**RESOLUTION NO. 2508-09**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WINDSOR APPROVING AN AMENDMENT TO THE COLLECTION SERVICE AGREEMENT WITH WINDSOR REFUSE AND RECYCLING, INC. FOR THE COLLECTION OF SOLID WASTE, GREEN WASTE, AND RECYCLABLES EFFECTIVE JULY 1, 2009 INCLUDING MAXIMUM COMPENSATION AND RATESAND AUTHORIZING THE TOWN MANAGER TO EXECUTE IT ON BEHALF OF THE TOWN**

**WHEREAS,** on June 20, 2007 the Town Council approved a Collection Service Agreement with Windsor Refuse and Recycling, Inc. for the collection of solid waste, green waste, and recyclables for the period January 1, 2008 through September 30, 2017; and

**WHEREAS**, the collection service agreement requires an annual adjustment of the maximum compensation and rates and the amount of the annual adjustment is determined by using a Refuse Rate Index that is defined in Exhibit 2 of the collection service agreement, and

**WHEREAS**, on March 30, 2009 the Town received a letter from Windsor Refuse & Recycling requesting a 9.18% increase to the maximum compensation and rates; and

**WHEREAS**, during the Town's review of this request, it became apparent that making an adjustment to the Refuse Rate Index and adjustments to the collection service agreement would benefit both Windsor Refuse and Recycling and their subscribers in the Town of Windsor, and

**WHEREAS**, in particular, the average rate increase to single family dwelling subscribers would be limited to an increase of 7.59% under the terms of this first amendment.

**WHEREAS,** staff has identified the following modifications to the collection services agreement:

- revising the definition of the Refuse Rate Index (RRI) and application period that lays out the method by which the annual maximum compensation rates are adjusted;
- adding several new fees to the Commercial and Multi-Family rate schedule and the process by which Windsor Refuse and Recycling, Inc. would apply them;
- adding language regarding the deadlines for Windsor Refuse & Recycling, Inc. to submit payments and reports to the Town;
- adding a requirement to reimburse the Town in 2009 for one time only a minimum of $3,000 for its expenses related to developing this first amendment and $1,500 each year starting in 2009 for Town expenses related to its review of the annual rate application.
- adjusting the date for implementation of the annual rate adjustment so that it takes into account the County of Sonoma's annual disposal fee adjustment;

**NOW, THEREFORE BE IT RESOLVED** that the Town Council of the Town of Windsor approves the first amendment to the Collection Service Agreement with Windsor Refuse and

Recycling, Inc. for the collection of solid waste, green waste, and recyclables effective July 1, 2009 attached here as Attachment A and authorizes the Town Manager to execute the agreement on behalf of the Town; and

**NOW, THEREFORE BE IT FURTHER RESOLVED** that the Town Council of the Town of Windsor approves the maximum compensation and rates as established in Exhibit 1a-f on the first amendment to the collection service agreement between the Town of Windsor and Windsor Refuse & Recycling, Inc.

**PASSED, APPROVED AND ADOPTED this 15th day of July 2009, by the following vote:**

**AYES:** **COUNCILMEMBERS ALLEN, FUDGE, SALMON AND MAYOR GOBLE**
**NOES:** **NONE**
**ABSTAIN:** **NONE**
**ABSENT:** **COUNCILMEMBER SCHOLAR**

**ROBIN R. GOBLE, MAYOR**

**ATTEST:**

**MARIA DE LA O, TOWN CLERK**

**Attachment A:**
First Amendment to the Collection Service Agreement between the Town of Windsor and Windsor Refuse & Recycling, Inc.

# FIRST AMENDMENT TO AGREEMENT BETWEEN THE TOWN OF WINDSOR AND WINDSOR REFUSE AND RECYCLING FOR SOLID WASTE COLLECTION SERVICES

This First Amendment to Agreement is made and entered into effective the ____ day of ____, 2009, by and between the Town of Windsor ("TOWN"), and Windsor Refuse and Recycling, Inc., a wholly owned subsidiary of the Ratto Group of Companies ("CONTRACTOR").

WHEREAS, TOWN and CONTRACTOR have entered into that certain AGREEMENT BETWEEN THE TOWN OF Windsor and Windsor Refuse and Recycling, Inc. dated June 20, 2007 (the "Agreement"), whereby CONTRACTOR began providing solid waste management services effective January 1, 2008; and

WHEREAS, TOWN and CONTRACTOR desire to amend the Agreement in order to include several new services and reporting requirements, change the time period and dates for the rate adjustment process, adjust CONTRACTOR'S Maximum Rates, and require CONTRACTOR to make additional payments to the TOWN;

**Now, therefore, in consideration of the mutual covenants, agreements and consideration contained herein, TOWN and CONTRACTOR hereby agree as follows:**

**ARTICLE 4 "Charges and Rates"** is replaced in its entirety with the following:

## ARTICLE 4. Charges and Rates

4.01 Collection Services. The CONTRACTOR shall be responsible for the billing and collection of payments for all Collection Services. Not withstanding the preceding provision, the CONTRACTOR shall not bill for Town Collection Services. The CONTRACTOR shall charge Service Recipients a maximum amount not to exceed the service rates set by TOWN resolution and attached in Exhibit 1 to this Agreement and as may be adjusted under the terms of this Agreement.

4.01.1 Partial Month Service. If, during a month, a Service Unit is added to or deleted from CONTRACTOR'S Service Area, the CONTRACTOR'S billing shall be pro-rated based on the weekly service rate (the weekly service rate shall be the service rate established in Exhibit 1 divided by four (4) times the number of actual weeks in the month that service was provided to the Service Unit.

4.01.2 Production of Invoices for SFD Service Units. The CONTRACTOR shall produce an invoice, in a form and format that is approved by the Town Representative, for services received under this Agreement in advance but no less than four (4) times per year. The CONTRACTOR'S invoice shall be remitted to the Service Recipient no earlier than the twentieth (20th) day of the month proceeding the period for which service is being billed.

4.01.3 Production of Invoices for MFD and Commercial Service Units. The CONTRACTOR shall produce an invoice, in a form and format that is approved by the Town Representative, for services received under this Agreement in monthly for services performed during the prior month. The CONTRACTOR'S invoice shall be remitted to the Service Recipient no later than the (10th) day of the month following the period for which service is being billed.

4.01.3.1 TOWN may provide educational and other material to CONTRACTOR for inclusion in the invoices provided by CONTRACTOR to residential and commercial customers for Collection Services.

