

**THIRD AMENDMENT TO THE AGREEMENT BETWEEN CITY OF
LAGUNA WOODS AND CR&R INCORPORATED FOR SOLID WASTE HANDLING
SERVICES**

THIS THIRD AMENDMENT TO THE AGREEMENT BETWEEN CITY OF LAGUNA WOODS AND CR&R INCORPORATED FOR SOLID WASTE HANDLING SERVICES ("Amendment No. 3") is made and entered into as of 29 day of April, 2024 ("Effective Date"), by and between the CITY OF LAGUNA WOODS ("City"), and CR&R INCORPORATED ("Contractor").

RECITALS

A. On or about January 1, 2022, City and Contractor entered into that certain Agreement between City of Laguna Woods and CR&R Incorporated for Solid Waste Handling Services ("Agreement"), pursuant to which City agreed to provide to Contractor an exclusive franchise for Solid Waste Handling Services within the City of Laguna Woods.

B. Subsequent to the adoption of the Agreement, City and Contractor negotiated a variety of modifications to the Agreement, including modifications to (1) facilitate the replacement of all residential non-low-profile bins with low-profile bins, (2) establish a new standard for bin lids to have a minimum one-inch overhang, (3) lower the maximum annual Consumer Price Index adjustment of Contractor's maximum customer rates by 1%, (4) allow collection from certain commercial properties to begin one hour earlier, and (5) modify various provisions of the agreement for consistency with state law and/or based on City's experience managing the agreement since 2022. City and Contractor now wish to amend the Agreement accordingly.

AMENDMENT

In consideration of the foregoing Recitals, which are incorporated herein by this reference, and the covenants and promises hereinafter contained, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. Amendment. The Agreement is hereby amended as set forth in Exhibit A.
2. Effect of Amendment. Except as expressly provided in this Amendment No. 3, all of the terms, conditions, and provisions set forth in the Agreement shall remain in full force and effect.
3. Effective Date. The effective date of this Amendment No. 3 shall be the later of the dates set forth next to the signatures of the parties hereto, after both parties hereto have signed this Amendment No. 3, which date shall be inserted into the preamble to this Amendment No. 3.
4. Representations. The persons executing this Amendment No. 3 on behalf of each party hereto warrant that (a) they are duly authorized to execute this Amendment on behalf of the

party for whom they sign, and (b) by so executing this Amendment No. 3, the party for whom they sign is formally bound to the provisions of this Amendment No. 3.

5. Counterparts. This Amendment No. 3 may be executed in counterparts, each of which, when both parties hereto have signed this Amendment No. 3, shall be deemed an original.


IN WITNESS WHEREOF, City and Contractor have caused this instrument to be executed on their behalf by their respective officers or agents herein duly authorized as of the date first written above.

“City”
CITY OF LAGUNA WOODS

By: 
Noel Hatch, Mayor

Date: 4/29/24

ATTEST:

By: 
Yolie Trippy, CMC, City Clerk

APPROVED AS TO FORM:

By: 
Alisha Patterson, City Attorney

“Contractor”
CR&R INCORPORATED

By: 
Cliff Ronenberg, Chairman and
Chief Executive Officer

Date: 4/25/24

[END OF SIGNATURES]

EXHIBIT A TO AMENDMENT NO. 3

Section 8.1.9 of the Table of Contents is amended to read as follows and with the correct page number inserted in place of “XX” (additions shown in underlining and deletions shown with ~~strikethrough~~):

8.1.9 Record of ~~Non-collection~~Non-Collection.....XX

Section 8.9 (Low Profile Bins) is added to the Table of Contents and with the correct page number inserted in place of “XX”:

8.9 Low Profile Bins.....XX

Section 10.8.3 of the Table of Contents is amended to read as follows and with the correct page number inserted in place of “XX” (additions shown in underlining and deletions shown with ~~strikethrough~~):

10.8.3 ~~Complaint Documentation~~Service Complaints and Inquiries.....XX

Section 10.9 of the Table of Contents is amended to read as follows and with the correct page numbers inserted in place of “XX” (additions shown in underlining and deletions shown with ~~strikethrough~~):

10.9 Education and Public Awareness.....XX
10.9.1 General.....XX
10.9.2 Written Program Materials.....XX
10.9.3 Public Outreach.....XX
10.9.4 ~~Corrective Action Notice~~RESERVED.....XX
10.9.5 AB 341, AB 1826, and SB 1383 Implementation Plan.....XX

Section 8.1.4 (“Collection Times”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

8.1.4 Collection Times

Contractor shall ~~not commence~~only engage in Collection of Solid Waste for Customers at Residential Premises between the hours of ~~until~~ 7:00 a.m., ~~nor shall such activities occur after and~~ 5:00 p.m. ~~at Residential Premises~~ and shall only engage in Collection of Solid Waste from Commercial Premises between the hours of 6:00 a.m. and ~~after~~ 7:00 p.m., except that Containers that are located on Commercial Premises within two hundred (200) feet of a dwelling unit shall only be collected between the hours of 7:00 a.m. and 7:00 p.m. for Commercial Premises. No Solid Waste Collection shall occur on Sundays

at Residential Premises, except as may be requested by Responsible Customers in exceptional circumstances for which specific approval is given by the City Manager. Solid Waste Collection shall not occur on the following holidays: New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day.

Section 8.1.7(E) ("Replacement of Containers") is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

(E) Contractor shall ensure it maintains an accurate list that contains the total number of Containers it services, including the account/~~customer~~-Customer number, service address, GPS coordinates, type and size of Container, service days, and the serial number or other identifying information associated with each Container. Contractor shall keep this list up to date at all times, provide it to City within ten (10) days of any update, and shall include a current updated list with each ~~annual~~-monthly report as set forth in Section ~~23.3~~23.1. In addition, Contractor shall provide this list to City within forty-five (45) days of the Service Commencement Date.

Section 8.1.7(G) ("Replacement of Containers") is amended to read as follows (additions shown in underlining):

(G) Upon request and no more than one time per calendar year for Refuse and Recycling Carts, and no more than two times per calendar year for Organics Carts, Contractor shall exchange a Customer's Cart for a "like new" Cart at no additional charge on Customer's next regular Collection day unless City requests an earlier exchange, in which case Contractor shall make the exchange within forty-eight (48) hours of notification from City. In instances where a Responsible Customer requests an exchange of more than fifty percent (50%) of any single type of Cart assigned to their account, such exchange shall be made within thirty (30) calendar days from the date of the request. In addition, Contractor shall repair and maintain, remove graffiti from, and replace lost, stolen or damaged Carts at no charge to Customers on Customer's next Collection day, unless City requests earlier repair, maintenance, removal of graffiti, or replacement, in which case, Contractor shall cause such work to be completed within forty-eight (48) hours of notification from City (Sundays and holidays as described in Section 8.1.4 excepted). However, Contractor shall be entitled to charge Customers for the replacement of any Cart that has been damaged by a Customer's willful neglect or abuse, ordinary wear and tear excepted, with such charges being subject to the City Manager's approval and at a fee no higher than Contractor's actual cost of repair and replacement.

Section 8.1.7(H) ("Replacement of Containers") is amended to read as follows (additions shown in underlining):

(H) All Bins and Roll-off Boxes shall be kept freshly painted in a uniform fashion. All Bins and Roll-off Boxes shall be identified with Contractor's name and phone

number in letters not less than three inches high on its exterior so as to be visible and legible when the Container is placed for use. In addition, Contractor shall repair and maintain, remove graffiti from, and replace lost, stolen or damaged Bins and Roll-Off Boxes at no charge to Customers on Customer's next Collection day, unless City requests earlier repair, maintenance, removal of graffiti, or replacement, in which case, Contractor shall cause such work to be completed within forty-eight (48) hours of notification from City (Sundays and holidays as described in Section 8.1.4 excepted). However, Contractor shall be entitled to charge Customers for the replacement of any Bin or Roll-Off Box that has been damaged by a Customer's willful neglect or abuse, ordinary wear and tear excepted, with such charges being subject to the City Manager's approval and at a fee no higher than Contractor's actual cost of repair and replacement.

Section 8.1.9 ("Record of Non-Collection") is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

8.1.9 Record of Non-~~collection~~Collection

As more fully set forth herein, Contractor shall Collect all Solid Waste placed for Collection by Customers in Containers, excepting materials that do not meet the definition of Solid Waste (such as hazardous substances) or which are commingled with such materials. Whenever Contractor determines not to Collect any ~~Solid Waste material~~ deposited for Collection, Contractor shall leave a tag affixed to the Container at least 2" by 6" in size, indicating the reason for Contractor's refusal to do so. This information may be either handwritten or left by means of a check system (i.e., checking off boxes on a preprinted form). QR codes or URL links leading to information about the reason for Contractor's refusal to Collect may be used on tags affixed to Containers on Commercial Premises in lieu of either handwritten information or information left by means of a check system. The tag shall provide Contractor's business name and its local telephone number and shall be securely fastened to the Container ~~or the article refused~~. Contractor shall also notify the Responsible Customer of its refusal to Collect by telephone or email within twenty-four (24) hours of such non-Collection. Contractor may provide comparable notifications to Responsible Customer via email, in lieu of leaving tags affixed to the Container, when so agreed by the Responsible Customer. For any Solid Waste Container that is inaccessible to Contractor for Collection, Contractor shall notify the Responsible Customer of its inability to access the Container by telephone or email within twenty-four (24) hours of attempted Collection. Contractor shall maintain a record of all such ~~taggings~~ refusals or inability to Collect at its place of business. Such record shall contain the date of such ~~notice~~ refusals or inability to Collect, street address, reason for ~~non-collection-non-Collection~~, and a summary of any communications between Contractor and Customer involved, including names, dates, and times thereof. Such record shall be retained and reported to City on a monthly basis in accordance with Section 23.1. ~~Contractor shall follow-up with all Customers receiving a tag for non-collection by telephone within twenty-four (24) hours.~~

Section 8.2.7 (“Residential Green Waste Program”) is amended to read as follows (additions shown in underlining):

8.2.7 Residential Green Waste Program

As of the Effective Date of this Agreement, source separated Green Waste generated from Residential Premises is collected by third-parties and Contractor shall not be required to provide source separated Green Waste Collection from Residential Premises. ~~However, should source separated Green Waste generated from Residential Premises cease to be Collected by third parties, Contractor shall, if requested by City, commence source separated Collection of that Green Waste and Contractor and City shall meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth in Exhibit A in order to compensate Contractor for the source separated Collection and proper handling of Green Waste.~~ City reserves the right to contract with a Person other than or in addition to Contractor for the Collection of source separated Green Waste, and in such case, source separated Green Waste collected by other Persons would be deemed excluded from scope of Franchise pursuant to Section 3.2.

