

## ATTACHMENT A

### TEMPE GREASE COOPERATIVE TERMS OF ENROLLMENT

The Tempe Grease Cooperative (TGC) is a voluntary, cooperative arrangement between the City and its restaurants to better manage fats, oils and grease (FOG) by joining together to procure grease trap and interceptor. The TGC is structured to achieve five core goals:

1. Provide high quality service to best eliminate unsightly odors and plumbing backups that can disrupt restaurant operations and their patrons' dining experience;
2. Effectively manage FOG to create more sustainable sewer and plumbing infrastructure for the City and its restaurants;
3. Promote compliance with the City's Rules and Procedures for Interceptors and Traps;
4. Ensure that members are receiving the quality of service for which they pay; and
5. Collect FOG from member restaurants, and explore and implement opportunities to utilize the waste for the generation of renewable energy.

While the City and member restaurants make up the Cooperative, the City is the administrative arm of the partnership and utilizes existing staff to procure services, establish and administer contracts, coordinate service schedules, audit service quality, and advocate on behalf of members when problems arise. City administration allows members to focus on core business practice, knowing that the maintenance and cleaning of their plumbing infrastructure is in good hands.

The following terms of enrollment are the agreement between the City and the members of the TGC, and are established to achieve the *core goals* of the Cooperative:

#### 1. Enrollment

Food service establishments (FSE) within the City of Tempe may enroll in the TGC at any time and may withdraw at any time. Enrollment and withdrawal are free of charge. Members may enroll or withdraw by any of the following methods:

Web: [www.tempe.gov/grease](http://www.tempe.gov/grease)

Phone: (480) 350-2678

Email: [grease@tempe.gov](mailto:grease@tempe.gov)

In writing: Tempe Grease Cooperative  
Environmental Services Section  
City of Tempe  
P.O. Box 5002  
Tempe, AZ 85280

Withdrawal notification must be received by the City at least five (5) business days prior to scheduled service in order to be effective prior to that service. Members that withdraw less than five (5) days prior to scheduled service will receive final service as scheduled and be billed for that service. All invoices shall be paid in full within 30 days of member notification that they wish to withdraw from the TGC. All grease control devices shall be maintained per City Code regardless of TGC membership.

#### 2. Separation of Existing Service

Upon enrollment, members are responsible for cancelling existing maintenance and cleaning service prior to the effective date of service through the Cooperative. Neither the City nor the Cooperative is responsible for any existing contractual obligations to other maintenance and cleaning service providers; those obligations are the sole responsibility of the individual FSE.

3. Scheduling

Members may provide the City with preferred windows of service upon enrollment (e.g., weekdays before 10 a.m., or between 2 p.m. and 4 p.m.). The City will coordinate service schedules with selected vendors and notify members of established collection windows. Members may request one-time or permanent changes to preferred service windows through the City. Members must request changes in service windows at least five (5) business days prior to scheduled service to be effective prior to that service. The City will use its best efforts to accommodate these rescheduling requests but cannot guarantee that all requests will be accommodated.

4. Initial Facility Profiles

At the time of first service after enrollment, the Contractor will collect general information about each grease trap or interceptor at the member facility. Based on information collected during initial facility profiles, the Contractor shall work with the City inspector and will provide a recommended cleaning frequency for each facility and any rationale for deviating from a prescribed schedule of once every 90 days for interceptors and once every 30 days for grease traps. Changes to initial service frequencies will only be implemented upon City assessment and approval in consultation with the member facility.

5. City Infrastructure Assessments

Members of the Cooperative are entitled to one City infrastructure assessment annually at no cost. After three months of membership, and upon request, City staff will visit member facilities and assess and diagnose infrastructure problems using visual inspections, service line video inspections, odor measuring equipment, and other means based on information provided by the member. The City will then provide the member with a written recommendation for the resolution of any infrastructure or operational issues. Subsequent assessments within one year of the first assessment will be provided at a flat rate of \$50 per assessment.