4.01.4 Methods of Payment. CONTRACTOR shall provide the means for customers to pay bills through the following methods: cash, checks, credit cards, internet payment service or automatic withdrawal from bank account.

4.01.5 Delinquent Service Accounts. The CONTRACTOR may report to the Town Representative, on a monthly basis, all SFD Service Recipients who have received Collection Service and whose account is over ninety (90) days past due, and all MFD and Commercial Service Recipients whose account is over forty-five (45) days past due. The CONTRACTOR may take such action as is legally available to collect or cause collection of such past due amounts, including ceasing the provision of Collection Services to any Service Unit due to non-payment.

4.01.1 Annual Pre-Payment Discount. CONTRACTOR shall provide a reduction to the Service Rates as established in Exhibit 1 for voluntary advance payment for one (1) year of service with the twelfth ($12^{th}$) month of service provided at no charge in exchange for such advance payment by SFD Service recipients. CONTRACTOR shall advertise the availability of this payment option at least once per year in the CONTRACTOR'S biannual newsletters sent to all SFD subscribers.

4.01.1.1 If the SFD Service Recipient reduces the level of service during the period of time covered by the Annual Pre-Payment Discount, than the SFD Service Recipient is eligible for a refund of any amount over paid. Such refund payment will be made by the CONTRACTOR to the SFD Service Recipient within 45 days of a reduction in the service level. The Annual Pre-Payment Discount shall remain in place even if the SFD Service Recipient reduces the level of service.

4.01.1.2 If the SFD Service Recipients increase the level of service during the period of time covered by the Annual Pre-Payment Discount, than the SFD Service Recipient is liable for of any amount under paid. CONTRACTOR shall provide a separate invoice for such under payment, and payment is due by the SFD Service Recipient within 60 days of the date of the invoice. The Annual Pre-Payment Discount shall remain in place even if the SFD Service Recipient increases the level of service.

4.01.2 Senior Discount. CONTRACTOR shall provide reduced Service Rates as established in Exhibit 1 for qualified Senior SFD Service recipients. To be eligible to receive a Senior Discount, SFD Service Recipients shall be at least sixty-five (65) years of age and head of household at the service address. A Senior Discount shall be applied on quarterly basis. CONTRACTOR shall advertise the availability of this Senior Discount at least once per year in the CONTRACTOR'S biannual newsletters sent to all SFD subscribers.

4.02 Service Rate Elements. Collection Service Rates shall consist of some combination of the following elements: a *Collection Element,* a *Disposal Element,* a *Franchise Fee Element, and such other elements as may be added by the TOWN during the term of this Agreement.*

4.03 Adjustments to Maximum Collection Service Rates.

4.03.1 Adjustments to *Collection Elements* Using the Refuse Rate Index (RRI). Beginning on October 1, 2009, and annually thereafter, CONTRACTOR shall, subject to compliance with all provisions of this Article, receive an annual adjustment in the *Collection Elements* of the following maximum service rates as set forth in Exhibit 1 to this Agreement:

4.03.1.1 SFD Collection Service. Lines A4, B4, C2, C3, D1, D2, D3, and D4 in Exhibit 1a.

4.03.1.2 MFD Collection Service. All Collection Component lines of the *Collection Elements*, the Push Rates, and the Container Handling Fees in Exhibit 1b.

4.03.1.3 Commercial Collection Service. All Collection Component lines of the *Collection Elements*, the Push Rates, and the Container Handling Fees in Exhibit 1c.

4.03.1.4 Emergency Service Rates - Employees. All hourly rates in Exhibit 1d.

4.03.1.5 Emergency Service Rates - Equipment. All hourly rates in Exhibit 1e.

4.03.1.6 Large Item Collection Rates. Lines A1 – A44, and Line B3 Exhibit 1f.

4.03.2 RRI Adjustment. Beginning on October 1, 2009, and annually thereafter during the term of this Agreement, the *Collection Elements* of the maximum service rates set forth in Article 4.03.1 above shall be adjusted by the RRI adjustment set forth below. In any year that the calculation of the RRI results in a negative number, there shall be no adjustment of the *Collection Elements.* Instead the negative RRI number shall be added to the result of the subsequent years RRI calculation and the result shall be the RRI adjustment for that subsequent year.

4.03.3 The RRI adjustment shall be the sum of the weighted percentage change in the Annual Average of each RRI index number between the base fiscal year, which shall be the prior preceding calendar year ending April 30th and the preceding fiscal year ending April 30th as contained in the most recent release of the source documents listed in Exhibit 2, ("REFUSE RATE INDEX") which is attached to and included in this Agreement. Therefore, the first *Collection Element* rate adjustment will be based on the percentage changes between the Annual Average of the RRI indices for the calendar year ended April 30, 2008 and the Annual Average of the RRI indices for the calendar year ended April 30, 2009. The RRI shall be calculated using the RRI methodology included in Exhibit 2.

4.03.4 Diversion Adjustment. Beginning with the October 1, 2010 rate adjustment, the diversion adjustment shall be applied to all maximum *Collection Element* rate adjustments. The diversion adjustment shall be based on the diversion rate achieved by CONTRACTOR in the Agreement Year immediately preceding the agreement Year in which the rate adjustment is to be applied. Therefore, the diversion adjustment to be applied to the October 1, 2010 rate adjustment shall be based on the diversion percentage achieved during the Contract Year ended December 31, 2009. In any year that the calculation of the RRI results in a negative number and there is no adjustment of the *Collection Elements* of the Collection Service Rates, the Diversion Adjustment Factor shall be added to the subsequent years Diversion Adjustment Factor. The diversion adjustment factors shall be as follows:

| Diversion Rate Between | Diversion Adjustment |
|---|---|
| 0 – 24.99% | 50% |
| 25.00 – 32.99% | 70% |
| 33.00 – 39.99% | 85% |
| 40.00 – 44.99% | 95% |
| 45.00 – 49.99% | 100% |
| 50.00 – 59.99% | 103% |
| 60.00 – 69.99% | 110% |
| Over 70% | 115% |

4.04 Financial Information. On or before July 15, 2010, and annually thereafter during the term of this Agreement, CONTRACTOR shall deliver to TOWN financial information for the specific services performed under this Agreement for the preceding Agreement Year. Such financial information shall be in the format as set forth in Exhibit 2, or as may be further revised by TOWN from time to time. If CONTRACTOR fails to submit the financial information in the required format by July 15th, it is agreed that CONTRACTOR shall be deemed to have waived the RRI adjustment for that year. CONTRACTOR'S failure to provide the financial information shall not preclude TOWN from applying the RRI using the prior year's financial data, or pro forma data if no prior year financial data is available, if that application would result in a negative RRI.