Notwithstanding the above, Contractor is required to Collect Green Waste that a Customer discards as Solid Waste and places in a Refuse Cart, Organics Container, or other Container for Collection.

Should Green Waste Collection commence for any Residential Premises or Responsible Customer, the number, type and size of Containers provided by Contractor for Collection of Green Waste, and the frequency of Collection, shall be mutually agreed upon by Customer or Responsible Customer, where applicable, and Contractor, except that Collection shall occur not less than one time per week and the City Manager shall have the right to impose minimum requirements for Container numbers, types and sizes and more frequent Collection should he/she/they determine such action is needed to protect public health and safety or comply with Applicable Laws. Contractor may charge rates for such services which do not exceed the maximum rates set forth in Exhibit A.

In the event of any dispute as to the adequacy of the number, type, size, or Collection frequency of Containers at any given Residential Premises, the City Manager shall have the ability to approve the number, type, size, and Collection frequency of Containers used at such Residential Premises.

Wherever feasible, Customers shall be directed by Contractor to place Carts for Collection on the sidewalk or in the street gutter, against the curb, in front of their Premises, or adjacent to their Premises in the alley or easement in the rear of their Premises. Bins and Roll-off Boxes shall be Collected by Contractor from the location upon each Customer’s property designated for their storage and replaced to that location with gates and/or doors secured, as applicable, after Collection is completed, unless different arrangements are agreed upon by Customer and Contractor. If a Customer and Contractor cannot agree upon a Collection location, or if the City Manager determines the selected location may cause

public safety or other concerns, the City Manager may make the final determination of the Collection location.

In the event extra pickups are required at a Residential Premises, Contractor may charge Customer or Responsible Customer, where applicable, for such pickups rates which do not exceed the maximum rates set forth in Exhibit A.

The first paragraph of Section 8.3.2 (“Commercial Recycling Services”) is amended to read as follows (additions shown in underlining):

Contractor shall offer and provide a commercial Recycling program (the “Commercial Recycling Program”) that enables City and Customers to meet or exceed the requirements of ~~all laws and regulations related to solid waste and recycling~~ Applicable Laws, including without limitation AB 341 and SB 1383, and implements the related provisions of Contractor’s Implementation Plan set forth in Exhibit C, and achieves the Diversion requirements set forth in this Agreement.

Section 8.3.4 (“Commercial Collection Programs - Education and Outreach”) is amended to read as follows (additions shown in underlining).

8.3.4 Commercial Collection Programs - Education and Outreach

Contractor shall produce, keep current, and provide public information in compliance with all laws and regulations related to Solid Waste and Recycling, including without limitation AB 939, AB 341, AB 1826, and SB 1383 and that specifically outlines its Commercial Premises Collection Programs. Contractor’s public information and outreach efforts shall occur on a schedule substantially similar to that set forth in Contractor’s Proposal, modified in a manner acceptable to the City Manager to account for the date this Agreement is approved. All public information, education and outreach related materials and content shall be approved in advance by the City Manager, shall be consistent with Contractor’s Proposal, and shall include at least the following:

- an initial mailing letter to all Customers introducing Contractor and explaining the transition that will occur to Contractor as well as Contractor’s programs.
- a detailed brochure that describes Contractor’s recycling programs, with such brochures being made available to all Customers throughout the Term including by mailing them to new Commercial Customers who subscribe for Collection services during the Term, and by placing them at community locations designated by the City Manager from time to time.
- a dedicated, separate page on Contractor’s website for City which outlines Contractor’s services.

- social media platforms designed to provide education to Customers on the importance of recycling and proper means by which to utilize Contractor’s programs.

Section 8.6.3.1 (“Warranties and Representations”) is amended to read as follows (deletions shown with ~~strikethrough~~):

8.6.3.1 Warranties and Representations

Contractor warrants and represents that it is aware of and familiar with City’s Source Reduction and Recycling Element (the “SRRE”), that it is familiar with City’s waste stream, and that it has the ability to and will provide sufficient programs and services to ensure City will meet or exceed the Diversion goals (including, without limitation, amounts of Solid Waste to be diverted, time frames for Diversion, and any other requirements) set forth in any relevant law or regulation, including without limitation AB 939, AB 341, AB 1826 and SB 1383, and all amendments thereto, and that it shall do so without imposing any costs or fees other than those set forth in Exhibit A (including if it implements new programs to achieve such goals which are not called out herein). Stated otherwise, Contractor acknowledges that it is responsible for ensuring that its various programs achieve the Diversion requirements hereunder, and that it may be required to modify its programs from time to time, at no additional cost to City or Customers, to meet such Diversion requirements. ~~Contractor specifically acknowledges that City’s current mandated Diversion goal as set forth pursuant to the Applicable Laws is fifty percent (50%), and that this is subject to possible modification pursuant to the provisions of AB 341.~~

Section 8.6.4 (“Guaranteed Minimum Contractor Recycling Rate”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~).

8.6.4 Guaranteed Minimum Contractor Recycling Rate

~~Contractor shall divert a minimum of fifty percent (50%) of all Solid Waste it Collects under this Agreement for each calendar year beginning January 1, 2022 (“Recycling Diversion Requirement”). Diversion of materials not Collected by Contractor shall not be counted towards meeting the Recycling Diversion Requirement. Contractor shall not be entitled to a reduction in the Recycling Diversion Requirement, or a rate adjustment, if or when:~~

- ~~•Transformation or other facilities are no longer available for any reason; or~~
- ~~•CalRecycle diversion credit under AB 939 or other Applicable Laws is no longer provided for Solid Waste sent to a Transformation Facility.~~

~~To comply with this Section, Contractor is required to submit tonnage reports supporting the Recycling Diversion Requirement to City within 45 days of the end of each calendar year, and to provide supporting documentation as may be requested by City or its designee as part of, or independent of, an audit. Failure to meet, and fully support, the Recycling Diversion Requirement may result in City assessing liquidated damages in accordance with Section 18.7.3.6 and/or termination of this Agreement pursuant to Section 18.6(H).~~

Contractor agrees to implement measures which will result in it diverting from landfill disposal a sufficient amount of Solid Waste such that City's actual per capita disposal is less than its targeted per capita disposal as shown annually in its Electronic Annual Report (EAR) to CalRecycle (the "Recycling Diversion Requirement"). In the event that the per capita disposal target imposed by the Applicable Laws upon the City decreases (i.e., City's diversion obligations increase), City and Contractor will meet and confer in good faith to find applicable solutions and programs to ensure City complies with such changes to the Applicable Laws; and, further, to arrive at an adjustment to the maximum rates set forth in Exhibit A to cover any costs associated therewith.

To comply with this Section, Contractor shall, within 45 days of the end of each calendar year, submit tonnage reports and any other supporting documentation as may reasonably be requested by City or its designee as part of, or independent of, an audit. Failure to meet, and fully support, the Recycling Diversion Requirement may result in City assessing liquidated damages in accordance with Section 18.7.3.6 and/or termination of this Agreement pursuant to Section 18.6(H).

Section 8.6.7 ("Excessively Contaminated Containers") is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

Without limiting Contractor's overall diversion obligations pursuant to this Agreement, Contractor and City agree to work together to identify what materials are appropriate for inclusion in Containers ~~designed~~ designated for the Collection of mixed Solid Waste, ~~Recyclables~~, Organic Materials and Green Waste, and what materials if placed therein constitute "~~contamination~~" and "excessive contamination". Unless otherwise directed by City to ensure Contractor's obligations are consistent with Contractor's Proposal, or as may be modified to ensure consistency with City's Municipal Code and Applicable Laws, Contractor and City agree to utilize the following procedures to assist in minimizing contamination:

~~(A)~~ (A)—If Contractor documents that a particular Refuse Container, Recycling Container, Organics Container, or Green Waste Container is excessively contaminated, Contractor shall service the Container, making whatever accommodations are necessary (at no additional cost to Customer), such as Collecting the Container as Refuse, or removing the contamination prior to Collection. Contractor shall ~~affix a notice to the Container or Customer's entrance to Residential Dwelling Unit or Commercial Premises, and send an electronic copy of the notice to Customer if an email address is on file, with~~

~~language intended to inform Customer that:~~ follow the notification procedures set forth in Section 8.1.9 for the first three instances of such excessive contamination of a single container in a twelve (12) month period. Contractor may charge Responsible Customer a contamination fee in an amount that does not exceed the maximum rate set forth in Exhibit A for the fourth and subsequent instance of excessive contamination of a single Container within a twelve (12) month period. In addition, where there have been four (4) or more instances of excessive contamination in a single Container in any twelve (12) month period, Contractor may (with approval of the City Manager) deliver additional or larger Containers to Responsible Customer, or require additional Collections as appropriate, and charge Responsible Customer for such increased or additional services at rates that do not exceed the maximum rates set forth in Exhibit A.

