.88
2 yard 2x Service	\$ 160.45	\$ 168.00
2 yard 2x Disposal	\$ 83.61	\$ 87.54
2 yard per month	\$ 244.06	\$ 255.55
2 yard 3x Service	\$ 235.75	\$ 246.84
2 yard 3x Disposal	\$ 125.40	\$ 131.30
2 yard per month	\$ 361.15	\$ 378.15
2 yard 4x Service	\$ 311.01	\$ 325.65
2 yard 4x Disposal	\$ 167.20	\$ 175.07
2 yard per month	\$ 478.21	\$ 500.71
2 yard 5x Service	\$ 386.25	\$ 404.43
2 yard 5x Disposal	\$ 209.00	\$ 218.84
2 yard per month	\$ 595.25	\$ 623.26
2 yard 6x Service	\$ 469.13	\$ 491.21
2 yard 6x Disposal	\$ 250.82	\$ 262.62
2 yard per month	\$ 719.95	\$ 753.83
3 yard 1x Service	\$ 109.52	\$ 114.67
3 yard 1x Disposal	\$ 62.71	\$ 65.66
3 yard per month	\$ 172.23	\$ 180.33
3 yard 2x Service	\$ 206.79	\$ 216.52
3 yard 2x Disposal	\$ 125.41	\$ 131.31
3 yard per month	\$ 332.20	\$ 347.83
3 yard 3x Service	\$ 302.44	\$ 316.67
3 yard 3x Disposal	\$ 188.11	\$ 196.96
3 yard per month	\$ 490.55	\$ 513.63
3 yard 4x Service	\$ 399.48	\$ 418.28
3 yard 4x Disposal	\$ 250.81	\$ 262.61
3 yard per month	\$ 650.29	\$ 680.89
3 yard 5x Service	\$ 493.77	\$ 517.01
3 yard 5x Disposal	\$ 313.52	\$ 328.27
3 yard per month	\$ 807.29	\$ 845.28
3 yard 6x Service	\$ 602.61	\$ 630.97
3 yard 6x Disposal	\$ 376.21	\$ 393.91
3 yard per month	\$ 978.82	\$ 1,024.88
4 yard 1x Service	\$ 134.85	\$ 141.20
4 yard 1x Disposal	\$ 83.59	\$ 87.52
4 yard per month	\$ 218.44	\$ 228.72
4 yard 2x Service	\$ 254.23	\$ 266.19
4 yard 2x Disposal	\$ 167.20	\$ 175.07
4 yard per month	\$ 421.43	\$ 441.26
4 yard 3x Service	\$ 359.47	\$ 376.39
4 yard 3x Disposal	\$ 250.79	\$ 262.59
4 yard per month	\$ 610.26	\$ 638.98
4 yard 4x Service	\$ 492.93	\$ 516.13
4 yard 4x Disposal	\$ 334.41	\$ 350.15
4 yard per month	\$ 827.34	\$ 866.27
4 yard 5x Service	\$ 612.30	\$ 641.11
4 yard 5x Disposal	\$ 418.04	\$ 437.71
4 yard per month	\$ 1,030.34	\$ 1,078.83
4 yard 6x Service	\$ 743.50	\$ 778.49
4 yard 6x Disposal	\$ 501.63	\$ 525.24
4 yard per month	\$ 1,245.13	\$ 1,303.72

**City of Corona
Schedule of Rates, Effective August 1, 2017**

Service Description	Current 2016/2017 Rate	Rate Effective August 1, 2017
Commercial Recycling		
1x	\$ 39.98	\$ 41.86
2x	\$ 78.20	\$ 81.88
3x	\$ 116.43	\$ 121.91
4x	\$ 154.67	\$ 161.95
5x	\$ 192.91	\$ 201.99
Commercial Can Service		
64 Gallon Carts:	\$ 34.03	\$ 35.63
96 Gallon Carts:	\$ 39.14	\$ 40.98
Miscellaneous Commercial Charges:		
Additional Pickups of existing bins	\$ 54.98	\$ 57.57
Additional Pickups of existing compactor	\$ 109.93	\$ 115.10
Temporary bin service - 3 Day	\$ 104.71	\$ 109.64
Temporary bin service - 1 month	\$ 262.61	\$ 274.97
Scout Service (per bin per month)	\$ 52.53	\$ 55.00
Bin Exchange Service (in excess of one per year)	\$ 70.03	\$ 73.33
Bin Removal	\$ 29.18	\$ 30.55
Lock Lid Fee	\$ 12.64	\$ 13.23
Replacement Lock	\$ 30.54	\$ 31.98
Replacement Key	\$ 6.12	\$ 6.41
Bulky Item - 1st item	\$ 18.33	\$ 19.19
Bulky Item - Add'l items	\$ 12.20	\$ 12.77
Overage Fee	\$ 43.54	\$ 45.59
Burned Bin	\$ 342.06	\$ 358.16
Stolen Bin	\$ 610.82	\$ 639.56
Reinstate Fee	\$ 40.84	\$ 42.76
Setup/Activation Fee	\$ 29.18	\$ 30.55
Extra pickup on HOC	\$ 46.69	\$ 48.89
Recycle Contamination Fee	\$ 54.98	\$ 57.57
Pull-out (per month per bin per frequency)		
0-25 feet		
26-50 feet	\$ 8.55	\$ 8.95
51-75 feet	\$ 11.00	\$ 11.52
76-100 feet	\$ 12.20	\$ 12.77
Rolloff Service		
10 or 40 yard bin - Service	\$ 274.29	\$ 287.20
10 or 40 yard bin - Disposal includes 5.75 tons	\$ 240.40	\$ 251.71
Total 10 or 40 yard bin	\$ 514.69	\$ 538.91
Rolloff Disposal Per Ton including Franchise Fee	\$ 41.81	\$ 43.78
Compactor - Service	\$ 260.24	\$ 272.49
Compactor - Disposal includes 7.5 tons	\$ 313.57	\$ 328.32
Total Compactor	\$ 573.81	\$ 600.81
Rolloff Disposal Per Ton including Franchise Fee	\$ 41.81	\$ 43.78
Mixed C&D Loads - per pick up, plus disposal	\$ 262.61	\$ 274.97
Minimum monthly roll off service	\$ 261.44	\$ 273.74
Trip/Relocation Charge	\$ 75.86	\$ 79.43
Delivery Fee	\$ 70.74	\$ 74.07
Setup/Activation fee	\$ 29.18	\$ 30.55