4.04.1 Annual adjustments shall be made only in units of one cent ($0.01). Fractions of less than one cent ($0.01) shall not be considered in making adjustments. The indices shall be truncated at four (4) decimal places for the adjustment calculations.

4.04.2 If CONTRACTOR'S failure to submit the financial information required under Article 4.04 is the result of extraordinary or unusual circumstances as demonstrated by CONTRACTOR to the satisfaction of the Town Representative, TOWN, at its sole discretion, may consider the request for the annual RRI rate adjustment.

4.04.3 As of August 31, 2010, and annually thereafter during the term of this Agreement, the Town Representative shall notify CONTRACTOR of the RRI adjustment to the affected service rates to take place on the subsequent July 1st.

4.05 Diversion Data. On or before July 15, 2009, and annually thereafter during the term of this Agreement, CONTRACTOR shall deliver to TOWN diversion data for the specific services performed under this Agreement during the preceding full or partial year in a format approved by the TOWN. If CONTRACTOR fails to submit the diversion data in the required format by July 15th, it is agreed that CONTRACTOR shall be deemed to have waived the RRI rate adjustment for that year. CONTRACTOR'S failure to provide the diversion data shall not preclude TOWN from applying the RRI using the prior year's financial data, or pro forma data if no prior year financial data is available, if that application would result in a negative RRI.

4.06 Adjustments to *Disposal Elements.*

4.06.1 SFD Collection Service. The maximum SFD Solid Waste Collection Service "Monthly Unit Disposal Rate" is based on the tipping fee per ton as set as of July 1st of

each calendar year at the Approved Disposal Facility as specified in Exhibit 4 and the "Monthly Unit SFD Solid Waste Generation Factor" set forth in Exhibit 1. The SFD Large Item Waste Collection Service "Monthly Unit Disposal Rate" is based on the tipping fee per ton and the "Monthly Unit Large Item Generation Factor" set forth in Exhibit 1.

4.06.2 Tip Fee Changes. Any approved change in the per ton tipping fees, as set forth below, will result in a corresponding change in the appropriate "Monthly Unit Disposal Rate" based on the following formula:

> (The new tipping fee x the "Monthly Unit SFD Solid Waste Generation Factor", or "Monthly Unit SFD Large Item Generation Factor" as appropriate) / one hundred percent (100%) minus the franchise fee percentage, (such amount at the inception of this Agreement to be ninety percent (90%)), to account for the change in the franchise fee applied to the disposal rate element.
>
> Will equal: the SFD Solid Waste Collection Service, or SFD Large Item Collection Service "Monthly Unit Disposal Rate", as appropriate.

4.06.3 MFD Collection Service. The maximum MFD Solid Waste Collection Service "*Disposal Element* Rate" is based on the tipping fee per ton as set as of July 1st of each calendar year at the Approved Disposal Facility as specified in Exhibit 4, the size of the Bin, the frequency of Collection and the "Cubic Yard Conversion Factor" set forth in Exhibit 1. Any approved change in the per ton tipping fees, as set forth below, will result in a corresponding change in the "Disposal Rate" based on the following formula:

> ((The appropriate "Cubic Yard Conversion Factor"/2,000 pounds) x the new tipping fee x the Bin size x the frequency of Collection) / one hundred percent (100%) minus the franchise fee percentage, (such amount at the inception of this Agreement to be ninety percent (90%)), to account for the franchise fee applied to the disposal rate element.
>
> Will equal: the MFD Solid Waste Collection Service "*Disposal Element* Rate" for that specific Bin size and Collection frequency.

The MFD additional Large Item Collection Service "*Disposal Element* Rate" is based on the cost paid by the CONTRACTOR at the Disposal or processing facility.

4.06.4 Commercial Collection Service. The maximum Commercial Solid Waste Collection Service "*Disposal Element* Rate" is based on the tipping fee per ton as set as of July 1st of each calendar year at the Approved Disposal Facility as specified in Exhibit 4, and the appropriate Conversion Factor set forth on in Exhibit 1. Any approved change in the per ton tipping fees will result in a corresponding change in the "*Disposal Element* Rate" for Commercial Collection Services as set forth on Exhibit 1, based on the following formulas:

4.07 Commercial Bin Rates

> ((The appropriate "Conversion Factor"/2,000 pounds) x the new tipping fee x the Bin size x the frequency of Collection) / one hundred percent (100%) minus the franchise fee percentage, (such amount at the inception of this Agreement to be

ninety percent (90%)), to account for the franchise fee applied to the disposal rate element.

Will equal: the Commercial Solid Waste Bin Collection Service "*Disposal Element* Rate" for the appropriate Bin size and Collection frequency.

4.08 Commercial Cart Rates

((The appropriate Cart "Conversion Factor"/2,000 pounds) x the new tipping fee) / one hundred percent (100%) minus the franchise fee percentage, (such amount at the inception of this Agreement to be ninety percent (90%)), to account for the franchise fee applied to the disposal rate element.

Will equal: The new Commercial Solid Waste Cart Collection Service "*Disposal Element* Rate" for the appropriate Collection frequency.

4.08.1 *Disposal Element* Rate Adjustments. To be changed based on changes in the tip fee at the Disposal Facility.

4.08.2 Adjustments to Generation Factors. In the event of a change in law or solid waste or recycling program that has the potential to materially affect the "Monthly Unit Generation Factors" the "Cubic Yard Conversion Factors", or the "Cart Service Conversion Factors" as set forth by the CONTRACTOR in Exhibit 1, the TOWN and the CONTRACTOR agree that a generation study will be performed at the request of the TOWN with the cooperation of the CONTRACTOR. The study will be funded equally by the TOWN and the CONTRACTOR. The generation study will be designed to establish an updated "Monthly Unit SFD Solid Waste Generation Factor", "Monthly Unit Large Item Generation Factor", "Cubic Yard Conversion Factors", or "Cart Service Conversion Factors". The CONTRACTOR shall cooperate fully with the TOWN related to the performance and completion of the generation study.