- ~~(1) — The Container required special Collection services and the contents could not be readily recycled due to the presence of non-Recyclable Material in the Container;~~
- ~~(2) — What materials are and are not to be placed in the Container;~~
- ~~(3) — Warning that future instances of contamination may result in administrative civil penalties; and~~
- ~~(4) — A telephone number to contact Contractor to obtain additional information and/or receive responses to any questions Customer may have.~~

~~For Containers in which the Responsible Customer is not the primary Solid Waste generator, a similar notice shall be provided to the Responsible Customer.~~

~~(A) — In the event the same Refuse Container, Recycling Container, Organics Container, or Green Waste Container in question is found to be contaminated a second and third time, Contractor shall provide a second and third notice substantially similar to the first, and affix it to the Container or Customer's entrance to Residential Dwelling Unit or Commercial Premises, and send an electronic copy of the notice to Customer if an email address is on file. Thereafter, if the Container in question continues to be excessively contaminated, Contractor may charge Customer a contamination fee in an amount that does not exceed the maximum rate set forth in Exhibit A. In addition, where there have been three (3) or more instances of excessive contamination in a single Container in any twelve (12) month period, Contractor may (with approval of the City Manager) deliver additional or larger Containers to Customer, or require additional weekly Collections as appropriate, and charge Customer for such increased or additional services at rates that do not exceed the maximum rates set forth in Exhibit A.~~

Section 8.9 (Low-Profile Bins) is added to read as follows (additions shown in underlining):

8.9 Low-Profile Bins

Contractor shall replace all non-Low-Profile Bins with Low-Profile Bins at all Residential Premises no later than December 31, 2025. Low-Profile Bins shall be metal or plastic Bins no less than forty-six (46) inches and no more than fifty-five (55) inches from the bottom of the caster to the Bin lid lip, with lightweight overhanging lids and labels that comply with the specifications in Exhibit B. Contractor shall provide written notification to City of its progress in meeting each performance milestone, including the location of all replacements, within five (5) calendar days of each performance milestone deadline:

- (1) Performance Milestone One: Between May 1, 2024 and December 15, 2024, at least one hundred twenty-five (125) non-Low-Profile Bins shall be replaced with Low-Profile Bins at Residential Premises. Only non-Low-Profile Bins replaced with Low Profile Bins at Residential Premises on or after May 1, 2024 shall be counted toward Performance Milestone One.
- (2) Performance Milestone Two: Between May 1, 2024 and June 15, 2025, at least two hundred fifty (250) non-Low-Profile Bins shall be replaced with Low-Profile Bins. Replacements counted toward Performance Milestone One shall be counted toward Performance Milestone Two.
- (3) Performance Milestone Three: All non-Low-Profile Bins shall be replaced with Low-Profile Bins by December 31, 2025.

During Contractor's planned replacement of all non-Low-Profile Bins as described in this Section, Contractor shall prioritize, at any given time, twenty (20) spontaneous Customer requests for non-Low-Profile Bin replacements in order of the date received. Contractor shall complete such replacements no later than twenty-one (21) calendar days from the date that each Customer request is received by Contractor. If more than twenty (20) spontaneous Customer requests have been received by Contractor in any twenty-one (21) calendar day period, when each such Customer request is completed, the next such Customer request in order of the date received shall be added to the twenty (20) prioritized Customer requests.

Should Contractor meet all the performance milestones described in this Section, City shall waive Contractor's obligation to pay the liquidated damages incurred due to Contractor's failure to meet its Recycling Diversion Requirement for the 2023 calendar year in the amount of \$80,793.20, plus charges for late payments set forth in Section 12.

Should Contractor meet all the performance milestones described in this Section, be in compliance with all other provisions of this Agreement, and successfully complete the extension performance review contemplated in Section 6.3 as judged at the sole, absolute and unfettered discretion of the City Council, City shall exercise its option to extend this Agreement through midnight on June 30, 2037 as set forth in Section 6.2.

Should the Contractor fail to meet any of the performance milestones described in this Section, Contractor shall, within ten (10) calendar days, pay to City the liquidated damages incurred due to Contractor's failure to meet its Recycling Diversion Requirement for the

2023 calendar year in the amount of \$80,793.20, plus charges for late payments set forth in Section 12 (calculated based on a mutually agreed upon date of assessment of March 1, 2024), and this Section shall be automatically repealed from this Agreement.

Section 10.8.1 (“Office Hours”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

10.8.1 Office Hours

Contractor shall maintain a local office, within 50 miles of City, for communication with the public that at a minimum will be open from 8:00 a.m. to 5:00 p.m. Monday through Friday, holidays as described in Section 8.1.4 excepted. At least one responsible and qualified representative of Contractor, capable of communicating in English and Spanish, shall be present and available during all times that an office is required to be open as noted above (“Office Hours”), for personal communication with the public regarding Billings (including the acceptance of ~~in-person~~ in-person Bill payments), complaints, customer service inquiries, etc. and a similarly qualified person shall be available for communication with the public by phone during any times other than Office Hours when Collection is occurring.

Section 10.8.2.2 (“Call Responsiveness”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

10.8.2.2 Call Responsiveness

Contractor shall make reasonable attempts to answer all phone calls within five (5) rings. If a call has been placed on hold for three (3) minutes, the caller shall- be given an automated option to leave ~~thier~~ their phone number for a return call, which ~~call~~ shall occur within ninety (90) minutes if the call occurs during regular business hours. Calls received after regular business hours will be returned within ninety (90) minutes of operations commencing the next business day. Contractor shall make at least three attempts within the next twenty-four (24) hour period to return the call, and if efforts to reach the Customer are unsuccessful, ~~will~~ Contractor shall send an email to the email address on file, and where no email address is on file, ~~will~~ shall send a follow up letter to the account address on file; and, in either case, ~~will~~ shall document its efforts in the Customer’s file. Such documentation shall be retained for a minimum of twelve (12) months and be made available to City upon request.

Section 10.8.3 (“Complaint Documentation”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

10.8.3 ~~Complaint Documentation~~ Service Complaints and Inquiries

All service complaints and inquiries shall be directed to Contractor. All written complaints and inquiries shall be initially responded to within one (1) business day of receipt. Telephone calls shall be responded to in the manner, and within the timeframes, set forth in Section 10.8.2.2. Contractor shall log all complaints received and said log shall include the date and time the complaint was received, the name, address and telephone number of the complaining party, a description of the complaint, the name of the employee recording the complaint and the action taken by Contractor to respond to and remedy the complaint. ~~All written Customer complaints and inquiries shall be date stamped when received. All complaints shall be initially responded to within one (1) business day of receipt.~~ Contractor shall log action taken to respond to and remedy the complaint. Daily logs of complaints shall be retained for a minimum of twenty-four (24) months. All Customer service records and logs kept by Contractor shall be available to City upon request. City shall, at any time during regular Office Hours, have access to Contractor's Customer service department for purposes that may include monitoring the quality of Customer service or researching Customer complaints. Contractor shall provide to City on a monthly, quarterly, and annual basis, a complaint log, in a form satisfactory to City, that includes all of the complaints logged pursuant to this Section, the complainant and the resolution.

Section 10.8.6 (“Dedicated Recycling Coordinator”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

10.8.6 Dedicated Recycling Coordinator

Contractor shall assign a single “full time” Recycling coordinator to ~~City~~ this Agreement (meaning a ~~typical~~ typical forty (40) hour per week job assignment, taking into account typical leave time, and not assigned to perform services other than relating to this Agreement) who shall be responsible for assisting with public education and outreach as well as compliance (including, but not limited to, inspections, monitoring, enforcement and reporting) with AB 939, AB 341, AB 1826, SB 1383, ~~related Food Recovery efforts,~~ and such other laws and regulations related to Diversion and Recycling as may be applicable during the Term. The Recycling coordinator shall coordinate with City in connection with AB 939, AB 341, AB 1826 and SB 1383 program implementation and shall perform and/or oversee Contractor's inspection and other monitoring and enforcement-related functions, prepare reports required by CalRecycle to be certified by Contractor as to completeness and accuracy, conduct public outreach and education, participate in and facilitate community events throughout the year to promote Contractor's programs, and assist with resolution of complaints in accordance with Sections 10.8.2.2, 10.8.3 and 10.8.4. The Recycling coordinator shall physically work from City's City Hall at such times as mutually agreed upon by Contractor and City to ensure a close working relationship and coordination with City staff as well as accessibility for Responsible Customers and Customers; with any dispute regarding such times to be resolved by the City Manager in his/her/their reasonable discretion. Contractor shall keep records documenting the Recycling coordinator's activities, in a manner subject to the City Manager's reasonable approval, sufficient to substantiate the requirement that a “full time”

~~assignment~~assignment has been satisfied. Such records shall be retained for a minimum of twelve (12) months and be made available to City upon request.

Section 10.9.4 (“Corrective Action Notice”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

10.9.4 ~~Corrective Action Notice~~RESERVED

~~Contractor shall develop a corrective action notification form for use in instances where a Customer sets out inappropriate materials for Collection that explains the appropriate manner for Disposal of such items.~~

Section 11.3 (“Waste and Recycling Services Reimbursement”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

11.3 Waste and Recycling Services Reimbursement

On or before April 30 and November 30 of each year thereafter, Contractor shall make a payment to City in the amount more fully set forth in this paragraph intended to defray its administrative costs related to this Agreement and waste management activities City performs (the “Waste and Recycling Services Reimbursement”). The Waste and Recycling Services Reimbursement is intended to cover, but is not limited to or required to be applied to, any or all of the following: ongoing compliance review as ~~noticed~~ described in Section 28.3; City’s legal and consultant fees incurred in administration of this Agreement and on other matters related to Solid Waste; City’s procurement of recovered organic waste products; City’s promotion of waste management through its website, local cable television station, community newsletters, and materials provided at City Hall; the Collection of Solid Waste from the City’s transit shelters; Household Hazardous Waste and e-waste Collection; document shredding; and, City Hall drop-off location for medications, small electronics, batteries, ~~and~~ fluorescent bulbs, Sharps, and Solid Waste that City accepts from others. The total amount of the biannual Waste and Recycling Services Reimbursement shall be One Hundred ~~Sixty-Five~~ Sixty-Five Thousand Dollars (\$165,000) [increased annually by any positive change in CPI as calculated under Section 24.3], payable in two installments of Eighty-Two Thousand, Five Hundred Dollars (\$82,500) [increased annually by any positive change in CPI as calculated under Section 24.3] each due on or before April 30 and November 30 of each year during the Term of the Agreement. City shall not be required to send Contractor an invoice for the Waste and Recycling Services Reimbursement, and instead Contractor’s Eighty-Two Thousand, Five Hundred Dollars (\$82,500) installment obligation [increased annually by any positive change in CPI as calculated under Section 24.3] shall automatically become due on April 30 and November 30 of each year during the Term of the Agreement.

