

RESOLUTION NO. 2013.133

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, APPROVING THE RULES AND PROCEDURES FOR INTERCEPTORS AND TRAPS, INCLUDING A VOLUNTEER MEMBERSHIP PROGRAM FOR RESTAURANTS AND FOOD SERVICE ESTABLISHMENTS TO BE KNOWN AS THE TEMPE GREASE COOPERATIVE, DATED OCTOBER 14, 2013.

WHEREAS, Tempe City Code, Section 27-22, authorizes the Director of Public Works to develop and submit to the City Council for its approval by resolution rules and procedures to require non-residential users of Tempe's publicly owned wastewater treatment works to install, clean, maintain, repair and allow inspection of grease, lint, sand/oil interceptors, oil/water separators, and hair or grease trap(s) as needed for the proper handling of wastewater containing excessive amounts of fats, oils, grease, lint, sand, or solids; and

WHEREAS, Tempe City Code, Section 27-22, provides that the rules and procedures may provide for City-procured cleaning services for interceptors and traps used by food service establishments; and

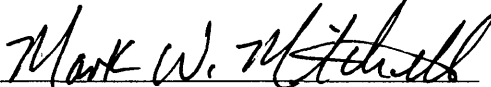
WHEREAS, the Director of Public Works has developed such rules and procedures and has submitted the rules and procedures to the City Council for approval, including a volunteer membership program for restaurants and food service establishments for City-procured maintenance and cleaning services for interceptors and traps used by food service establishments, to be known as the "Tempe Grease Cooperative"; and

WHEREAS, the City Council finds that the proposed rules and procedures will provide for improved sustainability of the City's publicly owned wastewater treatment works.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEMPE, ARIZONA, AS FOLLOWS:

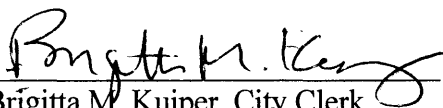
Approval is granted of the Rules and Procedures for Interceptors and Traps, including the program for City-procured maintenance and cleaning services for interceptors and traps used by food service establishments, dated October 14, 2013.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TEMPE,
ARIZONA this 21st day of November, 2013.



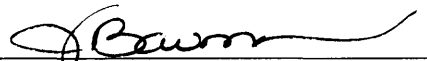
Mark W. Mitchell, Mayor

ATTEST:



Brigitta M. Kuiper, City Clerk

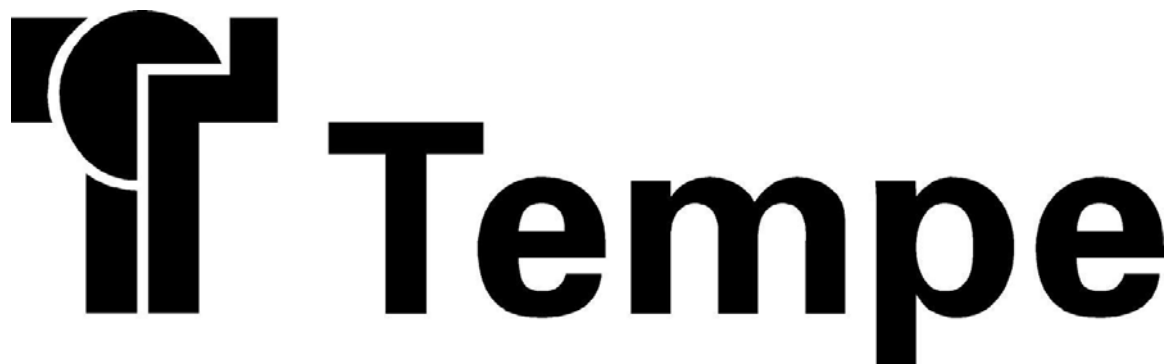
APPROVED AS TO FORM:



Judith R. Baumann, City Attorney

***Rules and Procedures for
Interceptors and Traps***

October 14, 2013



City of Tempe
Public Works Department
Water Utilities Division
Environmental Services Section
P.O. Box 5002
Tempe, AZ 85280
(480) 350-2678