4.09 CONTRACTOR'S Payments to TOWN. CONTRACTOR shall make payment to the TOWN of a franchise fee, and such other fees as may be specified in this Article 4.09. Payment to the TOWN shall be due, on the fifteenth (15th) day of the month following the month the revenues are collected. Each such payment shall be accompanied by an accounting, which sets forth CONTRACTOR'S gross revenues collected during the preceding month.

4.09.1 Franchise Fee. The franchise fee shall be a percentage of CONTRACTOR'S gross revenue collected each month under the terms of this Agreement. Gross revenue shall specifically include revenue received by the CONTRACTOR from any entity, including Federal, State, County or other local facilities within the Service Area for the provision of Collection Services by the CONTRACTOR. However, revenue received by the CONTRACTOR from the sale of recyclable materials and from related California Redemption Value (CRV) payments shall not be considered as gross revenues for purpose of the calculation of franchise fees. The franchise fee percentage shall be ten percent (10%) unless otherwise adjusted by the TOWN.

4.09.2 Proposal Development Fee. No later June 30, 2007, CONTRACTOR shall submit proposal development fees to the TOWN in the amount of **One Hundred Thousand Dollars ($100,000.00).**

4.09.3 AB 939 Fees. CONTRACTOR shall pay TOWN an amount equal to **Thirty-five Thousand (35,000.00)** no later than January 1, 2008, and annually thereafter no later than January 1 during the term of the Agreement. Starting on January 1, 2009, the AB 939 Fee will be adjusted in an equal amount as the percent change in Service Rates.

4.09.4 Out of County Disposal Fee. If the CONTRACTOR elects not to use Sonoma County's solid waste facilities for transfer, processing or disposal of Solid Waste Collected by the CONTRACTOR in accordance with this Agreement, CONTRACTOR shall pay any and all fees imposed by Sonoma County or the Sonoma County Waste Management Agency levied against the Town for such non-use of the Sonoma County solid waste facilities. Any and all payments due by CONTRACTOR shall be paid within thirty (30) days notice by the TOWN.

4.09.5 No acceptance by TOWN of any payment shall be construed as an accord that the amount is in-fact the correct amount, nor shall such acceptance of payment be construed as a release of any claim TOWN may have against CONTRACTOR for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to independent audit and recompilation by TOWN. If, after the audit, such recompilation indicates an underpayment CONTRACTOR shall pay to TOWN the amount of the underpayment and shall reimburse TOWN for all reasonable costs and expenses incurred in connection with the audit and recompilation within ten (10) Work Days of receipt of written notice from TOWN that such is the case. If, after audit, such recompilation indicates an overpayment, TOWN shall notify the CONTRACTOR in writing of the amount of the overpayment, less costs and expenses incurred in connection with the audit and recompilation. CONTRACTOR may offset the amounts next due following receipt of such notice by the amount specified therein.

4.09.6 Maximum Collection Service Rate Review Fee. CONTRACTOR shall make payment of **One Thousand Five Hundred Dollars ($1,500.00)** to the TOWN to compensate the TOWN for review of CONTRACTOR'S annual Refuse Rate Adjustment. CONTRACTOR'S payment to the TOWN shall be due by July 1, 2009, and each July 15th of each year thereafter. Failure by CONTRACTOR to make such payment by July 15th shall result in CONTRACTOR not receiving any increase in the Maximum Collection Service Rates for the subsequent October 1st - September 30th period.

4.09.7 Fee to Amend this Agreement for Certain CONTRACTOR Requested Changes. CONTRACTOR shall make a one-time payment of a minimum of **Three Thousand Dollars ($3,000.00)** to the TOWN to compensate the TOWN for reasonable costs of adding in new Agreement language and Maximum Collection Service Rates to compensate CONTRACTOR for Non-Collection due to "Overflow", "Blocked Bins", and "Contaminated Recyclables/Green Waste". CONTRACTOR'S payment to the TOWN shall be due by July 15, 2009.

4.10 Collection Service Census Data. On or before October 1, 2008 and annually thereafter during the term of this Agreement, CONTRACTOR shall deliver to TOWN, Collection Service census data for all Service Units.

4.10.1 Census data for SFD Service Units shall consist of the number of SFD Service Units receiving SFD Collection Service during the previous month. The census data shall be segregated by type of service and as appropriate, container size, number of containers and frequency of Collection.

4.10.2 Census data for MFD, Commercial and Town Service Units shall consist of the number of service units receiving MFD, Commercial or Town Collection Service during the preceding month. The census data shall be segregated by type of service and as appropriate, container size, number of containers and frequency of Collection.

4.11 Tonnage Data. On or before March 1, 2008 and monthly thereafter during the term of this Agreement, CONTRACTOR shall deliver to TOWN a listing of the actual tonnage disposed by the CONTRACTOR at the Disposal Facility for the preceding month sorted between SFD, MFD Commercial and Town Service Units and between Roll-off Containers and all other containers to the extent practical.

4.12 Extraordinary Adjustment.

4.12.1 CONTRACTOR may petition the TOWN in writing at any time for an adjustment in the maximum rates on the basis of extraordinary and unusual changes in the costs of operations or programs that satisfy all of the following conditions: (i) materially alters CONTRACTOR'S operations or overall costs; (ii) could not reasonably have been foreseen by a prudent operator; (iii) by all reasonable expectations will continue for a period of at least six (6) months; and (iv) is not addressed pursuant to Article 26. CONTRACTOR'S request shall contain substantial proof and justification to support the need for the adjustment. The TOWN may request from the CONTRACTOR such further information as it deems necessary to fully evaluate the request and make its determination. The TOWN shall in the exercise of its reasonable discretion approve or deny the request, in whole or in part, within sixty (60) calendar days of receipt of the written request and all other additional information requested by the TOWN.

4.12.2 No Extraordinary Adjustment shall occur or rate adjustment be provided due to the CONTRACTOR'S use of any facility or subcontractor other than as set forth in Exhibit 4 and Exhibit 5, which are attached to and included in this Agreement. Nor shall a variation from the CONTRACTOR'S estimate for the tonnages of Solid Waste, Recyclable Materials or Green Wastes be collected, processed or disposed provide a basis for a rate adjustment through an Extraordinary Adjustment or otherwise, except as specifically provided for by this Article.