Section 18.7.3.1(B) (“Collection Reliability”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

(B) ~~For each failure to Collect Solid Waste from any established Customer on the scheduled Collection day and not Collected within the period described in this Agreement which exceed five (5) such failures annually: \$200.00.~~ For each failure to Collect Solid Waste, which has been properly set out for Collection, from the same Customer or service address and not Collected within the period described in Section 8.1.8: \$200.00.

Section 18.7.3.1(C) (“Collection Reliability”) is amended to read as follows (additions shown in underlining):

(C) For each failure to Collect Solid Waste, which has been properly set out for Collection, from the same ~~Customer service address~~ Customer service address on two (2) ~~consecutive~~ scheduled pickup days in a thirty (30) calendar day period: \$200.00\$400.00.

Section 18.7.3.2 (“Collection Quality”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

18.7.3.2 Collection Quality

(A) For each occurrence of failure to properly return any empty Containers to avoid pedestrian or vehicular traffic impediments or to place any Containers upright with lids ~~secured closed and locked (if applicable)~~ secured closed and locked (if applicable) which exceeds ~~ten (10)~~ five (5) such occurrences annually for the same Customer or service address: \$150.00.

(B) For each occurrence Contractor of—does not employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Contractor under this Agreement, and as a result excessive noise or discourteous behavior is exhibited—excessive noise or discourteous behavior which exceeds five (5) such occurrences annually: \$500.00.

(C) For each ~~occurrence~~ calendar day of Collecting Solid Waste during unauthorized hours which exceeds five (5) such occurrences annually for the same Customer or Responsible Customer: \$500.00.

(D) For each occurrence of damage to private property in an amount in excess of \$1,000 ~~which exceeds five (5) such occurrences annually: \$500.00.~~

(E) For each failure to clean up Solid Waste spilled from any Containers, excepting amounts that are so nominal in nature that they would not reasonably be expected to be noticed by the driver of a Collection Vehicle, within ninety (90) minutes or in compliance with NPDES requirements, whichever is stricter: \$500.00.

Section 18.7.3.3 (“Customer Responsiveness”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

18.7.3.3 Customer Responsiveness

(A) For each failure to initially respond to a Customer or Responsible Customer written complaint or inquiry within one (1) business day, which exceeds five (5) such occurrences annually, and for each additional day in which the complaint is not addressed: \$150.00.

(B) For each failure to respond to a Customer or Responsible Customer telephone call per Section 10.8.2.2, which exceeds five (5) such occurrences annually: \$150.00.

~~(BC)~~ For each failure to process Customer or Responsible Customer complaints ~~to City as required herein~~ per Section 10.8.3, which exceeds five (5) such occurrences annually: \$200.00.

~~(CD)~~ For each failure to respond to a written inquiry from City’s City Manager or Solid Waste contract manager regarding service requests or requests for information within two (2) business days (excluding Saturday, Sunday and holidays listed in Section 8.1.4), and for each additional day in which the inquiry is not addressed, ~~which exceed five (5) occurrences annually:~~ \$200.00.

~~(DE)~~ For each failure to remove graffiti from any Containers or to replace with any Containers bearing no graffiti, within twenty-four (24) hours (Sundays and holidays excepted) of a request from City, Customer, or Responsible Customer: \$150.00.

~~(EF)~~ For each failure to repair or replace any damaged or missing Container within ~~two (2) business days (excluding Saturday, Sunday and holidays listed in Section 8.1.4) of request from City or Customer~~ the period described in Section 8.1.7, and for each additional day in which the repair or replacement is not made: \$150.00.

(G) For each failure to exchange any Cart within the period described in Section 8.1.7, and for each additional day in which the exchange is not completed: \$150.00.

~~(FH)~~ For each failure to process a claim for damages within thirty (30) days from the date submitted to Contractor: \$100.00.

~~(GI)~~ For every Recycling Cart Collected as Refuse without issuing a notice per Section 8.6.7 ~~which exceeds ten (10) such occurrences annually:~~ \$50.00.

~~(HJ)~~ For every Organics Cart Collected as Refuse without issuing a notice per Section 8.6.7 ~~which exceeds ten (10) such occurrences annually:~~ \$50.00.

(K) For each failure to issue a notice to a Customer or Responsible Customer for materials not collected per Section 8.1.9 ~~due to improper set out which exceeds ten (10) such occurrences annually~~: \$100.00.

(L) For each calendar day a Customer's prioritized request to replace a non-Low-Profile Bin is not completed pursuant to Section 8.9: \$30.00.

Section 18.7.3.6 ("Minimum Hauler Recycling Requirements") is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

18.7.3.6 ~~Minimum Hauler Recycling Requirements~~ Other Requirements

(A) For each calendar year in which Contractor fails to meet the guaranteed Recycling Diversion Requirement set forth in Section 8.6.4: ~~\$40~~ \$75.00 for each ton below the tonnage level necessary to meet the Recycling Diversion Requirement.

(B) For each calendar day in excess of sixty (60) calendar days in any twelve (12) month period in which a dedicated Recycling coordinator as described in Section 10.8.6 is not assigned to the City: \$100.00.

Section 23.1 ("Monthly Reports") is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

23.1 Monthly Reports

At a minimum, Contractor shall report the following to City on a monthly basis: Solid Waste Collected and diverted by Contractor for each month, sorted by type of Solid Waste in tons broken down at a level acceptable to City (which at a minimum shall include: refuse, Green Waste, e-waste, ~~and universal waste~~ ~~item counts~~, white goods, types of recyclables including PET, HDPE, mixed plastics, aluminum, cardboard, mixed paper, wood, sand, ~~and concrete~~, asphalt, and rubble), as well as by ~~customer~~ Customer and program type (i.e., single family, multi-family, commercial, roll-off, curbside, bulky item, etc.); the facilities where all Solid Waste Collected was processed or disposed; a list of all missed pick-ups; a list of the records related to ~~non-collection~~ non-Collection notices pursuant to Section 8.1.9; notices issued and other actions taken pursuant to Section 8.6.7 of this Agreement for contaminated ~~Recycling Containers, Organics Containers, and Green Waste~~ Containers (if applicable); Customer service call response times; Container information pursuant to Section 8.1.7(E); and a narrative summary of problems encountered (including scavenging) and actions taken with recommendations for City, as appropriate. Service level changes and Container exchanges shall be provided in monthly reports upon City request. Contractor shall also provide a detailed list of all In-Home Bulky Item Collections including, at a minimum, Customer name, Customer address, Customer telephone number, date(s) of service, and a description of each item Collected.

Section 23.2 (“Quarterly Reports”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

23.2 Quarterly Reports

At a minimum, Contractor shall report the following to City on a quarterly basis within ~~thirty (30)~~ forty-five (45) days of the end of each calendar quarter: ~~the information required in the monthly reports; the complaint summary for the quarter summarized by nature of complaints; copies of promotional and public education materials sent during the quarter; description of Contractor outreach activities conducted~~ during the previous quarter; Commercial Recycling and Organics site visits summary, including the name and address of Customer, the date of the visit and the contact name and phone number, ~~demonstrating that the required visits have been made, and reason provided for not establishing a Recycling or Organics program~~ and reason for the site visit; list of all Customers participating in Recycling Collection services; list of all Customers that do not participate in Recycling Collection services and whether Customer not receiving Recycling Collection services self hauls or is serviced by a third party and their Recycling and Organics Recycling program participation status, whether the Customer has an active waiver, self-hauls, or is serviced by a third-party, and what actions Contractor has taken to bring the Customer into compliance with SB 1383 or other applicable laws; ~~list of Commercial Premises Customers required to participate in an Organics Recycling program pursuant to Public Resources Code Section 42649.81; list of Commercial Premises Customers that do and do not participate in an Organics program, whether the Organics program is provided by Contractor or another party; Commercial Premises Customers participating in Food Recovery programs;~~ additional information that may be requested by CalRecycle or City related to Recycling and Organics programs; a narrative description of problems encountered and actions taken with respect to scavenging, and such other information or reports that City may reasonably request or require. Contractor shall, upon demand by City, provide true and accurate copies of landfill tipping receipts, records showing delivery at processing or reuse facilities, and similar such documents in order to enable City to verify Contractor’s quarterly reports.

