



## STAFF REPORT

To: Biola CSD – Board of Directors

From: Cruz Ramos, General Manager

Subject: Adopt Resolution for First Amendment to the November 2021 Mid Valley Disposal  
Municipal Solid Waste Franchise Agreement.

Attachments: Resolution No. 2022-11

### **RECOMMENDATION:**

Staff recommends the Board of Directors adopt a Resolution approving the November 2021 Municipal Solid Waste Franchise Agreement and authorize the Board Chair or the General Manager to sign the Amendment on behalf of the Biola Community Services District.

### **BACKGROUND:**

In November 2021, the Biola Community Services District (District) Board of Directors approved a 10-year renewal of the 2014 Solid Waste Collection, Transportation and Disposal Services Franchise effective November 1, 2021. Certain changes resulting in rate adjustments beginning with the passage of SB 1383 in September 2016, requiring organic waste management to reduce methane gas emissions (effective January 1, 2022), in addition to including some services omitted from the 2014 agreement required an amendment to the 2021 agreement. These changes and a cost-of-living adjustment require compliance with Prop 218 compliance notices to residents and a public hearing.

### **SUMMARY:**

Upon Board of Directors approval of the amendment, the District is required by Prop 218 to hold a protest hearing prior to the increase. Notices of the proposed rate adjustment will be mailed to all possible affected property owners, including out-of-town property owners. Owners with information regarding the right to vote on the rate adjustment increase and notice a public hearing.

**FIRST AMENDMENT TO  
MUNICIPAL SOLID WASTE FRANCHISE AGREEMENT**

This First Amendment to Municipal Solid Waste Franchise Agreement (“First Amendment”) is made by and between the Biola Community Service District (“District”) and Mid-Valley Disposal, LLC (Contractor) and collectively “Parties.”

**WHEREAS**, Mid Valley Disposal LLC is a private entity that provides residential and commercial solid waste collection, transportation and disposal services; and

**WHEREAS**, the Parties negotiated the customer rates to be charged by Contractor for its services under the Agreement; and

**WHEREAS**, under the Agreement, District bills residential and commercial customers that receive services from Contractor on behalf of Contractor; and

**WHEREAS**, under the Agreement, the District receives a franchise fee from Contractor to cover the cost of billing and administering the Agreement; and

**WHEREAS**, the Parties entered a Franchise Agreement on November 1, 2021; and

**WHEREAS**, in 2016, Governor Brown signed into law SB1383 that establishes regulatory requirements for Cities, Generators, Solid Waste facilities, and other entities to support achievement of State-wide reduction in short lived climate pollutants; and

**WHEREAS**, District has requested, and Contractor has agreed to implement new programs and services related to SB 1383 requirements; and

**WHEREAS**, in order to implement the new programs and services related to SB 1383, Contractor requires the adjustment of rates to be charged customers in the District; and

**WHEREAS**, the District and Contractor have engaged in negotiations regarding new SB requirements and an increase in rates as a result of the State’s passage of SB 1383.

**THEREFORE**, the Parties agree to the following:

## AGREEMENT

**SECTION 1.** Section 13- Compensation, Item A, paragraph (1) is replaced with the following:

“Billing and Payment. The District shall receive start and stop service requests and provide billing services for all residential customers. Contractor shall receive all other service requests and direct bill customers for Commercial and Drop Box services. Contractor shall provide District a monthly report of all direct billed services.”

**SECTION 2.** Section 13- Compensation, Item B, paragraph (1) Annual Cost of Living Adjustment (COLA), is replaced with the following:

Beginning July 1, and each July 1 thereafter following the Effective Date of this Franchise Agreement, the Fee shall be annually adjusted upwards by adding a cost-of-living adjustment (COLA) to the then current Fee. The COLA shall be based on the 80% of change in the annual Consumer Price Index (CPI) plus 20% of the change in the tipping fees at the American Ave Landfill.

**SECTION 3.** Definition I. - CONSUMER PRICE INDEX Shall be replaced with the following: “Consumer Price Index” or “CPI” means the Consumer Price Index, “urban wage earners and clerical workers” Los Angeles, or the most similar successor index if this index is no longer published.

**SECTION 4.** “Section E. Special Collection Programs in EXHIBIT A – PROVIDED SERVICES” is replaced with Section E. Special Collection Programs in EXHIBIT A attached to this amendment.