**SECTION 8.01.4 "Non-Collection."** is amended by replacing 8.01.4 in its entirety with the following:

> 8.01.4 Non Collection Due to Overflow. In the case of repeated overflows of Solid Waste, CONTRACTOR shall document the overflows with pictures and field notes, affix to the bin or cart a Non-Collection Notice, and contact the MFD Service Unit management to arrange for an appropriate change in bin or cart size, Collection frequency or both. After CONTRACTOR has provided three (3) such Non-Collection Notices over a consecutive twelve (12) month period, and CONTRACTOR cannot reach an agreement with such management regarding the change in service, CONTRACTOR may charge for collection of such overflow of Solid Waste at the rates as set forth in Exhibit 1b.

8.01.4 Non Collection Due to No Accessibility. In the case where CONTRACTOR'S vehicles and crew are blocked from collecting bins, CONTRACTOR shall document the blocked bin with pictures and field notes, affix to the bin a Non-Collection Notice, and contact the MFD Service Unit management to inform the MFD Service Unit why the bin was not Collected. After CONTRACTOR has provided three (3) such Non-Collection Notices and contacted the MFD service Unit three (3) times over a consecutive twelve (12) month period, CONTRACTOR may charge for collection of blocked bins at the rates as set forth in Exhibit 1b. CONTRACTOR shall track and report all instances of blocked bins and include such blocked bin data, including pictures, as part of CONTRACTOR'S Quarterly and Annual reports as required forth in Article 17.02. For purposes of this Agreement, a bin shall be deemed "blocked" due to the following conditions:

8.01.4.1 Improper locks placed on bins or improper locks placed on bin enclosures by the Service Recipient.

8.01.4.2 Parked automobiles blocking CONTRACTOR'S ability to safely collect and empty the bin.

8.01.4.3 Uncontainerized Solid Waste, Green Waste or Recyclable Materials, or Construction and Demolition Debris are blocking CONTRACTOR'S ability to safely collect and empty the bin.

8.01.5 Non-Collection Due to Contamination of Recyclables. In the case of repeated contamination of Recyclable Materials, CONTRACTOR shall document the contamination with pictures and field notes, affix to the bin a Non-Collection Notice, and contact the MFD Service Unit management to inform the MFD Service Unit why the bin was not Collected. After CONTRACTOR has provided three (3) such Non-Collection Notices and contacted the MFD service Unit three (3) times over a consecutive twelve (12) month period, CONTRACTOR may charge for collection of contaminated Recyclable Materials at the rates as set forth in Exhibit 1b. CONTRACTOR shall track and report all instances of contamination and include such contamination data, including pictures, as part of CONTRACTOR'S Quarterly and Annual reports as set forth in Article 17.02.

8.01.5.1 For purposes of this Agreement, Recyclable Materials shall be deemed "contaminated" if CONTRACTOR can not reasonably process the Recyclable Materials due to inclusion of large amounts of Garbage, Green Waste, or Construction and Demolition Debris.

8.01.6 Non-Collection Due to Contamination of Green Waste. In the case of repeated contamination of Green Waste, CONTRACTOR shall document the contamination with pictures and field notes, affix to the bin a Non-Collection Notice, and contact the MFD Service Unit management to inform the MFD Service Unit why the bin was not Collected. After CONTRACTOR has provided three (3) such Non-Collection Notices and contacted the MFD Service Unit three (3) times over a consecutive twelve (12) month period, CONTRACTOR may charge for collection of contaminated Green Waste at the rates as set forth in

Exhibit 1b. CONTRACTOR shall track and report all instances of contamination and include such contamination data, including pictures, as part of CONTRACTOR'S Quarterly and Annual reports as set forth in Article 17.02.

8.01.6.1 For purposes of this Agreement, Green Waste shall be deemed "contaminated" if CONTRACTOR can not reasonably process the Green Waste due to inclusion of large amounts of Garbage, Recyclable Materials, or Construction and Demolition Debris.

8.01.7 Non-Collection Notices. CONTRACTOR shall maintain copies of all Non-Collection Notices during the term of this Agreement, and shall track and report all instances of Non-Collection and include such Non-Collection data as part of CONTRACTOR'S Quarterly and Annual reports as set forth in Article 17.02.

**SECTION 9.01.4 "Non-Collection."** is amended by replacing 9.01.4 in its entirety with the following:

9.01.4 Non Collection Due to Overflow. In the case of repeated overflows of Solid Waste, CONTRACTOR shall document the overflows with pictures and field notes, affix to the bin or cart a Non-Collection Notice, and contact the Commercial Service Unit or the management to arrange for an appropriate change in bin or cart size, Collection frequency or both. After CONTRACTOR has provided three (3) such Non-Collection Notices times over a consecutive twelve (12) month period, and CONTRACTOR cannot reach an agreement with such Commercial Service Unit or management regarding the change in service, CONTRACTOR may charge for collection of such overflow of Solid Waste at the rates as set forth in Exhibit 1c.

9.01.5 Non Collection Due to No Accessibility. In the case where CONTRACTOR'S vehicles and crew are blocked from collecting bins, CONTRACTOR shall document the blocked bin with pictures and field notes, affix to the bin a Non-Collection Notice, and contact the Commercial Service Unit or management to inform the Commercial Service Unit or management why the bin was not Collected. After CONTRACTOR has provided three (3) such Non-Collection Notices and contacted the Commercial Service Unit or management three (3) times over a consecutive twelve (12) month period, CONTRACTOR may charge for collection of blocked bins at the rates as set forth in Exhibit 1c. CONTRACTOR shall track and report all instances of blocked bins and include such blocked bin data, including pictures, as part of CONTRACTOR'S Quarterly and Annual reports as required forth in Article 17.02. For purposes of this Agreement, a bin shall be deemed "blocked" due to the following conditions:

9.01.5.1 Improper locks placed on bins or improper locks placed on bin enclosures by the Service Recipient.

9.01.5.2 Parked automobiles blocking CONTRACTOR'S ability to safely collect and empty the bin.

9.01.5.3 Uncontainerized Solid Waste, Recyclable Materials, Green Waste, or Construction and Demolition Debris are blocking CONTRACTOR'S ability to safely collect and empty the bin.

9.01.6 Non-Collection Due to Contamination of Recyclables. In the case of repeated contamination of Recyclable Materials, CONTRACTOR shall document the contamination with pictures and field notes, affix to the bin a Non-Collection Notice, and contact the Commercial Service Unit or management to inform the Commercial Service Unit why the bin was not Collected. After CONTRACTOR has provided three (3) such Non-Collection Notices and contacted the Commercial Service Unit or management three (3) times over a consecutive twelve (12) month period, CONTRACTOR may charge for collection of contaminated Recyclable Materials at the rates as set forth in Exhibit 1c. CONTRACTOR shall track and report all instances of contamination and include such contamination data, including pictures, as part of CONTRACTOR'S Quarterly and Annual reports as set forth in Article 17.02.