Section 23.3 (“Annual Reports”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

23.3 Annual Reports

Within thirty (30) days of the end of each calendar year during the Term of this Agreement and within thirty (30) days after the end of the Term, Contractor shall submit a written annual report, at its sole expense, in a form approved by City, which includes, but is not limited to, the following information:

~~(A) — A summary of the previous year’s activities including, but not limited to, services begun or discontinued during the reporting year, and the number of Customers broken down on a monthly basis;~~

(BA) A summary of the total tons of Solid Waste Collected in City in the preceding year as well as a summary of the total tonnage diverted from the State’s landfill systems during that time frame;

(CB) Information and reports required by City to meet its reporting obligations imposed by all laws and regulations related to Solid Waste and Recycling, including without limitation AB 939, AB 341, AB 1826, and SB 1383, in a form and content approved by the City Manager;

(DC) A revenue statement, certified by the chief financial officer of Contractor, setting forth Franchise Fees paid and the basis for the calculation thereof, including specifically a breakdown of sources of revenue included in Gross Receipts and the amount of revenue derived from each such source comprising Gross Receipts;

(ED) A list of Contractor’s officers and the members of its Board of Directors, or as applicable a list identifying all Persons holding a membership interest in Contractor;

(FE) A list of stockholders or other equity investors holding five percent (5%) or more of the interest in Contractor; and

~~(G) — A list of each service address or other identifying location associated with each Customer’s or Responsible Customer’s account, the total number of Containers at each such address or other identifying location, types of services being Billed and the serial numbers associated or other identifying information associated with each Container at such address as required by Section 8.1.7(E).~~

~~(H) — A list of Customers or Responsible Customers who elect not to receive a Recycling or Organics Cart, including contact information, reasons, and the locations thereof.~~

(F) Records of the amount of RNG used to provide services in the City. If Routes are commingled with other jurisdictions, Contractor must use an allocation method consistent with the requirements of SB 1383 to quantify City’s allocated amount.

Section 24.4.1 (“Five Percent (5%) Cap”) is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

24.4.1 ~~Five Percent (5%)~~ Cap

Any maximum rate effective prior to January 1, 2025 may not be increased in any given year by more than five percent (5%), and any maximum rate effective on and after

January 1, 2025 may not be increased in any given year by more than four percent (4%), without regard to any higher increase which may otherwise be justified by the formula set forth in Section 24.3. In the event an increase exceeds the ~~five~~-applicable percent (~~5%~~) cap, the un-applied percentage may be rolled forward and applied to maximum rate increases in subsequent years up to the applicable percent caps for the years applied to.

Section 24.5 (“Discretionary Adjustments”) is amended to read as follows (additions shown in underlining):

Contractor may request an adjustment to the maximum rates set forth in Exhibit A at reasonable times other than as set forth in Section 24.3 for an increase in landfill disposal fees that exceed the maximum annual percentage as set forth in Section 24.4.1 or any other unusual changes in the cost of providing service under this Agreement. Extraordinary requests due to increases in County of Orange landfill tipping fees shall not be unreasonably withheld. For each request for an adjustment to the maximum rates brought pursuant to this Section, Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate. The City Council shall review Contractor's request and, in the City Council's sole judgment and absolute, unfettered discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. The City Council may consider increases or decreases in Contractor's total revenues and total cost of services when reviewing an extraordinary rate adjustment request. Contractor may not request an extraordinary increase in the maximum rates as a result of: changes in fees or taxes such as Social Security, disability or income tax; changes in health care costs, including increases to the cost of health insurance or changes to the requirements for health insurance; nominal changes or changes that could have been reasonably anticipated in the market value of Recyclables, Organics or Green Waste or processing costs for Recyclables, Organics, or Green Waste; inaccurate estimates by Contractor of its cost of operations; or costs of compliance with South Coast Air Quality Management District and Air Resource Board rules and standards for Collection Vehicles. An advance non-refundable payment of Five Thousand Dollars (\$5,000.00) shall be paid to City prior to City's consideration of each of Contractor's requests for an adjustment of the maximum rates pursuant to this Section.

Section 30.2(F) (“Independent Contractor”) is added to read as follows (additions shown in underlining):

(F) Contractor shall: (i) recruit, screen, interview, and assign its employees (the “Assigned Employees”) to perform the work described in Agreement for City; (ii) pay Assigned Employees wages and provide other benefits required by law, including sick and family medical leave, and any other benefits as Contractor deems appropriate; (iii) pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers’ compensation in an amount no less than required by law, and handle workers’ compensation and unemployment claims involving Assigned Employees; (iv) ensure Assigned Employees are legally authorized to work in the United States; and, (v) have sole

responsibility for providing and will provide necessary health coverage to Assigned Employees under the Affordable Care Act's ("ACA") employer mandate and its implementing regulations. Contractor represents and warrants that it will comply with all laws, including the ACA, in doing so.

Section 30.2(G) ("Independent Contractor") is added to read as follows (additions shown in underlining):

(G) Contractor represents that: (i) it is solely responsible for all required training of Assigned Employees under federal, state, and local laws, including those regarding anti-harassment, anti-retaliation, anti-discrimination, workplace safety training, and any other applicable laws; (ii) it has, and during the term of this Agreement shall maintain, anti-harassment, anti-retaliation, and anti-discrimination policies, and appropriate complaint procedures in place; (iii) it is solely responsible for the supervision of Assigned Employees; (iv) it is solely responsible for all pre-employment screening and testing of Assigned Employees, as may be required or allowed by law, including Form I-9 verification, criminal background checks, industry-specific checks, other background checks, and related recordkeeping; and, (v) it is solely responsible for performance managing, disciplining, and terminating its Assigned Employees.

Section 30.16 ("Compliance with Law") is amended to read as follows (additions shown in underlining):

30.16 Compliance with Law

(A) In providing the services required under this Agreement, Contractor shall at all times, at its sole cost, comply with all Applicable Laws, including the laws and regulations of the United States, the State of California, the provisions of the Municipal Code, and any federal, State, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended.

(B) Contractor affirms and agrees that for purposes of all statutory and regulatory requirements for employee leaves of absence, including the Family and Medical Leave Act and any similar state or local law, Contractor shall comply with any such requirements and City shall cooperate with Contractor's compliance.

(C) Contractor has sole responsibility for providing, and will provide, the necessary health coverage to its employees under the Affordable Care Act's ("ACA") employer mandate and its implementing regulations. Contractor represents and warrants that it will comply with all laws, including the ACA, in doing so.

Exhibit B ("Container/Bin Specifications") is amended to read as follows (additions shown in underlining and deletions shown with ~~strikethrough~~):

EXHIBIT B

CONTAINER/~~BIN~~ SPECIFICATIONS

- All Containers utilized by Contractor shall meet the standards of the industry and Applicable Laws and shall perform to the reasonable satisfaction of the City Manager in order to be utilized in City.
- Each Bin and Cart utilized by Contractor shall be labeled with graphics so as to: (1) explain/depict the items for which it is designated/not designated to Collect, and (2) identify the name of Contractor and Contractor's phone number for ~~service-related~~ service-related issues, including complaints. Labels shall be replaced when worn, and when information on the label is in need of updating, but no later than ninety (90) days of request from City. All such labeling shall be approved by the City Manager prior to use by Contractor. All ~~Carts~~ Containers shall be labeled in accordance with Applicable Laws throughout the term of this Agreement.
- Refuse, Recycling, Organics, and Green Waste Cart/Bin lids shall be differentiated by color, except that Organics and Green Waste Containers may be the same color if comingled for Collection. The colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation. Cart lid colors shall be consistent throughout the City and shall comply with Applicable Laws.
- Unless otherwise specified in the Agreement, any Cart distributed by Contractor in City after the Effective Date shall be newly manufactured and have never previously been used for the Collection of Solid Waste; excepting that Carts which have been refurbished such that they are "like new" may be used so long as their condition is satisfactory as determined by the City Manager.
- All Bins and Carts distributed pursuant to this Agreement shall have an identifying serial number hot stamped into the Bin or Cart body, or otherwise have an individual identification demarcation affixed to the Bin or Cart in a manner acceptable to the City Manager. Contractor shall keep current, and provide to City at the times set forth in this Agreement, a list of each address to which a Bin or Cart has been distributed and the serial number (or other acceptable identification) of all Bins and Carts at each such address.
- All Bins shall be metal or plastic and shall not exceed fifty-five (55) inches in height from the bottom of the caster to the Bin lid lip. Bin lids shall be "Single Wall ~~Impact~~-Plastic ~~REC~~-Lid, Lightweight," manufactured by PRT, with a minimum one-inch overhang and vertically split, or comparable if approved by the City Manager. The required minimum one-inch overhang shall apply to all Bin lids delivered, exchanged, or replaced, whether by Contractor or upon request from a Responsible Customer or the City Manager or per Section 8.9, on or after May 1, 2024. Upon request from the City Manager, Contractor shall, at no charge, timely replace any number of metal or plastic Bins with metal or plastic Bins at an alternate height as specified by the City Manager, provided that such alternate height is no less than forty-six (46) inches

and no more than fifty-five (55) inches from the bottom of the caster to the Bin lid lip. Upon request of any Customer, Contractor shall provide Bins with lids that close securely and which are capable of being locked at rates that do not exceed those set forth in Exhibit A.

Exhibit A (“Maximum Rate Schedule”) is amended to replace, in its entirety, Exhibit A with the attached maximum rate schedule beginning on the next page.