**SECTION 5.** “EXHIBIT C – FEES” is replaced with EXHIBIT C attached to this amendment which shall be effective December 1<sup>st</sup>, 2022.

**SECTION 6.** “EXHIBIT D – SB1383” is replaced with EXHIBIT D attached to this amendment.

**SECTION 7.** Any references to Chowchilla or other Municipalities are replaced to read Biola Community Services District

**SECTION 8.** Except as amended by this First Amendment, all terms and conditions of the Franchise Agreement shall continue in full force and effect.

**SECTION 9.** This First Amendment to Franchise Agreement shall be effective on October 1, 2022.

**BIOLA COMMUNITY  
SERVICES DISTRICT**

**MID VALLEY DISPOSAL LLC**

\_\_\_\_\_  
Carlos Rodriguez, Board President

\_\_\_\_\_  
Joe Heisdorf, C.F.O.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### E. Special Collection Programs

The following minimum special collection programs shall apply to this Franchise Agreement:

- (1) District Facilities: Grantee shall provide front load or automated service to the District at no cost for District-owned facilities including but not limited to:
  - i. District Hall
  - ii. Wastewater Treatment Plant
- (2) Grantee will sponsor two (2) annual clean-up events. The clean-up will be within the jurisdictional limits of the District at a location specified by the District, and the location shall be accessible to Franchisee's vehicles and the use of roll-off dumpsters. Clean-up events shall be two (2) days and include one Saturday. Grantee shall provide curbside pick-up for customers that qualify for Senior and Handicapped Service during clean-up events.
- (3) District and Community-Sponsored Events Collection: Grantee shall, without charge, provide solid waste collection and recycling services to all District and community-sponsored events as determined by the District, including but not limited to, the Biola Raisin Festival and the Raisin Festival Parade. Grantee will coordinate collection services with appropriate District staff and other community sponsors.
- (4) Christmas Trees: Grantee shall collect and dispose of Christmas trees left at curbside by Customers during the three regular pickups following each Christmas day.
- (5) Senior and Handicapped Service: When a Customer produces evidence that he or she is at least 65 years of age or a medical practitioner's statement showing that he/she is physically unable to place his/her solid waste bins at the curb for collection, together with his/her affidavit certifying that no able-bodied person under 65 years of age on the premises is available for such purposes, Grantee will provide walk-in service to such premises.
- (6) Bulky item Collection: Grantee shall offer one free bulky item pick-up per calendar year for residents. Additional items may be picked up for a charge per the fee schedule in Exhibit C.
- (7) Illegal Dumping Abatement Collection. Upon request of the District, the Franchisee shall within two (2) days collect and remove from District public highways, streets, alleys, parks and other public areas (as directed by the District), Bulky Items and White Goods and any other solid waste covered by this Franchise in any volume that have been unlawfully abandoned or discarded. For any such collection the Franchisee shall receive compensation from the District on the basis of time and materials.

EXHIBIT "C" - FEES

**Biola Community Services District  
Schedule of Solid Waste Rates**

<b><i>Single Family Residential Rates</i></b>	<b>CUSTOMER RATE</b>
<b>Garbage, Recycle, and Green Waste Service</b>	
<b>Standard Service</b> , (3) 96 gallon carts for refuse, recycle, and green waste.	\$ 28.70
<b>Reduced Service</b> , (1) 64 gallon cart for refuse, (2) 96 gallon carts for recycle and green waste.*	\$ 25.40
<i>*Note: - Reduced rate service is available by request only to senior residences with 2 or less persons.</i>	
<b>Extra Cart</b> Gray Blue or Green (each)	\$ 14.00
<b>Cart Contamination Fee</b>	\$ 15.00
<b>Bulky Item Pickup (on call):</b> Bulky items (with limitations) may be disposed of free of charge during scheduled bi-annual cleanup events. Extra, customer requested pickups will incur fee.	
Sofa/Couch	\$ 42.60
Refridgerator	\$ 35.13
Mattress:	\$ 27.67
Washer/Dryer	\$ 27.67
Tire (Small)	\$ 12.72
Television	\$ 15.71

