

## 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) through collective procurement of grease trap and interceptor services by the City to achieve a lower cost of compliance. The TGC is structured to achieve five core goals:

1. Provide high quality service to best reduce unpleasant 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. Use cooperative procurement to help 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, and that their waste is managed responsibly and legally through final disposition; and
5. Collectively secure 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 Cooperative and procures services, establishes and administers contracts, coordinates service schedules, audits service quality, and advocates on behalf of members when issues arise. City administration allows members to focus on core business practices, with the knowledge that the maintenance and cleaning of their plumbing infrastructure is in good hands.

The 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 (FSEs) in the City of Tempe may enroll or withdraw in the TGC at any time. Enrollment and withdrawal are free of charge. Upon withdrawal from the TGC, re-enrollment is contingent upon payment of any outstanding balance. A FSE may enroll via:

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

Phone: (480) 350-2678

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

Enrollment in the Cooperative serves as consent to use the name and logo of the member on promotional materials to showcase enrollment and member commitment to a more sustainable environment. A member may revoke this consent by sending a request to [grease@tempe.gov](mailto:grease@tempe.gov).

Withdrawal notification must be received by the City at least seven (7) days prior to scheduled service in order to be effective prior to that service. Members that withdraw less than seven (7) days prior to scheduled service will receive final service as scheduled and will 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, seasonal, or permanent changes to preferred service windows through the City. Members must request changes in service windows at least seven (7) 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.

Failure to notify the City of rescheduling of services prior to the date of service will result in an unserviceable visit fee in accordance with the TGC's current pricing structure. Make-up service will be scheduled by the TGC at a time convenient to the member in accordance with applicable cleaning frequency requirements.

## 4. Device Sizing Variance

The Public Work's Director may grant a member FSE a variance from the sizing criteria established in Tempe City Code § 27-22 and in the Rules and Procedures under the following conditions:

- The Public Works Director determines that the proposed device provides equal or greater protection of the city's sewer infrastructure;
- The Public Works Director reviews and establishes cleaning frequencies that ensure protection of the sewer system;
- The FSE maintains membership in good standing in the Tempe Grease Cooperative;
- If the FSE fails to maintain good standing in the Tempe Grease Cooperative, the FSE will be required to install and maintain a device sized in accordance with the city's requirements.

## 5. Service Frequency Reductions

Once enrolled in the Tempe Grease Cooperative, an FSE member in good standing may request a service frequency reduction. The grease trap or interceptor must be in good repair and working order before beginning a frequency reduction trial. Grease traps and interceptors may only be considered for a frequency reduction if they meet the sizing criteria established in Tempe City Code, § 27-22. The device must be properly plumbed and functioning as designed and in accordance with manufacturers specifications. The device may be secured to ensure exclusive access through the means of a lock, security tape, or other means. Requests requiring on-site assessment of infrastructure performance may not begin between the months of May and August.

Non-school FSEs may be eligible to reduce service to once every 90 days for grease traps or once every 180 days for grease interceptors based on City review of trap or interceptor performance. Public K-12 school members may be eligible to reduce service to once each year for grease interceptors and twice each year for grease traps. Appropriate frequencies will be determined on a case-by-case basis.

The City's review will include inspections of grease accumulation over time, odors, or other device criteria that indicate decreasing performance. Once a device is determined to be at maximum recommended capacity within the review period, or other performance failures are identified, the device will be scheduled for cleaning and an appropriate ongoing frequency will be established based on the City's review.

The Public Works Director will only approve reductions in cleaning frequencies if the Public Works Director determines that a reduced frequency will not adversely impact the operation of the device, will not increase FOG discharges into the City's collection system, and will not result in nuisance odors in or around the facility.

The Public Works Director may adjust or revoke reduced service frequencies at any time.

## 6. City Infrastructure Assessments

Members of the Cooperative are entitled to one City infrastructure assessment annually at no cost. Upon request, City staff may 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 evaluation for the resolution of any infrastructure or operational issues. Additional assessments within one year may be requested and scheduled through the TGC and completed at the member's expense.

## 7. 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. Notification will

be provided to the email address on file. Costs reflect pricing provided to the City under contract.

8. Finder's Credit

Existing member restaurants in good standing that refer FSEs that have not previously been a Cooperative member 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. Each member FSE is entitled to no more than four finder's credits, or \$200 in credit, in any one year. If the member withdraws from the Cooperative before using the credit, the credit is void and is not subject to a cash pay-out or to transfer to another member.

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 of Enrollment are an attachment.

10. Vendor Registry for Ancillary Services

In the course of its activities, the Tempe Grease Cooperative may identify common FOG-related or complementary product and/or service needs for member restaurants. The Tempe Grease Cooperative may review the individual vendors/providers in specific categories using objective criteria and may maintain vendor registries for products in those categories, in order to provide TGC members with convenient reference and access to quality products and services. Such registry, however, shall under no circumstances be deemed or considered to be an endorsement or recommendation of that product or service by the City of Tempe, and all members shall be responsible for conducting their own due diligence in the selection of any such product or service.

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 of Enrollment 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 of Enrollment.

12. Solicitation of Member Feedback

The City encourages members to provide comments in writing, by phone, by email, or on-line. 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. Membership in Good Standing

Membership in the TGC meets the cleaning and ordinary maintenance requirements established in the City's Rules and Procedures for Interceptors and Traps only if a member remains in good standing.

A TGC member is considered to be in good standing when:

- The member has paid their account balance in full;
- The member has had fewer than three late payments in the previous 12 months; and
- The member ensures that its trap or interceptor is accessible at the time of scheduled service. In the event that a service is missed due to non-access, the member must contact the City and reschedule service for within seven (7) days of the originally scheduled service.

### 14. Payment

TGC members shall pay the City for the services received within 30 days of billing. Members with payment delinquency will be subject to suspension of service. TGC services may be suspended until the member's account is current and payment is up-to-date. While TGC service is suspended, the member will be responsible for having its grease trap or interceptor cleaned in accordance with § 27-22. No service frequency reduction will be applicable during a suspension of service for non-payment.

### 15. 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.

### 16. Modification

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