9.01.6.1 For purposes of this Agreement, Recyclable Materials shall be deemed "contaminated" if CONTRACTOR can not reasonably process the Recyclable Materials due to inclusion of large amounts of Garbage, Green Waste, or Construction and Demolition Debris.

9.01.7 Non-Collection Due to Contamination of Green Waste. In the case of repeated contamination of Green Waste, CONTRACTOR shall document the contamination with pictures and field notes, affix to the bin a Non-Collection Notice, and contact the Commercial Service Unit or management to inform the Commercial Service Unit or management why the bin was not Collected. After CONTRACTOR has provided three (3) such Non-Collection Notices and contacted the Commercial Service Unit or management three (3) times over a consecutive twelve (12) month period, CONTRACTOR may charge for collection of contaminated Green Waste at the rates as set forth in Exhibit 1c. CONTRACTOR shall track and report all instances of contamination and include such contamination data, including pictures, as part of CONTRACTOR'S Quarterly and Annual reports as set forth in Article 17.02.

9.01.7.1 For purposes of this Agreement, Green Waste shall be deemed "contaminated" if CONTRACTOR can not reasonably process the Green Waste due to inclusion of large amounts of Garbage, Recyclables Materials, or Construction and Demolition Debris.

9.01.8 Non-Collection Notices. CONTRACTOR shall maintain copies of all Non-Collection Notices during the term of this Agreement, and shall track and report all instances of Non-Collection and include such Non-Collection data as part of CONTRACTOR'S Quarterly and Annual reports as set forth in Article 17.02.

**ARTICLE 17. "Record Keeping and Reporting Requirements"** is amended by adding the following:

17.04 TOWN Offices Closed. In the event that the TOWN is closed for business on a day that CONTRACTOR'S required reports, plans, notices, or payments are due to the TOWN, than such CONTRACTOR'S required reports, plans, notices, or payments shall be due on the next business day.

**EXHIBIT 1.** EXHIBIT 1 of the Agreement is amended to read as set forth in EXHIBIT 1, "Maximum Compensation and Rates", which is attached to and incorporated in this First Amendment.

**EXHIBIT 2.** EXHIBIT 2 of the Agreement is amended to read as set forth in EXHIBIT 2, "Refuse Rate Index", which is attached to and incorporated in this First Amendment.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this First Amendment to Agreement on the respective date(s) below each signature.

**TOWN OF WINDSOR** **WINDSOR REFUSE AND RECYCLING, INC**

| | | | |
|---|---|---|---|
| | | 6-17-2009 | |
| J. Matthew Mullan<br>Town Manager | Date | James Ratto,<br>President, Ratto Group of Companies<br>Town of Windsor Business<br>Registration No. 980178 | Date |

**The foregoing Agreement has been reviewed and approval is recommended:**

| | |
|---|---|
| 6-4-09 | |
| Christa Johnson<br>Assistant Town Manager | Date |
| 6/30/09 | |
| James M. McAdler<br>Administrative Services Director | Date |

Resolution No. 2009 - _____

Approved by Town Council

**Approved as to Form:**

| | |
|---|---|
| 7-1-09 | |
| Richard Rudnansky,<br>Town Attorney | Date |

## Exhibit 2

## Town of Windsor, CA

### REFUSE RATE INDEX

The "Refuse Rate Index" adjustment shall be calculated in the following manner:

1. The expenses of providing Collection Services in the Service Area for the designated fiscal period shall be prepared in the format set forth in the Operating Cost Statement - Description on the following page of this Exhibit.
2. The ***Collection Component*** expenses of providing Collection Services in the Service Area shall be broken down into one of the following five cost categories: Labor; Fuel; Vehicle Replacement; Maintenance and All Other. Each cost category is assigned a weighted percentage factor on that cost category's proportionate share of the total of the costs shown for all cost categories.
3. The following indices are used to calculate the adjustment for each cost category of the ***Collection Components***. The change in each index is calculated on a twelve-month fiscal period in accordance with the terms of the Agreement.

| Cost Category | Index |
|---|---|
| **Labor:** | Series ID: ceu6056210008 Production Workers-Waste Collection |
| **Fuel:** | California No 2 Diesel Ultra Low Sulfur (0-15 ppm) http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp |
| **Vehicle Replacement:** | Series ID: pcu336211336211 Truck, bus, car and other vehicles bodies, for sale separately |
| **Vehicle Maintenance:** | Series ID: pcu333924333924 Parts and attachments for Industrial work trucks |
| **All Other:** | Series ID: cuur0000sa0 seventy-five percent (75%) of Consumer Price Index, All Urban Consumers, All Items |

The percentage weight for each cost category is multiplied by the change in each appropriate index to calculate a weighted percentage for each cost category. The weighted percentage changes for each cost category are added together to calculate the Refuse Rate Index for the ***Collection Components***.

**Disposal:** Changes in ***Disposal Elements*** shall be the percentage change based on the difference of the disposal rate per ton on July 1st of the current Agreement Year and on July 1st of the preceding agreement Year at the Approved Disposal Facility listed in Exhibit 4.

# Exhibit 2

## Town of Windsor, CA

## REFUSE RATE INDEX

**RRI Financial Statement Format**

**Operating Costs**

| | |
|---|---|
| **Labor:** | List all administrative, officer, operation and maintenance salary accounts.<br>List payroll tax accounts directly related to the above salary accounts. |
| **Fuel** | List all fuel costs. |
| **Vehicle Replacement:** | List all Collection and Collection related vehicle depreciation accounts.<br>List all vehicle lease or rental accounts related to Collection or Collection related vehicles. |
| **Vehicle Maintenance:** | List all Collection or Collection related vehicle parts accounts. |
| **All Other:** | List all other expense accounts related to the services provided under this Agreement. This category includes all insurance including general liability, fire, truck damage, extended coverage and employee group medical and life; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; office supplies; postage; trade association dues and subscription; advertising; employee retirement or profit sharing contributions; and miscellaneous other expenses. |