I. Introduction

Legal Authority

Users of the City of Tempe's (City) Publicly Owned Treatment Works (POTW) are required by the Tempe City Code, Chapter 27, Article 1 to comply with pretreatment requirements which enable the City to comply with the Clean Water Act (33 United States Code §§ 1251 *et seq.*), the General Pretreatment Regulations (40 Code of Federal Regulations, Part 403), and all other applicable federal and state laws. Tempe City Code prohibits all users from discharging wastewater containing pollutants that will interfere with the operation and efficient functioning of the POTW. The City's Public Works Department administers the pretreatment program.

The City Community Development Department administers the permitting process by which any portion of a sanitary sewer is designed, installed, or modified. Pursuant to Tempe City Code, Chapter 8, Article VI, Section 1003, the Public Works Director must approve installation and sizing of pretreatment devices, including interceptors, separators, and traps.

Section 22 of Chapter 27 authorizes the Public Works Director to establish these rules and procedures for the installation, cleaning, maintenance, repair, and inspection of interceptors, separators, and traps. These rules and procedures are effective upon approval by resolution of the City Council.¹

Tempe Grease Cooperative

Additionally, Section 22 authorizes the City to offer City-procured cleaning and maintenance services for food service industry interceptors and traps to improve the sustainability of POTW infrastructure and to explore the development of waste fats, oils and grease as a renewable energy supply. The Tempe Grease Cooperative (TGC) is established to provide member food service establishments with cleaning and maintenance services under collective contracts that are established and administered by the City.

Membership in the TGC is voluntary, and food service establishments may enroll or opt-out at any time. For TGC members, the City will meet the maintenance and cleaning requirements established in this policy on behalf of the food service establishment. The enrollment terms and conditions for the TGC are attached as Attachment A to these rules and procedures. Enrollment in the program is voluntary and can be requested in writing to the Environmental Services Administrator (call 480-350-2678 for contact information). Participants may also voluntarily enroll through the program's website at www.tempe.gov/grease or email grease@tempe.gov for more information.

Enrollment in the TGC is available to all food service establishments within the City of Tempe at the onset of the program. During the first year of the TGC program, Tempe will be assessing the program's effectiveness by collecting data, assessing improvements to the City's sewer infrastructure, monitoring the quality of wastewater flows, and soliciting feedback from member restaurants in the *downtown test area*

¹ In event of a conflict between these Rules and Procedures and the Tempe City Code, Chapter 27, the terms of the Tempe City Code shall prevail.

bounded by Rio Salado Parkway to the north, Roosevelt Drive to the west, 10th Street to the south, and College Avenue to the east. This area has the densest concentration of food establishments in the City, and the City has for several years investigated and studied the area as one where improved FOG trap and interceptor maintenance and service could substantially impact the City's costs for maintenance of the POTW and treatment of wastewater. Accordingly, Tempe will focus its marketing and enrollment efforts in the downtown test area during the first year of implementation of the TGC.

Within the downtown test area and during the first year of program implementation, the City will administer a year-end dividend program for participating restaurants by calculating the savings in wastewater treatment costs resulting from the program and distributing that savings equitably between TGC members. The dividend process is described below in the TGC Terms of Enrollment.

II. Installation of Pretreatment Devices

Pursuant to Tempe City Code, § 27-22(e), all non-domestic users of the POTW engaged in the preparation of any type of food or drink, maintenance or repair of motorized vehicles, or wet manufacturing process which generates settleable solids, etc., shall install and maintain, at their expense, pretreatment devices designed to reduce the settleable solids and prevent the pass through of pollutants, and/or the introduction of wastewater of a quality which may cause interference, and/or cause nuisances. Therefore, these Rules and Procedures apply to all non-domestic users of the POTW.