EXHIBIT A

MAXIMUM RATE SCHEDULE FOR SOLID WASTE HANDLING SERVICES

[BEGINS ON FOLLOWING PAGE]

MAXIMUM RATE SCHEDULE FOR YEAR 1 (January 1, 2022 – December 31, 2022)

Residential Services Rates

Standard Rate (1 Refuse & 1 Recycling)	\$ 12.73/month plus \$4.00/month if customer requests organics cart
Extra Pickup	\$ 4.34/pickup
Additional Refuse Cart	\$ 7.04/month
Additional Recycling Cart	\$ 1.52/month
Walk-Out Service Eligible Customers	No Charge
Walk-Out Service Other Customers	\$ 5.83/month
Contaminated Cart Fee	\$ 28.04/instance
Organics Pail (Purchase)	\$ 7.50/pail

Monthly Residential Services Rates

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
2-Yard Refuse	\$ 53.78	\$ 82.01	\$ 164.77	\$ 219.68	\$ 258.14	\$ 296.57	N/A
3-Yard Refuse	\$ 60.16	\$ 91.74	\$ 184.32	\$ 245.73	\$ 288.74	\$ 331.73	\$ 784.12
4-Yard Refuse	\$ 82.72	\$ 120.33	\$ 272.43	\$ 360.65	\$ 448.87	\$ 488.80	\$ 1,143.53
2-Yard Recycling	\$ 40.33	\$ 61.51	\$ 123.58	\$ 164.76	\$ 193.60	\$ 222.42	N/A
3-Yard Recycling	\$ 45.12	\$ 68.80	\$ 138.24	\$ 184.30	\$ 216.55	\$ 248.80	N/A
4-Yard Recycling	\$ 124.14	\$ 180.58	\$ 408.85	\$ 541.25	\$ 673.65	\$ 733.57	N/A
Locking Bin (addt.)	\$ 7.30	\$ 8.03	\$ 8.39	\$ 8.75	\$ 9.12	\$ 9.49	N/A
Cart - Refuse	\$ 37.94	\$ 70.19	\$ 100.02	\$ 128.36	\$ 155.63	\$ 182.09	N/A
Cart - Recycling	\$ 28.46	\$ 52.64	\$ 75.01	\$ 96.27	\$ 116.73	\$ 136.57	N/A
2-Yard Organics	\$ 81.59	\$ 124.43	\$ 249.96	\$ 333.28	\$ 391.60	\$ 449.90	N/A
Cart Organics	\$ 29.91	\$ 45.61	\$ 91.66	\$ 122.20	\$ 143.58	\$ 164.96	N/A

Residential Bin Rates

Extra Refuse Pickup	\$ 44.46/pickup
Extra Recycling Pickup	\$ 33.35/pickup
Extra Bin Exchange	\$ 57.47/exchange
Contaminated Bin Fee	\$ 56.07/instance
Temporary 2-Yard Bin	N/A
Temporary 3-Yard Bin Rental (7 Days)	\$ 102.86
Temporary 4-Yard Bin	N/A
Temporary 3-Yard Bin Rental Beyond 7 Days	\$ 9.07/day
Relocation Fee (Temporary 3-Yard Bin)	\$ 77.15

Monthly Commercial Services Rates

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
2-Yard Refuse	\$ 107.61	\$ 164.11	\$ 329.70	\$ 439.58	\$ 516.53	\$ 593.43	N/A
3-Yard Refuse	\$ 120.39	\$ 183.57	\$ 368.82	\$ 491.71	\$ 577.76	\$ 663.79	\$ 784.12
4-Yard Refuse	\$ 165.53	\$ 240.78	\$ 545.13	\$ 721.66	\$ 898.20	\$ 978.09	\$ 1,143.53
2-Yard Recycling	\$ 80.71	\$ 123.08	\$ 247.27	\$ 329.68	\$ 387.40	\$ 445.07	N/A
3-Yard Recycling	\$ 90.29	\$ 137.68	\$ 276.62	\$ 368.78	\$ 433.32	\$ 497.84	N/A
4-Yard Recycling	\$ 124.14	\$ 180.58	\$ 408.85	\$ 541.25	\$ 673.65	\$ 733.57	N/A
Locking Bin (addt.)	\$ 7.30	\$ 8.03	\$ 8.39	\$ 8.75	\$ 9.12	\$ 9.49	N/A
Cart - Refuse	\$ 37.94	\$ 70.19	\$ 100.02	\$ 128.36	\$ 155.63	\$ 182.09	N/A
Cart - Recycling	\$ 28.46	\$ 52.64	\$ 75.01	\$ 96.27	\$ 116.73	\$ 136.57	N/A
2-Yard Organics	\$ 81.59	\$ 124.43	\$ 249.96	\$ 333.28	\$ 391.60	\$ 449.90	N/A
Cart Organics	\$ 29.91	\$ 45.61	\$ 91.66	\$ 122.20	\$ 143.58	\$ 164.96	N/A

Commercial Services Rates

Extra Refuse Pickup	\$ 44.46/pickup
Extra Recycling Pickup	\$ 33.35/pickup
Extra Bin Exchange	\$ 57.47/exchange
Temporary 2-Yard Bin	N/A
Temporary 3-Yard Bin Rental (7 Days)	\$ 102.86
Temporary 4-Yard Bin	N/A
Temporary 3-Yard Bin Rental Beyond 7 Days	\$ 9.07/day
Relocation Fee (Temporary 3-Yard Bin)	\$ 77.15
Extra Organics Cart Pickup	\$ 22.43/pickup
Extra Organics Cart Exchange	\$ 28.74/exchange
Extra Organics Bin Exchange	\$ 57.19/exchange
Contaminated Bin Fee	\$ 56.07/instance
Contaminated Cart Fee	\$ 28.74/instance
Bulky Item Collection (up to four items)	\$ 57.00/collection
Additional Bulky Item (beyond four items)	\$ 25.00/item

Monthly Commercial Green Waste Services Rates

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
Green Waste Bin	\$ 80.02	\$ 122.03	\$ 245.16	\$ 326.87	\$ 384.07	\$ 441.25	N/A
Green Waste Cart	\$ 29.34	\$ 44.74	\$ 89.89	\$ 119.85	\$ 140.82	\$ 161.79	N/A
Locking Bin (addt.)	\$ 7.30	\$ 8.03	\$ 8.39	\$ 8.75	\$ 9.12	\$ 9.49	N/A

Commercial Green Waste Services Rates

Extra Green Waste Pickup	\$ 60.01/pickup
Contaminated Cart Fee	\$ 28.74/instance
Contaminated Bin Fee	\$ 56.07/instance

Roll-off Services Rates (Pull Rate Includes 6 Tons)

Standard 40-Yard Rental (7 Days)	\$ 582.22
Low Boy Rental (7 Days)	\$ 722.22
Compactor	\$ 669.56/pull
Per Ton Over 6 Tons	\$ 71.21/ton
Box Rental Beyond 7 Days Without Pull	\$ 11.04/day
Trip Charge (Dry Run, Relocation)	\$ 92.08/trip
Contamination Fee	\$ 58.31/instance

Scout/Push Out Services Rates (Per Bin/Per Service)

0 – 25 Feet	\$ 0.00
26 – 50 Feet	\$ 20.05
51 – 75 Feet	\$ 40.09
76 – 100 Feet	\$ 60.14
Greater than 100 Feet	\$ 0.20 Per Foot

Monthly Split Bin Services Rates

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
3-Yard Refuse & Recycling	\$ 171.75	\$ 218.24	\$ 438.48	\$ 584.57	\$ 686.87	\$ 789.15	N/A

MAXIMUM RATE SCHEDULE FOR YEAR 2 (January 1, 2023 – December 31, 2023)

(Rates are subject to CPI adjustment per Section 24)

Residential Services Rates

Standard Rate (1Refuse & 1 Recycling)	\$ 15.73/month plus \$4.00/month if customer requests organics cart
Extra Pickup	\$ 6.51/pickup
Additional Refuse Cart	\$ 10.56/month
Additional Recycling Cart	\$ 2.28/month
Walk-Out Service Eligible Customers	No Charge
Walk-Out Service Other Customers	\$ 8.75/month
Contaminated Cart Fee	\$ 28.04/instance
Organics Pail (Purchase)	\$ 7.50/pail

Monthly Residential Services Rates

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
2-Yard Refuse	\$ 80.67	\$ 123.02	\$ 247.15	\$ 329.52	\$ 387.21	\$ 444.85	N/A
3-Yard Refuse	\$ 90.25	\$ 137.61	\$ 276.48	\$ 368.60	\$ 433.10	\$ 497.59	\$ 927.25
4-Yard Refuse	\$ 124.08	\$ 180.49	\$ 408.64	\$ 540.98	\$ 673.31	\$ 733.20	\$ 1,348.51
2-Yard Recycling	\$ 60.50	\$ 92.27	\$ 185.36	\$ 247.14	\$ 290.41	\$ 333.64	N/A
3-Yard Recycling	\$ 67.68	\$ 103.21	\$ 207.36	\$ 276.45	\$ 324.83	\$ 373.19	N/A
4-Yard Recycling	\$ 139.66	\$ 203.16	\$ 459.95	\$ 608.90	\$ 757.85	\$ 825.26	N/A
Locking Bin (addt.)	\$ 7.30	\$ 8.03	\$ 8.39	\$ 8.75	\$ 9.12	\$ 9.49	N/A
Cart - Refuse	\$ 56.91	\$ 105.28	\$ 150.03	\$ 192.54	\$ 233.45	\$ 273.14	N/A
Cart - Recycling	\$ 42.68	\$ 78.96	\$ 112.52	\$ 144.40	\$ 175.09	\$ 204.85	N/A
2-Yard Organics	\$ 122.38	\$ 186.64	\$ 374.95	\$ 499.92	\$ 587.40	\$ 674.86	N/A
Cart Organics	\$ 44.87	\$ 68.42	\$ 137.48	\$ 183.30	\$ 215.37	\$ 247.45	N/A

Residential Bin Rates

Extra Refuse Pickup	\$67.68/pickup
Extra Recycling Pickup	\$50.76/pickup
Extra Bin Exchange	\$86.21/exchange
Contaminated Bin Fee	\$56.07/instance
Temporary 2-Yard Bin	N/A
Temporary 3-Yard Bin Rental (7 Days)	\$ 105.43
Temporary 4-Yard Bin	N/A
Temporary Bin Rental Beyond 7 Days	\$ 9.30/day
Relocation Fee (Temporary 3-Yard Bin)	\$ 79.07