**EXHIBIT "C – FEES**

**December 1, 2022**

<b>Commercial Rates</b>			<b>CUSTOMER RATE</b>
<b>Container</b>	<b>No. Pickups Per Week</b>	<b>Material</b>	
Cart - 96 Gallon	1	MSW (Gray)	\$ 23.17
Cart - 96 Gallon	2	MSW (Gray)	\$ 45.80
Bin - 2.0 Cubic Yards	1	MSW (Gray)	\$ 99.45
Bin - 2.0 Cubic Yards	2	MSW (Gray)	\$ 167.89
Bin - 2.0 Cubic Yards	3	MSW (Gray)	\$ 287.55
Bin - 3.0 Cubic Yards	1	MSW (Gray)	\$ 137.60
Bin - 3.0 Cubic Yards	2	MSW (Gray)	\$ 238.88
Bin - 3.0 Cubic Yards	3	MSW (Gray)	\$ 362.50
Bin - 4.0 Cubic Yards	1	MSW (Gray)	\$ 162.12
Bin - 4.0 Cubic Yards	2	MSW (Gray)	\$ 278.50
Bin - 4.0 Cubic Yards	3	MSW (Gray)	\$ 406.23
Bin - 6.0 Cubic Yards	1	MSW (Gray)	\$ 205.16
Bin - 6.0 Cubic Yards	2	MSW (Gray)	\$ 387.49
Bin - 6.0 Cubic Yards	3	MSW (Gray)	\$ 572.15
Cart - 96 Gallon	1	REC (Blue)	\$ 11.75
Cart - 96 Gallon	2	REC (Blue)	\$ 23.10
Bin - 2.0 Cubic Yards	1	REC (Blue)	\$ 51.21
Bin - 2.0 Cubic Yards	2	REC (Blue)	\$ 79.80
Bin - 3.0 Cubic Yards	1	REC (Blue)	\$ 68.74
Bin - 3.0 Cubic Yards	2	REC (Blue)	\$ 101.00
Cart - 96 Gallon	1	ORG (Green)	\$ 18.00
Cart - 96 Gallon	2	ORG (Green)	\$ 34.00
Bin - 1.5 Cubic Yards	1	ORG (Green)	\$ 70.00
Bin - 1.5 Cubic Yards	2	ORG (Green)	\$ 120.00
Contaminated Bin Fee		Gray, Blue, Green	\$ 25.00

**Roll-off Service Rates**

Roll Off - Various Sizes	Per Ton Fee	\$ 68.50
Includes recycle sort at MV facility.	Per Pickup/Haul Fee	\$ 264.89

## EXHIBIT "D" – SB1383

To support the District in complying with regulations under SB1383, Contractor shall implement the programs identified in this Exhibit. These programs are designed to meet the implementation and education requirements of SB1383 and help the District achieve annual diversion requirements set by CalRecycle. The District's actual annual diversion rate depends on participation of businesses and residents, their respective adherence to program requirements and local code, the District's enforcement of applicable codes, and the District's implementation of other programs outside the scope of this Agreement. Accordingly, District shall amend or update the District code to incorporate requirements necessary for the implementation of these programs.

### 1. Collection Requirements and Container Labeling

Contractor shall provide a 3-container collection program for Solid Waste, Recyclable Materials, and Organic Waste. Collection containers shall be Grey (Solid Waste), Blue (Recyclable Materials), and Green (Organic Waste). Hardware such as hinges and wheels may be different colors.

New containers or lids placed by Contractor shall meet the requirements of 14 CCR Section 18984.8 and include language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each container.

### 2. Education and Outreach

To promote public education about recycling requirements, Contractor shall create public education materials and conduct education programs and activities described in this Section.

Annual Notice: Contractor shall prepare and distribute to each Generator in the District a mailer that includes information specified in 14 CCR Section 18985.1(a). Such mailer shall be distributed by Contractor to all Residential and Commercial mailing addresses including individual Multi-Family Dwelling Units. Contractor shall also make this notice available in an electronic format through the Contractor's website.

Instructional Service Guide: Contractor shall prepare a service guide that describes available services, including how to place Containers for Collection, which materials should be placed in each Container and prohibited materials, and provides Collection holidays

Property Owners and Businesses: Contractor shall annually provide Property Owners and Commercial Business owners with public education materials in electronic format for their distribution to all employees, Contractors, tenants, and Customers of the properties and businesses. The Contractor's public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials. A Commercial Business or Multi-Family Property Owner may request these materials more frequently than the standard annual provision if needed to comply with the



requirement of 14 CCR Section 18984.10 for Commercial Businesses and Multi-Family Property Owners to provide educational information to new tenants and employees before or within fourteen (14) days of occupation of the Premises. In this case, the Commercial Business or Multi-Family Property Owner may request delivery of materials by contacting the Contractor's customer service department not later than two (2) weeks in advance of the date that the materials are needed

Technical Assistance Program: Contractor shall provide ongoing technical assistance for Commercial and Multi-family generators that are required to participate in source separated recycling under applicable laws including AB 341, AB 1826, and SB 1383 and corresponding regulations. Technical assistance may include on-site training, instructional guides, printed or electronic materials and other resources that satisfy regulation requirements.