6. Pricing

Pricing schedules for contracted routine, emergency, and optional services will be available prior to enrollment. Upon enrollment, members will be provided with a written pricing schedule specific to the FSE and based on the capacity of serviced infrastructure. Price schedules may be adjusted by the City periodically. All members will be given at least 30 days advance notice of any adjustment and the opportunity to withdraw from the Cooperative prior to any adjustments in pricing. Costs reflect pricing provided to the City under contract.

7. Year One Rebates

After a member's first continuous year of enrollment in the TGC, the City shall provide rebates to member restaurants that can demonstrate that in the year prior to enrolling, they achieved a total lower cost of compliance than was or would have been achieved by joining the TGC for trap or gold-level interceptor service. To be eligible for the rebate, members must provide all of the following:

- a) Invoices/receipts demonstrating that cleaning and maintenance services by appropriately licensed and permitted contractors were provided at least as frequently as is required under the City's ordinances and Rules and Procedures;
- b) Documentation describing the type of service provided and procedures used for each service; and
- c) Receipts / invoices for unscheduled service to respond to plumbing back-ups or odors resulting from grease blockages.

The City will calculate rebates by subtracting the total cost of compliance, including costs for emergency backups and blockages, in the year prior to enrolling in the Cooperative, from the total annual first-year cost of service through the Cooperative.<sup>1</sup>

8. Finder's Credit

Existing member restaurants that refer non-members to enroll in the Cooperative, as specified on the enrollment form by the new member, will receive a \$50 finder's credit for future service under the Cooperative after the new member has been enrolled and received service through the Cooperative for 12 consecutive months. The finder must also be enrolled in the Cooperative for the duration of those 12 months to receive the finders' fee. Each member food service establishment is entitled to no more than two finders' fees, or \$100 in any one year. However, credits for free City infrastructure assessments in addition to the annual assessment will be given to members that refer more than two non-member restaurants to enroll.

9. Cleaning and Maintenance Procedures

Cleaning and Maintenance will be coordinated by the City and conducted by the City's contractors, consistent with the procedures described in the Rules and Procedures for Interceptors and Traps, to which these Terms and Conditions are an attachment.

10. Job Site Requirements and Clean-Up

The City's contractors will be required to adequately protect the work site, adjacent property and the public in all phases of the work and/or services provided herein. The City shall require its TGC contractors to keep the work site clean consistent with the Rules and Procedures to which these terms are attached; however, Contractors, and NOT the City, shall be solely responsible for all damages or injuries due to action, inaction or neglect related to the services provided under these Terms and Conditions.

11. Comments

The City will provide a comment form on the TGC website for member FSE's to provide comments regarding contracted services. Members may provide comments in writing, by phone, by email, or on the on-line comment form at the addresses listed in number 1, above. The City shall use its best efforts to address all comments within two business days of receipt and to ensure prompt resolution by the City's contractors.

12. TGC Forum and Open House

At least annually, the City will hold a forum and open house to report back to member restaurants on the results of data collected, the effectiveness of the

program and to solicit member feedback on issues related to service quality, rates or proposed rate adjustments, and other activities of the TGC. Members will be encouraged to provide City staff with feedback that will allow the City to best serve the needs of TGC members. The forum and open house will be open to all member food service establishments and non-member establishments as well.

14. Payment

TGC members shall pay the City for the services received within 30 days of receipt of an invoice. No service will be provided to a member at any time a member is delinquent in its payments to the City. The City may terminate a member's membership in the TGC if the member has failed to pay three times in any one year period.

16. Ownership of Waste

Upon collection, all waste product collected from members of the TGC by the City's contractors becomes the sole property of the City, and the City may use or dispose of the waste in its sole discretion.

17. Pilot Program

The Tempe Grease Cooperative is a pilot program that will be evaluated after one year of implementation and periodically thereafter to determine the effectiveness of the program for the City and for the TGC members.