Monthly Commercial Services Rates

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
2-Yard Refuse	\$ 121.06	\$ 184.62	\$ 370.91	\$ 494.53	\$ 581.10	\$ 667.61	N/A
3-Yard Refuse	\$ 135.44	\$ 206.51	\$ 414.93	\$ 553.17	\$ 649.98	\$ 746.76	\$ 927.25
4-Yard Refuse	\$ 186.22	\$ 270.87	\$ 613.27	\$ 811.87	\$ 1,010.47	\$ 1,100.35	\$ 1,348.51
2-Yard Recycling	\$ 90.80	\$ 138.47	\$ 278.18	\$ 370.89	\$ 435.83	\$ 500.71	N/A
3-Yard Recycling	\$ 101.58	\$ 154.89	\$ 311.19	\$ 414.88	\$ 487.48	\$ 560.07	N/A
4-Yard Recycling	\$ 139.66	\$ 203.16	\$ 459.95	\$ 608.90	\$ 757.85	\$ 825.26	N/A
Locking Bin (addt.)	\$ 7.30	\$ 8.03	\$ 8.39	\$ 8.75	\$ 9.12	\$ 9.49	N/A
Cart - Refuse	\$ 85.41	\$ 158.00	\$ 225.16	\$ 288.95	\$ 350.35	\$ 409.91	N/A
Cart - Recycling	\$ 64.06	\$ 118.50	\$ 168.87	\$ 216.71	\$ 262.76	\$ 307.43	N/A
2-Yard Organics	\$ 122.38	\$ 186.64	\$ 374.95	\$ 499.92	\$ 587.40	\$ 674.86	N/A
Cart Organics	\$ 44.87	\$ 68.42	\$ 137.48	\$ 183.30	\$ 215.37	\$ 247.45	N/A

Commercial Services Rates

Extra Refuse Pickup	\$ 67.68/pickup
Extra Recycling Pickup	\$ 50.76/pickup
Extra Bin Exchange	\$ 86.21/exchange
Temporary 2-Yard Bin	N/A
Temporary 3-Yard Bin Rental (7 Days)	\$ 105.43
Temporary 4-Yard Bin	N/A
Temporary Bin Rental Beyond 7 Days	\$ 9.30/day
Relocation Fee (Temporary 3-Yard Bin)	\$ 79.07
Extra Organics Cart Pickup	\$ 33.65/pickup
Extra Organics Cart Exchange	\$ 29.46/exchange
Extra Organics Bin Exchange	\$ 85.79/exchange
Contaminated Bin Fee	\$ 56.07/instance
Contaminated Cart Fee	\$ 29.46/instance
Bulky Item Collection (up to four items)	\$ 57.00/collection
Additional Bulky Item (beyond four items)	\$ 25.00/item

Monthly Commercial Green Waste Services Rates

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
Green Waste Bin	\$ 120.03	\$ 183.05	\$ 367.74	\$ 490.30	\$ 576.11	\$ 661.88	N/A
Green Waste Cart	\$ 44.00	\$ 67.11	\$ 134.84	\$ 179.78	\$ 211.23	\$ 242.69	N/A
Locking Bin (addt.)	\$ 7.30	\$ 8.03	\$ 8.39	\$ 8.75	\$ 9.12	\$ 9.49	N/A

Commercial Green Waste Services Rates

Extra Green Waste Pickup	\$ 90.02/pickup
Contaminated Cart Fee	\$ 29.46/instance
Contaminated Bin Fee	\$ 56.07/instance

Roll-off Services Rates (Pull Rate Includes 6 Tons)

Standard 40-Yard Rental (7 Days)	\$ 611.33
Low Boy Rental (7 Days)	\$ 758.33
Compactor	\$ 703.03/pull
Per Ton Over 6 Tons	\$ 71.21/ton
Box Rental Beyond 7 Days Without Pull	\$ 108.33/day
Trip Charge (Dry Run, Relocation)	\$ 222.22/trip
Contamination Fee	\$ 56.07/instance

Scout/Push Out Services Rates (Per Bin/Per Service)

0 – 25 Feet	\$ 0.00
26 – 50 Feet	\$ 20.05
51 – 75 Feet	\$ 40.09
76 – 100 Feet	\$ 60.14
Greater than 100 Feet	\$ 0.20/foot

Monthly Split Bin Services Rates

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
3-Yard Refuse & Recycling	\$ 171.75	\$ 218.24	\$ 438.48	\$ 584.57	\$ 686.87	\$ 789.15	N/A

MAXIMUM RATE SCHEDULE FOR YEAR 3 (January 1, 2024 – December 31, 2024)

(Rates are subject to CPI adjustment per Section 24)

Monthly Residential Services Rates (Individual Containers)

Standard Rate (1 Refuse & 1 Recycling)	\$ 17.73/month
Standard Rate (1 Refuse, 1 Recycling & 1 Organics)	\$ 21.73/month
Extra Pickup (Refuse, Recycling, or Organics)	\$ 6.51/per pickup per container
Additional Refuse Cart	\$ 10.56/month
Additional Recycling Cart	\$ 2.28/month
Additional Organics Cart	\$ 10.56/month
Extra Cart Exchange (Refuse, Recycling, or Organics)	\$ 30.20/container
Walk-Out Service Eligible Customers	No Charge
Walk-Out Service Other Customers	\$ 8.75/month
Contaminated Cart Fee (Refuse, Recycling, or Organics)	\$ 28.04/per instance per container
Organics Pail (Purchase)	\$ 7.50 /pail

Monthly Residential Services Rates (Shared Containers)

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
2-Yard Refuse	\$ 116.97	\$ 178.38	\$ 358.37	\$ 477.80	\$ 561.45	\$ 645.03	N/A
3-Yard Refuse	\$ 130.86	\$ 199.53	\$ 400.89	\$ 534.47	\$ 628.00	\$ 721.51	\$ 1,049.96
4-Yard Refuse	\$ 179.92	\$ 261.71	\$ 592.53	\$ 784.42	\$ 976.30	\$ 1,063.14	\$ 1,521.32
2-Yard Recycling	\$ 87.73	\$ 133.79	\$ 268.78	\$ 358.35	\$ 421.09	\$ 483.77	N/A
3-Yard Recycling	\$ 98.14	\$ 149.65	\$ 300.67	\$ 400.85	\$ 471.00	\$ 541.13	N/A
4-Yard Recycling	\$ 147.42	\$ 214.44	\$ 485.51	\$ 642.73	\$ 799.96	\$ 871.11	N/A
Locking Bin (addt.)	\$ 7.30	\$ 8.03	\$ 8.39	\$ 8.75	\$ 9.12	\$ 9.49	N/A
Cart - Refuse	\$ 82.52	\$ 152.66	\$ 217.54	\$ 279.18	\$ 338.50	\$ 396.05	N/A
Cart - Recycling	\$ 61.89	\$ 114.50	\$ 163.16	\$ 209.38	\$ 253.88	\$ 297.04	N/A
2-Yard Organics	\$ 177.45	\$ 270.63	\$ 543.67	\$ 724.88	\$ 851.73	\$ 978.54	N/A
Cart Organics	\$ 65.06	\$ 99.21	\$ 199.35	\$ 265.79	\$ 312.29	\$ 358.80	N/A

Monthly Commercial Services Rates

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
2-Yard Refuse	\$ 127.79	\$ 194.88	\$ 391.52	\$ 522.00	\$ 613.39	\$ 704.70	N/A
3-Yard Refuse	\$ 142.96	\$ 217.99	\$ 437.98	\$ 583.90	\$ 686.09	\$ 788.25	\$ 1,049.96
4-Yard Refuse	\$ 196.56	\$ 285.92	\$ 647.34	\$ 856.97	\$ 1,066.61	\$ 1,161.48	\$ 1,521.32
2-Yard Recycling	\$ 95.84	\$ 146.16	\$ 293.64	\$ 391.50	\$ 460.04	\$ 528.52	N/A
3-Yard Recycling	\$ 107.22	\$ 163.49	\$ 328.48	\$ 437.93	\$ 514.57	\$ 591.19	N/A
4-Yard Recycling	\$ 147.42	\$ 214.44	\$ 485.51	\$ 642.73	\$ 799.96	\$ 871.11	N/A
Locking Bin (addt.)	\$ 7.30	\$ 8.03	\$ 8.39	\$ 8.75	\$ 9.12	\$ 9.49	N/A
Cart - Refuse	\$ 90.15	\$ 166.78	\$ 237.66	\$ 305.00	\$ 369.82	\$ 432.69	N/A
Cart - Recycling	\$ 67.61	\$ 125.09	\$ 178.25	\$ 228.75	\$ 277.36	\$ 324.51	N/A
2-Yard Organics	\$ 177.45	\$ 270.63	\$ 543.67	\$ 724.88	\$ 851.73	\$ 978.54	N/A
Cart Organics	\$ 65.06	\$ 99.21	\$ 199.35	\$ 265.79	\$ 312.29	\$ 358.80	N/A

Additional Commercial and Residential Services Rates (Shared Containers)

Extra Cart Pickup (Refuse, Recycling, or Organics)	\$ 48.79/pickup
Extra Refuse Bin Pickup	\$ 98.14/pickup
Extra Recycling Bin Pickup	\$ 73.61/pickup
Extra Organics Bin Pickup	\$ 136.29/pickup
Extra Cart Exchange (Refuse, Recycling, or Organics)	\$ 30.20/container
Extra Bin Exchange (Refuse, Recycling, or Organics)	\$ 125.00/exchange
Contaminated Cart Fee (Refuse, Recycling, or Organics)	\$ 28.74/instance
Contaminated Bin Fee (Refuse, Recycling, or Organics)	\$ 56.07/instance
Temporary 2-Yard Bin	N/A
Temporary 3-Yard Bin Rental (7 Days)	\$ 108.07
Temporary 4-Yard Bin	N/A
Temporary Bin Rental Beyond 7 Days	\$ 9.53/day
Relocation Fee (Temporary 3-Yard Bin)	\$ 81.05
Commercial Only - Bulky Item Collection (up to four items)	\$ 57.00/collection
Commercial Only - Additional Bulky Item (beyond four items)	\$ 25.00/item