Garbage Grinder/Disposal

Except for domestic sources, users shall not convert solid waste into liquefied waste and introduce such waste into the POTW by means of a garbage grinder/disposal.

Installation of Lint Interceptors or Traps

Commercial facilities which operate six or more washing machines shall install: (i) a lint interceptor to capture lint from all machines; or (ii) individual lint traps on each machine. Lint interceptors shall have a minimum capacity of 500 gallons.

Installation of Hair Traps

Commercial hair or grooming establishments shall install one hair trap per wash station. All traps shall be installed in compliance with the City of Tempe adopted plumbing code.

Installation of Sand/Oil Interceptors and Oil/Water Separators

If a structure or surface has the potential to accumulate oils, the user shall install an oil/water separator. If a structure or surface has the potential to accumulate sand/debris that may enter sanitary sewer, the user shall install a sand/oil interceptor. Separators and interceptors shall have three manways and a minimum capacity of 750 gallons.

Installation of Grease Interceptors or Traps

Users shall install and use grease interceptors or traps for all food preparation establishments which may contribute, directly or indirectly, any wastewater to the POTW which contains fats, oils or grease, including but not limited to, restaurants, cafeterias, cafes, fast food outlets, schools, fraternal organizations, churches, hospitals, and daycare centers. Pursuant to Tempe City Code § 27-22(d)(4), any facility that installs an automatic dishwasher shall install a grease interceptor. Equipment installed only for sanitizing glassware may discharge to the sanitary sewer without a trap or interceptor.

Multiple User Interceptors

Multiple user or “gang” interceptors shall be allowed only upon written approval of the Public Works Director and only where the property owner has agreed to comply with the following conditions:

1. Design each grease waste line with double sweep clean-outs at the outside wall of each commercial food source, within five feet of the upstream side of the interceptor and within five feet downstream of each interceptor regardless of the length of run. All other plumbing code requirements for changes in degrees, lengths of run and required clean-outs, shall also apply.
2. Enter into a written agreement for the cleaning of all interceptors located within the property with a nonhazardous liquid waste (NHLW) hauler permitted by Maricopa County or enroll in the Tempe Grease Cooperative. Agreements with NHLW haulers shall include the following requirements:
 - a. The minimum cleaning frequency shall be every 90 days. The Public Works Director may require more frequent cleaning if deemed necessary for effective operation or to reduce nuisance odors.
 - b. Full pump-outs of interceptors shall be conducted each time.
 - c. The NHLW hauler shall provide documentation (manifests) for disposal of all waste removed from the multiple user interceptor, which shall be provided to and maintained by the owner.
3. Enter into a written agreement with a firm that is capable of hydro-jetting the grease waste lines from each source into each interceptor at a minimum of every 180 days or enroll in the Tempe Grease Cooperative. A copy of the written agreement shall be filed with the Public Works Director.
4. Provide the Public Works Director with copies of the new agreement(s) within 10 business days of modification of any NHLW and/or hydro-jetting agreements .
5. Maintain copies of all cleaning receipts, records, and manifests on-site at the location of the interceptor, as required in § 27-22(c) of the Tempe City Code, unless enrolled in the Tempe Grease Cooperative.
6. Agree in each lease/pad agreement that the owner of the property is responsible for all maintenance and repairs to each interceptor within the development.

7. Agree in each lease that the use of enzymes, surfactants, bio-remediation type products, and any other type products presented/sold as a “maintenance” product shall be prohibited except as provided in these Rules and Procedures.
8. Pursuant to Tempe City Code, § 27-22(e), prohibit the use of garbage disposals/grinders at all commercial food sources.
9. Report any sanitary sewer overflow at (480) 350-2669 within 15 minutes of becoming aware of the overflow that occurs within the property.
10. Incur all cleanup costs associated with any sanitary sewer overflow within the property, unless enrolled in the Tempe Grease Cooperative and the City determines that the overflow resulted from improper maintenance performed through the Tempe Grease Cooperative.
11. Incur all reimbursement costs should any sanitary sewer overflow from the property enter into the City of Tempe stormwater system, except as provided in 10, above.