## Exhibit 1a
## Town of Windsor, CA
## Maximum Compensation and Rates October 1, 2009 - September 30, 2010
### SFD CART COLLECTION

| | | | | | |
|---|---|---|---|---|---|
| **3.32%** | FY 2009/10 Collection Component Increase | | | | |
| **22.56%** | FY 2009/10 Disposal Component Increase | | | | |
| **$ 100.50** | /Ton Solid Waste Disposal - FY 2009/10 | Sonoma County Landfill/Transfer System | | | |
| **A. SFD CART COLLECTION SERVICE** | | | | | |
| 1 | Solid Waste Cart Sizes (gallons) | **20** | **32** | **68** | **95** |
| 2 | Monthly Per Unit Disposal Generation Factor | 0.025 | 0.029 | 0.042 | 0.074 |
| 3 | Solid Waste Disposal Component (per ton disposal rate X the monthly generation factor) | $2.51 | $2.91 | $4.22 | $7.44 |
| 4 | Collection Component | $4.39 | $8.94 | $17.37 | $28.60 |
| 5 | Franchise Fee Component (10%) | $0.77 | $1.32 | $2.40 | $4.00 |
| 6 | BASE 2009/10 MONTHLY SOLID WASTE COLLECTION RATE (Lines A3 + A4 + A5) | $7.67 | $13.17 | $23.98 | $40.03 |
| | One Time Adjustment Covering July 1 - Sept 30, 2009 | $0.19 | $0.25 | $0.41 | $0.70 |
| | **TOTAL MONTHLY SOLID WASTE COLLECTION RATE** | **$7.86** | **$13.42** | **$24.40** | **$40.74** |
| **B. SFD CART COLLECTION SERVICE - Senior Rate** | | | | | |
| 1 | Solid Waste Cart Sizes (gallons) | **20** | **32** | **68** | |
| 2 | Monthly Per Unit Disposal Generation Factor | 0.021 | 0.022 | 0.035 | |
| 3 | Solid Waste Disposal Component (per ton disposal rate X the monthly generation factor) | $2.11 | $2.21 | $3.52 | |
| 4 | Collection Component | $3.10 | $6.74 | $14.24 | |
| 5 | Franchise Fee Component (10%) | $0.58 | $0.99 | $1.97 | |
| 6 | BASE FY 2009/10 MONTHLY SOLID WASTE COLLECTION RATE (Lines B3 + B4 + B5) | $5.79 | $9.94 | $19.73 | |
| | One Time Adjustment Covering July 1 - Sept 30, 2009 | $0.15 | $0.19 | $0.34 | |
| | **TOTAL MONTHLY SOLID WASTE COLLECTION RATE** | **$5.94** | **$10.13** | **$20.07** | |

## Exhibit 1a
## Town of Windsor, CA
## Maximum Compensation and Rates October 1, 2009 - September 30, 2010
### SFD CART COLLECTION

**C. SFD MONTHLY COST FOR ADDITIONAL GARBAGE AND GREEN WASTE CARTS**

| | | | | | |
|---|---|---|---|---|---|
| 1 | Solid Waste Cart Sizes (gallons) | **20** | **32** | **68** | **95** |
| 2 | Base FY 2009/10 Each Additional Solid Waste Cart | $7.23 | $12.66 | $25.31 | $38.74 |
| | One Time Adjustment Covering July 1 - Sept 30, 2009 | $0.26 | $0.45 | $0.90 | $1.38 |
| | **TOTAL EACH ADDITIONAL SOLID WASTE CART** | **$7.49** | **$13.11** | **$26.21** | **$40.12** |
| | | | | | |
| 3 | Base FY 2009/10 Each Additional Green Waste Cart (3+ carts) | $12.19 | $12.19 | $12.19 | $12.19 |
| | One Time Adjustment Covering July 1 - Sept 30, 2009 | $0.43 | $0.43 | $0.43 | $0.43 |
| | **TOTAL EACH ADDITIONAL GREEN WASTE CART (3+ carts)** | $12.63 | $12.63 | $12.63 | $12.63 |

**D. ADDITIONAL SERVICES**

| | | Base FY 2009/10 Rate | One Time Adjustment Covering July 1 - Sept 30, 2009 | TOTAL RATE FY 2009/10 FOR ADDITIONAL SERVICES | |
|---|---|---|---|---|---|
| 1 | Additional Cart Exchange | $15.50 | $0.50 | $15.99 | each additional cart/occurrence |
| 2 | Additional Cart Replacement | $77.49 | $2.49 | $79.97 | each additional cart/occurrence |
| 3 | On Premise Collection | $51.66 | $0.66 | $52.32 | added to all cart sizes total monthly rate |
| 4 | Recycling Only Collection (1 – 95 gallon recycling cart) | $6.20 | $0.20 | $6.40 | per month |

**NOTE:**
1. "Base Rates" shall be used to calculate FY 2010/11 rates and shall not include the "One Time Adjustment Covering July 1, 2009 – September 20, 2009."

## Exhibit 1b
## Town of Windsor, CA
## Maximum Compensation and Rates October 1, 2009 - September 30, 2010
### MFD COLLECTION

| | |
|---|---|
| **3.32%** | FY 2009/10 Collection Component Increase |
| **22.56%** | FY 2009/10 Disposal Component Increase |

| Container Size | Collection Frequency | | | | | |
|---|---|---|---|---|---|---|
| | 1X Week | 2X Week | 3X Week | 4X Week | 5X Week | 6X Week |
| **20 Gallon** | | | | | | |
| Collection | $4.39 | | | | | |
| Disposal | $2.51 | | | | | |
| Franchise Fee | $0.77 | | | | | |
| Base 09/10 Rates | $7.67 | | | | | |
| One Time Adj. Covering 7/1-9/30/09 | $0.19 | | | | | |
| **Total** | $7.86 | | | | | |
| **32 Gallon** | | | | | | |
| Collection | $8.94 | $17.85 | $26.78 | $35.71 | $44.63 | $53.56 |
| Disposal | $2.92 | $5.83 | $8.75 | $11.67 | $14.58 | $17.50 |
| Franchise Fee | $1.32 | $2.63 | $3.95 | $5.26 | $6.58 | $7.89 |
| Base 09/10 Rates | $13.17 | $26.32 | $39.48 | $52.64 | $65.80 | $78.96 |
| One Time Adj. Covering 7/1-9/30/09 | $0.26 | $0.51 | $0.76 | $1.02 | $1.27 | $1.52 |
| **Total** | $13.43 | $26.82 | $40.24 | $53.65 | $67.07 | $80.48 |
| **68 Gallon** | | | | | | |
| Collection | $17.37 | $36.59 | $55.82 | $75.05 | $94.27 | $113.50 |
| Disposal | $4.22 | $8.43 | $12.65 | $16.86 | $21.08 | $25.30 |
| Franchise Fee | $2.40 | $5.00 | $7.61 | $10.21 | $12.82 | $15.42 |
| Base 09/10 Rates | $23.98 | $50.03 | $76.08 | $102.12 | $128.17 | $154.22 |
| One Time Adj. Covering 7/1-9/30/09 | $0.41 | $0.84 | $1.27 | $1.70 | $2.13 | $2.56 |
| **Total** | $24.39 | $50.87 | $77.35 | $103.82 | $130.30 | $156.77 |
| **95 Gallon** | | | | | | |
| Collection | $28.60 | $57.20 | $85.79 | $114.39 | $142.99 | $171.59 |
| Disposal | $7.44 | $14.88 | $22.32 | $29.76 | $37.20 | $44.64 |
| Franchise Fee | $4.00 | $8.01 | $12.01 | $16.01 | $20.02 | $24.02 |
| Base 09/10 Rates | $40.04 | $80.08 | $120.12 | $160.16 | $200.20 | $240.24 |
| One Time Adj. Covering 7/1-9/30/09 | $0.71 | $1.41 | $2.12 | $2.82 | $3.53 | $4.23 |
| **Total** | $40.75 | $81.49 | $122.24 | $162.99 | $203.73 | $244.48 |