### **3. Waste Evaluations**

Contamination Monitoring: Contractor shall perform contamination inspections by utilizing on-board monitoring systems or physical container inspections. For physical container inspections, Contractor's personnel shall lift the Container lid and observe the contents. For Collection vehicles equipped with a video camera and monitoring system, Contractor's personnel shall observe, via the hopper video camera and monitoring system, the contents of the Containers as the materials are emptied into the vehicle. Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures set forth below.

Waste Characterizations: Contractor shall, at its sole expense, conduct waste evaluations that meet the requirements of 14 CCR Section 18984.5(c). The Contractor shall conduct waste evaluations for contaminants at least twice per year and the studies shall occur in two distinct seasons of the year. Contractor shall provide adequate notice to District of when waste evaluations will occur, and District reserves the right to observe waste evaluations.

Contamination Notifications: If the sampled weight of Prohibited Container Contaminants exceeds twenty-five percent (25%) of the measured sample for any material stream, the Contractor shall notify District within fifteen (15) working days. Contractor may perform targeted waste audits to determine the source of contaminants and provide technical assistance to those generators, or notify all generators of their obligation to properly source separate materials. The Contractor may provide this information by placing a written notice on the Generators' Containers or the gate or door of the Premises; and/or by mail, e-mail, or electronic message to the applicable Generators.

Contractor will coordinate with District to develop procedures regarding alleged violations of these recycling programs.

#### **4. Waivers**

The District shall be responsible for granting waivers to commercial or multi-family generators that meet the de minimis requirements subject to the requirements under SB1383, pursuant to 14 CCR Section 1898411, or other requirements that may be specified by District. This includes physical space waivers where services may be impacted.

Contractor shall provide District with required generator information on services and activity that is needed as part of the waiver application. Contractor may also assist generators with waiver applications or submit on their behalf.

#### **5. Edible Food Recovery**

Contractor shall provide District with necessary data and reporting to determine Tier 1 and Tier 2 commercial edible food generators within the District.

At least annually, the Contractor shall ensure Commercial Edible Food Generators receive the following information:

- Information about the District's Edible Food Recovery program;
- Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;
- Information about Food Recovery Organizations and Food Recovery Services operating within the District, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,
- Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

#### **6. Reporting**

Contractor will provide the data or prepare reports required to meet quarterly and annual SB1383 requirements which includes:

- The number of generators that receive organic waste collection service
- The number of route reviews conducted for prohibited container contaminants
- The number of times notices, violations, or targeted education materials were issued to generators for prohibited container contaminants.
- The results of waste evaluations performed to meet the container contamination minimization requirements and the number of resulting targeted route reviews
- The number of commercial edible food generators located within the jurisdiction

## Biola Community Services District Schedule of Solid Waste Rates

	Estimated Increase	5.5%	5.5%	5.5%	5.5%
<b>Single Family Residential Rates</b>	12/1/2022	7/1/2023	7/1/2024	7/1/2025	7/1/2026
<b>Garbage, Recycle, and Green Waste Service</b>					
<b>Standard Service</b> , (3) 96 gallon carts for refuse, recycle, and green waste.	\$28.70	\$30.28	\$31.94	\$33.70	\$35.55
<b>Reduced Service</b> , (1) 64 gallon cart for refuse, (2) 96 gallon carts for recycle and green waste.*	\$25.40	\$26.80	\$28.27	\$29.83	\$31.47
<i>*Note: - Reduced rate service is available by request only to senior residences with 2 or less persons.</i>					
<b>Extra Cart</b> Gray Blue or Green (each)	\$14.00	\$14.77	\$15.58	\$16.44	\$17.34
<b>Cart Contamination Fee</b>	\$15.00	\$15.83	\$16.70	\$17.61	\$18.58
<b>Bulky Item Pickup (on call):</b> Bulky items (with limitations) may be disposed of free of charge during scheduled bi-annual cleanup events. Extra, customer requested pickups will incur fee.					
Sofa/Couch	\$42.60	\$44.94	\$47.41	\$50.02	\$52.77
Refridgerator	\$35.13	\$37.06	\$39.10	\$41.25	\$43.52
Mattress:	\$27.67	\$29.19	\$30.80	\$32.49	\$34.28
Washer/Dryer	\$27.67	\$29.19	\$30.80	\$32.49	\$34.28
Tire (Small)	\$12.72	\$13.42	\$14.16	\$14.94	\$15.76
Television	\$15.71	\$16.57	\$17.49	\$18.45	\$19.46