III. Interceptor Sizing

The interceptor shall be sized in accordance with Section 27-22 of the Tempe City Code.

The following example illustrates the application of the required interceptor sizing calculation. In this example, the restaurant will have one 3-compartment sink discharging indirectly into a 2 ½-inch floor drain, one mop sink that has a 3-inch drain, two 2-inch floor sinks, and four floor drains.

Type of Fixture	Fixture Count	Size	Fixture-Unit Value	Total
3-comp. sink	1	2 ½"	4	4
Mop sink	1	3"	5	5
Floor sink	2	2"	3	6
Floor drain	4	N/A	2	8
Total Fixture-Units				23
Multiply by 3 GPM Flow Rate				X 3
Total GPM Flow Rate				69
Multiply by 12				X 12
Size of interceptor calculated				828
Round up to next available size				1050

Additional Requirements

Sizing and other requirements for interceptors and grease traps are set forth in § 27-22.

The following are examples of those facilities that may qualify to install a grease trap in lieu of a grease interceptor:

Delicatessens, sandwich shops, coffee shops, and pizza take-out facilities (only pizza being served), and ice cream parlors. These facilities must have minimal cooking and food preparation, and limited cleanup from food service. The facility may not be using an automatic dishwasher, in order to qualify for a minimum of a 50 gpm, 100 pound trap. No more than four fixtures may be connected to the trap. A fixture is defined as a connection point to the sewer such as a floor sink, floor drain, mop sink, and/or a prep-sink.

Each user shall obtain written approval from the Public Works Director for the installation of any type of pretreatment device, including all interceptors and traps. In order to obtain approval, the user shall obtain a plumbing permit. Contact the Community Development Department at (480) 350-8341 for further information on obtaining plumbing/building permits.

IV. Maintenance

Maintenance of grease interceptors, grease traps, and grease receptacles as set forth in these Rules and Procedures shall be the sole responsibility of the user, or in the case of multiple user interceptors, the property owner. All records documenting maintenance activities, including invoices provided by third-party service contractors, are required to be maintained onsite. Upon request, the user or owner must provide the City with any documentation necessary to demonstrate that the maintenance requirements and frequencies are being met. Maintenance is necessary to ensure proper operation by preventing any obstruction, interference, or damage to the collection system. Proper operation of the POTW is also necessary to avoid the creation of a stormwater discharge violation that would result from runoff of water not comprised entirely of stormwater into the City of Tempe public storm drain system.

Commercial food service establishments may choose to enroll in the Tempe Grease Cooperative. The City will meet the maintenance and cleaning requirements established in this policy on behalf of TGC members. The enrollment terms and conditions for the TGC are attached as Attachment A to these policies and procedures.

Cleaning Methods

User shall allow, or cause to be allowed, only mechanical cleaning. At no time shall any user add or cause any additive to be introduced that causes emulsification and/or saponification to occur. Contents removed from the interceptor shall be hauled and disposed of off-site in accordance with all applicable City, County, State, and Federal regulations. The user shall contact the Public Works Director at 480-350-2678 a minimum of two (2) days prior to the scheduled cleaning and provide the date and time, contact information and name of contractor. The user shall provide property access to a City inspector for an inspection prior to, during and/or after the cleaning.

Cleaning Requirements

1. Traps

A user shall pump, or cause to be pumped, the contents of the trap at least every 30 business days. If a user elects to enroll in the Tempe Grease Cooperative, the user may request in writing that the Public Works Director approve a

temporary or permanent reduction in the frequency of cleaning, not to exceed 60 days. The Public Works Director will only approve reductions in cleaning frequencies if the City's nonhazardous liquid waste hauler informs the Public Works Director, based on at least 180 days of observation, that a reduced frequency will not adversely impact the operation of the trap, will not increase FOG discharges into the City's collection system, and will not result in nuisance odors in or around the facility.