Monthly Residential and Commercial Green Waste Services Rates

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
3-Yard Green Waste Bin	\$ 174.04	\$ 265.42	\$ 533.22	\$ 710.94	\$ 835.35	\$ 959.72	N/A
4-Yard Green Waste Bin	\$ 239.30	\$ 348.14	\$ 788.11	\$ 1,043.42	\$ 1,298.66	\$ 1,414.15	NA
Green Waste Cart	\$ 63.80	\$ 97.30	\$ 195.52	\$ 260.67	\$ 306.29	\$ 351.90	N/A
Locking Bin (addt.)	\$ 7.30	\$ 8.03	\$ 8.39	\$ 8.75	\$ 9.12	\$ 9.49	N/A

Additional Residential and Commercial Green Waste Services Rates

Extra Green Waste Bin Pickup	\$ 130.53/pickup
Extra Green Waste Cart Pickup	\$ 48.79/pickup
Contaminated Cart Fee	\$ 28.74/instance
Contaminated Bin Fee	\$ 56.07/instance

Residential and Commercial Roll-off Services Rates (Pull Rate Includes 6 Tons)

Standard 40-Yard Rental (7 Days)	\$ 641.90
Low Boy Rental (7 Days)	\$ 796.25
Compactor	\$ 738.19/pull
Per Ton Over 6 Tons	\$ 71.21/ton
Box Rental Beyond 7 Days Without Pull	\$ 113.75/day
Trip Charge (Dry Run, Relocation)	\$ 222.22/trip
Contamination Fee	\$ 56.07/instance

Residential and Commercial Scout/Push Out Services Rates (Per Bin/Per Service)

0 – 25 Feet	\$ 0.00
26 – 50 Feet	\$ 20.05
51 – 75 Feet	\$ 40.09
76 – 100 Feet	\$ 60.14
Greater than 100 Feet	\$ 0.20/foot

Residential and Commercial Split Bin Services

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
3-Yard Refuse & Recycling	\$ 171.75	\$ 218.24	\$ 438.48	\$ 584.57	\$ 686.87	\$ 789.15	N/A

MAXIMUM RATE SCHEDULE BEGINNING JANUARY 1, 2025

(Rates are subject to CPI adjustment per Section 24)

Monthly Residential Services Rates (Individual Containers)

Standard Rate (1 Refuse & 1 Recycling)	\$ 18.23/month
Standard Rate (1 Refuse, 1 Recycling & 1 Organics)	\$ 22.23/month
Extra Pickup (Refuse, Recycling, or Organics)	\$ 6.51/per pickup per container
Additional Refuse Cart	\$ 10.56/month
Additional Recycling Cart	\$ 2.28/month
Additional Organics Cart	\$ 10.56/month
Extra Cart Exchange (Refuse, Recycling, or Organics)	\$ 30.95/container
Walk-Out Service Eligible Customers	No Charge
Walk-Out Service Other Customers	\$ 8.75/month
Contaminated Cart Fee (Refuse, Recycling, or Organics)	\$ 28.04/per instance per container
Organics Pail (Purchase)	\$ 7.50 /pail

Monthly Residential Services Rates (Shared Containers)

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
2-Yard Refuse	\$ 134.51	\$ 205.14	\$ 412.12	\$ 549.47	\$ 645.67	\$ 741.79	N/A
3-Yard Refuse	\$ 150.49	\$ 229.46	\$ 461.03	\$ 614.64	\$ 722.20	\$ 829.74	\$ 1,130.71
4-Yard Refuse	\$ 206.91	\$ 300.97	\$ 681.41	\$ 902.08	\$ 1,122.75	\$ 1,222.61	\$ 1,636.43
2-Yard Recycling	\$ 100.88	\$ 153.85	\$ 309.09	\$ 412.10	\$ 484.25	\$ 556.34	N/A
3-Yard Recycling	\$ 112.86	\$ 172.10	\$ 345.77	\$ 460.98	\$ 541.65	\$ 622.30	N/A
4-Yard Recycling	\$ 155.18	\$ 225.73	\$ 511.06	\$ 676.56	\$ 842.06	\$ 916.96	N/A
Locking Bin (addt.)	\$ 7.30	\$ 8.03	\$ 8.39	\$ 8.75	\$ 9.12	\$ 9.49	N/A
Cart - Refuse	\$ 94.90	\$ 175.56	\$ 250.17	\$ 321.06	\$ 389.28	\$ 455.46	N/A
Cart - Recycling	\$ 71.17	\$ 131.67	\$ 187.63	\$ 240.79	\$ 291.96	\$ 341.59	N/A
2-Yard Organics	\$ 204.07	\$ 311.22	\$ 625.22	\$ 833.61	\$ 979.49	\$ 1,125.32	N/A
Cart Organics	\$ 74.81	\$ 114.09	\$ 229.25	\$ 305.65	\$ 359.14	\$ 412.62	N/A

Monthly Commercial Services Rates

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
2-Yard Refuse	\$ 134.51	\$ 205.14	\$ 412.12	\$ 549.47	\$ 645.67	\$ 741.79	N/A
3-Yard Refuse	\$ 150.49	\$ 229.46	\$ 461.03	\$ 614.64	\$ 722.20	\$ 829.74	\$ 1,130.71
4-Yard Refuse	\$ 206.91	\$ 300.97	\$ 681.41	\$ 902.08	\$ 1,122.75	\$ 1,222.61	\$ 1,636.43
2-Yard Recycling	\$ 100.88	\$ 153.85	\$ 309.09	\$ 412.10	\$ 484.25	\$ 556.34	N/A
3-Yard Recycling	\$ 112.86	\$ 172.10	\$ 345.77	\$ 460.98	\$ 541.65	\$ 622.30	N/A
4-Yard Recycling	\$ 155.18	\$ 225.73	\$ 511.06	\$ 676.56	\$ 842.06	\$ 916.96	N/A
Locking Bin (addt.)	\$ 7.30	\$ 8.03	\$ 8.39	\$ 8.75	\$ 9.12	\$ 9.49	N/A
Cart - Refuse	\$ 94.90	\$ 175.56	\$ 250.17	\$ 321.06	\$ 389.28	\$ 455.46	N/A
Cart - Recycling	\$ 71.17	\$ 131.67	\$ 187.63	\$ 240.79	\$ 291.96	\$ 341.59	N/A
2-Yard Organics	\$ 204.07	\$ 311.22	\$ 625.22	\$ 833.61	\$ 979.49	\$ 1,125.32	N/A
Cart Organics	\$ 74.81	\$ 114.09	\$ 229.25	\$ 305.65	\$ 359.14	\$ 412.62	N/A

Additional Commercial and Residential Services Rates (Shared Containers)

Extra Cart Pickup (Refuse, Recycling, or Organics)	\$ 56.11/pickup
Extra Refuse Bin Pickup	\$ 112.86/pickup
Extra Recycling Bin Pickup	\$ 84.65/pickup
Extra Organics Bin Pickup	\$ 171.23/pick up
Extra Cart Exchange (Refuse, Recycling, or Organics)	\$ 30.95/container
Extra Bin Exchange (Refuse, Recycling, or Organics)	\$ 143.75/exchange
Contaminated Cart Fee (Refuse, Recycling, or Organics)	\$ 28.74/instance
Contaminated Bin Fee (Refuse, Recycling, or Organics)	\$ 56.07/instance
Temporary 2-Yard Bin	N/A
Temporary 3-Yard Bin Rental (7 Days)	\$ 110.77
Temporary 4-Yard Bin	N/A
Temporary Bin Rental Beyond 7 Days	\$ 9.77/day
Relocation Fee (Temporary 3-Yard Bin)	\$ 83.08
Commercial Only - Bulky Item Collection (up to four items)	\$ 57.00/collection
Commercial Only - Additional Bulky Item (beyond four items)	\$ 25.00/item

Monthly Residential and Commercial Green Waste Services Rates

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
3-Yard Green Waste Bin	\$ 200.15	\$ 305.23	\$ 613.20	\$ 817.58	\$ 960.66	\$ 1,103.68	N/A
4-Yard Green Waste Bin	\$ 275.19	\$ 400.36	\$ 906.32	\$ 1,199.94	\$ 1,493.46	\$ 1,626.27	NA
Green Waste Cart	\$ 73.37	\$ 111.90	\$ 224.84	\$ 299.77	\$ 352.23	\$ 404.68	N/A
Locking Bin (addt.)	\$ 7.30	\$ 8.03	\$ 8.39	\$ 8.75	\$ 9.12	\$ 9.49	N/A

Additional Residential and Commercial Green Waste Services Rates

Extra Green Waste Bin Pickup	\$ 150.11/pickup
Extra Green Waste Cart Pickup	\$ 56.11/pickup
Contaminated Cart Fee	\$ 28.74/instance
Contaminated Bin Fee	\$ 56.07/instance

Residential and Commercial Roll-off Services Rates (Pull Rate Includes 6 Tons)

Standard 40-Yard Rental (7 Days)	\$ 674.00
Low Boy Rental (7 Days)	\$ 836.06
Compactor	\$ 775.09/pull
Per Ton Over 6 Tons	\$ 71.21/ton
Box Rental Beyond 7 Days Without Pull	\$ 119.44/day
Trip Charge (Dry Run, Relocation)	\$ 222.22/trip
Contamination Fee	\$ 56.07/instance

Residential and Commercial Scout/Push Out Services Rates (Per Bin/Per Service)

0 – 25 Feet	\$ 0.00
26 – 50 Feet	\$ 20.05
51 – 75 Feet	\$ 40.09
76 – 100 Feet	\$ 60.14
Greater than 100 Feet	\$ 0.20/foot

Residential and Commercial Monthly Split Bin Services Rates

Container Size/Type	1/week	2/week	3/week	4/week	5/week	6/week	7/week
3-Yard Refuse & Recycling	\$ 214.69	\$ 272.80	\$ 548.10	\$730.71	\$858.59	\$ 986.44	N/A