### Commercial Rates

Container	No. Pickups Per Week	Material					
Cart - 96 Gallon	1	MSW (Gray)	\$23.17	\$24.44	\$25.79	\$27.21	\$28.70
Cart - 96 Gallon	2	MSW (Gray)	\$45.80	\$48.32	\$50.98	\$53.78	\$56.74
Bin - 2.0 Cubic Yards	1	MSW (Gray)	\$99.45	\$104.92	\$110.69	\$116.78	\$123.20
Bin - 2.0 Cubic Yards	2	MSW (Gray)	\$167.89	\$177.12	\$186.87	\$197.14	\$207.99
Bin - 2.0 Cubic Yards	3	MSW (Gray)	\$287.55	\$303.37	\$320.05	\$337.65	\$356.22
Bin - 3.0 Cubic Yards	1	MSW (Gray)	\$137.60	\$145.17	\$153.15	\$161.58	\$170.46
Bin - 3.0 Cubic Yards	2	MSW (Gray)	\$238.88	\$252.02	\$265.88	\$280.50	\$295.93
Bin - 3.0 Cubic Yards	3	MSW (Gray)	\$362.50	\$382.44	\$403.47	\$425.66	\$449.07
Bin - 4.0 Cubic Yards	1	MSW (Gray)	\$162.12	\$171.04	\$180.44	\$190.37	\$200.84
Bin - 4.0 Cubic Yards	2	MSW (Gray)	\$278.50	\$293.82	\$309.98	\$327.03	\$345.01
Bin - 4.0 Cubic Yards	3	MSW (Gray)	\$406.23	\$428.57	\$452.14	\$477.01	\$503.25
Bin - 6.0 Cubic Yards	1	MSW (Gray)	\$205.16	\$216.44	\$228.35	\$240.91	\$254.16
Bin - 6.0 Cubic Yards	2	MSW (Gray)	\$387.49	\$408.80	\$431.29	\$455.01	\$480.03
Bin - 6.0 Cubic Yards	3	MSW (Gray)	\$572.15	\$603.62	\$636.82	\$671.84	\$708.79
Cart - 96 Gallon	1	REC (Blue)	\$11.75	\$12.40	\$13.08	\$13.80	\$14.56
Cart - 96 Gallon	2	REC (Blue)	\$23.10	\$24.37	\$25.71	\$27.12	\$28.62
Bin - 2.0 Cubic Yards	1	REC (Blue)	\$51.21	\$54.03	\$57.00	\$60.13	\$63.44
Bin - 2.0 Cubic Yards	2	REC (Blue)	\$79.80	\$84.19	\$88.82	\$93.70	\$98.86
Bin - 3.0 Cubic Yards	1	REC (Blue)	\$68.74	\$72.52	\$76.51	\$80.72	\$85.16
Bin - 3.0 Cubic Yards	2	REC (Blue)	\$101.00	\$106.56	\$112.42	\$118.60	\$125.12
Cart - 96 Gallon	1	ORG (Green)	\$18.00	\$18.99	\$20.03	\$21.14	\$22.30
Cart - 96 Gallon	2	ORG (Green)	\$34.00	\$35.87	\$37.84	\$39.92	\$42.12
Bin - 1.5 Cubic Yards	1	ORG (Green)	\$70.00	\$73.85	\$77.91	\$82.20	\$86.72
Bin - 1.5 Cubic Yards	2	ORG (Green)	\$120.00	\$126.60	\$133.56	\$140.91	\$148.66
Contaminated Bin Fee		Gray, Blue, Green	\$25.00	\$26.38	\$27.83	\$29.36	\$30.97

### Roll-off Service Rates

Roll Off - Various Sizes	Per Ton Fee	\$68.50	\$72.27	\$76.24	\$80.44	\$84.86
Includes recycle sort at MV facility.	Per Pickup/Haul Fee	\$264.89	\$279.46	\$294.83	\$311.04	\$328.15