The following procedures shall be used consistently when servicing a trap:

- a. Contractor shall scrape the sidewalls, bottom, and permanently installed baffles to remove all fats, oils, grease, and solids.
- b. For traps with removable baffles, the baffle(s) shall be removed, cleaned, inspected, and then re-installed. The cover gasket shall be inspected.
- c. The Contractor shall remove all liquid and solids from the trap and pump into the permitted vehicle.
- d. If repairs are necessary, they must be made prior to placing the trap back into service.
- e. The contents of the trap and any wash water shall not be pumped back into any private sanitary sewer, pretreatment device, or any other connection leading to the publicly owned treatment works (POTW).

The user shall only hire a nonhazardous liquid waste hauler (NHLWH) that has been approved by Maricopa County Public Works Department, Solid Waste Section and permitted by ADEQ and assigned an ADEQ ID number.

Users shall not self-clean without the prior written approval of the Environmental Services Section ((480) 350-2678).

2. FOG Interceptors

The contents of the interceptor shall be pumped at a minimum of at least every 90 business days or more frequently if the solids content reaches 25% of the interceptor volume, or when the final compartment contains more than three (3) inches of grease. If a user elects to enroll in the Tempe Grease Cooperative, the user may request in writing that the Public Works Director approve a temporary or permanent reduction in the frequency of cleaning, not to exceed 180 days. The Public Works Director will only approve reductions in cleaning frequencies if the City's Nonhazardous Liquid waste hauler informs the Public Works Director, based on at least four consecutive quarters of observation, that a reduced frequency will not adversely impact the operation of the interceptor, will not increase FOG discharges into the City's collection system, and will not result in nuisance odors in or around the facility.

The following procedures shall be used consistently when servicing an exterior trap or Interceptor. The City may modify these procedures based on observations, feedback from restaurants, or to increase the solids content of waste material to make it more useable as renewable energy feedstock:

- a. Place an approved form of spill protection under the exhaust hose of the pump.
- b. Thoroughly inspect the grease/interceptor(s). Inspections shall note and photo-document missing or damaged down spouts (T-pipes), baffles and interceptor manways (covers). The inspection shall also note any corrosion, holes or collapses, and those deficiencies shall be communicated to the City.
- c. Only open one cover at a time.
- d. Test the interceptor(s) influent chamber using a "sludge judge" apparatus. The corresponding levels of total liquid height, top oil thickness, and sludge depths are to be recorded and included in the report prepared by the Contractor. Additionally, and trash / objects not pertaining to grease waste shall be removed and documented.
- e. Pump the upstream compartment (generator) side first.
- f. As the water level in the interceptor goes down, start scraping or jetting the walls and baffles to remove the debris that has accumulated.
- g. Finish vacuuming the interceptor out, making sure to remove all sludge and debris from the bottom.
- h. Wash down the walls of the interceptor with a water hose and a 0 point nozzle. Wash down the area around the top of the interceptor as needed only.
- i. Make sure the interceptor is completely evacuated of all solids, water, oil and grease.
- j. Complete steps 4 through 9 for each compartment of the interceptor
- k. When cleaning of all compartments is completed, re-open the generator side to make sure it is clean and no additional cleaning or pumping is needed.
- l. Interceptors shall be filled through normal use from permanent fixtures. Water hoses shall not be used to recharge interceptors.
- m. Prior to leaving the location, ensure that all work areas are clean and free of grease.
- n. At no time may the contractor return any liquid from the pumping truck back into the interceptor.
- o. At no time may a contractor allow the discharge of water to flow from the grease interceptor maintenance process to a storm water drain or catch basin, street, roadway, sidewalk, gutter, landscape area or any type of storm water structure.
- p. Ensure that manhole covers are properly installed for safety. Ask customer if they would like to inspect the work performed.

3. Chemical and Bacteriological Additives

Chemical and bacteriological additives may only be used upon written approval by the Public Works Director. At no time shall any additive be used that causes emulsification and/or saponification to occur. The use of any approved additive shall not alter the required cleaning frequencies prescribed in these Rules and Procedures.

4. Sand and Oil Separator

A user shall pump the contents of a sand and oil water separator (interceptor) a minimum of at least every 180 days or more frequently if any coating of oil and or sheen is visible in the final compartment and/or when the solids content reaches 25% of the interceptor volume.

5. Lint Interceptors and Hair Traps

If necessary to safeguard the operation and efficient functioning of the POTW, the Public Works Director shall require facilities with lint interceptors and/or hair traps to maintain the lint interceptor or hair trap as recommended by the manufacturer or at least once every twelve (12) months, whichever results in more frequent maintenance.

Best Management Practices

If necessary to safeguard the operation and efficient functioning of the POTW, the Public Works Director shall require any user to implement Best Management Practices deemed necessary to reduce pollutants entering the POTW.

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 by joining together to procure grease trap and interceptor service at a lower cost of compliance. 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 Fats, Oils and Grease to create more sustainable sewer and plumbing infrastructure for the City and its restaurants;
3. Ensure that through cooperative procurement, members receive discounted rates on services provided, promoting 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, both at the property and after vendors leave the property boundary; and
5. Collectively secure Fats, Oils, and Grease 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 in the City of Tempe may enroll in the Tempe Grease Cooperative (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

Phone: (480) 350-2678

Email: 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.

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 member.

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 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 food service establishment 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 Cooperative, 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 Cooperative 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.²

8. Downtown Test Area: Member Dividends

Since early 2012, the City has been collecting baseline data in the *downtown test area*, bounded by Rio Salado Parkway to the north, Roosevelt Drive to the west, 10th Street to the south, and College Avenue to the east. Data collected includes the concentration of pollutants (Total Suspended Solids (TSS) and Chemical Oxygen Demand (COD)) in the sewage stream from this area, and televised inspections of sewer infrastructure to assess the buildup of FOG within the City's sewers. At the end of the first year of TGC operation, the City may provide year-end dividends to members of the Cooperative located in the downtown test area.

² Rebates will be based only on trap and Gold level interceptor service. Platinum level members will be eligible to receive rebates based on what their cost of service would have been during the year using Gold level interceptor service.

Dividends will be calculated based on calculated reductions in wastewater treatment costs resulting from program participation. The average concentrations of TSS and COD from July 1, 2012 to June 30, 2013 (Avg. COD = 735 mg/L; Avg. TSS = 389 mg/L) are the basis for calculating Tempe's share of operating and maintenance costs at the regional 91st Avenue Wastewater Treatment Plant for the downtown test area. During the first year of program implementation, the City will continue to collect sewage data for the downtown test area, and will calculate cost reductions resulting from implementation of the program as follows:

COD Savings: $((\text{Avg. COD (kg/L)}^{(\text{TGC year 1})} - 0.000735) \times 8.34 \text{ (conversion to lbs)}) \times \text{Total Flow (gal)}^{(\text{TGC year 1})} \times \$0.2662 \text{ (cost per pound)}$

TSS Savings: $((\text{Avg. TSS (kg/L)}^{(\text{TGC year 1})} - 0.000389) \times 8.34 \text{ (conversion to lbs)}) \times \text{Total Flow (gal)}^{(\text{TGC year 1})} \times \$0.3186 \text{ (cost per pound)}$

If a total cost reduction for the City for the downtown test area is calculated, dividends will be paid proportional to total contract year cost for current TGC members in the downtown test area. Entities that were TGC members but which are not members at the time of the dividend disbursement are not eligible for the dividend.

9. 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.

10. 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.

11. 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.

12. Comments

The City will provide a comment form on the TGC website for member food service establishments 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.

13. 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 Cooperative. 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 timely three times in any one year period.

15. Modification

The City reserves the right to modify, alter, or terminate the TGC and these Terms and Conditions at any time.

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.