## Exhibit 1b
## Town of Windsor, CA
## Maximum Compensation and Rates October 1, 2009 - September 30, 2010
### MFD COLLECTION

| | | | | | | |
|---|---|---|---|---|---|---|
| **1.5 CY** | | | | | | |
| Collection | $104.11 | $167.64 | $234.16 | $263.32 | $396.65 | $487.54 |
| Disposal | $65.33 | $130.65 | $195.98 | $261.30 | $326.63 | $391.95 |
| Franchise Fee | $18.82 | $33.14 | $47.79 | $58.29 | $80.36 | $97.71 |
| Base 09/10 Rates | $188.26 | $331.43 | $477.93 | $582.90 | $803.63 | $977.21 |
| One Time Adj. Covering 7/1-9/30/09 | $4.74 | $9.08 | $13.45 | $17.45 | $22.48 | $27.09 |
| **Total** | $193.00 | $340.51 | $491.38 | $600.36 | $826.11 | $1,004.30 |
| **2 CY** | | | | | | |
| Collection | $114.67 | $180.96 | $251.09 | $382.11 | $472.61 | $496.42 |
| Disposal | $87.44 | $174.87 | $262.31 | $349.74 | $437.18 | $524.61 |
| Franchise Fee | $22.45 | $39.53 | $57.04 | $81.31 | $101.08 | $113.44 |
| Base 09/10 Rates | $224.56 | $395.36 | $570.43 | $813.16 | $1,010.87 | $1,134.46 |
| One Time Adj. Covering 7/1-9/30/09 | $6.10 | $11.73 | $17.39 | $23.65 | $29.52 | $34.72 |
| **Total** | $230.66 | $407.08 | $587.82 | $836.81 | $1,040.38 | $1,169.18 |
| **3 CY** | | | | | | |
| Collection | $151.22 | $236.79 | $321.96 | $407.09 | $492.25 | $577.43 |
| Disposal | $130.65 | $261.30 | $391.95 | $522.60 | $653.25 | $783.90 |
| Franchise Fee | $31.32 | $55.34 | $79.32 | $103.29 | $127.27 | $151.24 |
| Base 09/10 Rates | $313.19 | $553.43 | $793.23 | $1,032.98 | $1,272.77 | $1,512.57 |
| One Time Adj. Covering 7/1-9/30/09 | $8.92 | $17.19 | $25.45 | $33.72 | $41.98 | $50.25 |
| **Total** | $322.11 | $570.61 | $818.68 | $1,066.70 | $1,314.76 | $1,562.82 |
| **4 CY** | | | | | | |
| Collection | $146.37 | $269.53 | $365.08 | $460.59 | $556.11 | $651.60 |
| Disposal | $173.87 | $347.73 | $521.60 | $695.46 | $869.33 | $1,043.19 |
| Franchise Fee | $35.58 | $68.58 | $98.51 | $128.44 | $158.37 | $188.29 |
| Base 09/10 Rates | $355.81 | $685.84 | $985.19 | $1,284.49 | $1,583.81 | $1,883.08 |
| One Time Adj. Covering 7/1-9/30/09 | $11.33 | $22.42 | $33.25 | $44.07 | $54.89 | $65.72 |
| **Total** | $367.14 | $708.26 | $1,018.44 | $1,328.56 | $1,638.70 | $1,948.79 |
| **6 CY** | | | | | | |
| Collection | $147.09 | $242.47 | $341.61 | $438.73 | $535.77 | $632.90 |
| Disposal | $261.30 | $522.60 | $783.90 | $1,045.20 | $1,306.50 | $1,567.80 |
| Franchise Fee | $45.37 | $85.00 | $125.04 | $164.86 | $204.68 | $244.50 |
| Base 09/10 Rates | $453.76 | $850.07 | $1,250.56 | $1,648.79 | $2,046.95 | $2,445.19 |
| One Time Adj. Covering 7/1-9/30/09 | $17.40 | $34.13 | $50.90 | $67.66 | $84.41 | $101.16 |
| **Total** | $471.16 | $884.20 | $1,301.46 | $1,716.45 | $2,131.36 | $2,546.36 |

| Exhibit 1b<br>Town of Windsor, CA<br>Maximum Compensation and Rates October 1, 2009 - September 30, 2010<br>**MFD COLLECTION** | | | | | | |
|---|---|---|---|---|---|---|
| **20 CY Box** | | | | | | |
| Base 09/10 Rates | $206.06 | $412.12 | $618.19 | $824.25 | $1,030.31 | $1,236.37 |
| One Time Adj. Covering 7/1-9/30/09 | $1.84 | $3.67 | $5.51 | $7.35 | $9.18 | $11.02 |
| **Total** | $207.90 | $415.80 | $623.69 | $831.59 | $1,039.49 | $1,247.39 |
| **30 CY Box** | | | | | | |
| Base 09/10 Rates | $232.46 | $464.92 | $697.38 | $929.84 | $1,162.29 | $1,394.75 |
| One Time Adj. Covering 7/1-9/30/09 | $2.07 | $4.14 | $6.22 | $8.29 | $10.36 | $12.43 |
| **Total** | $234.53 | $469.06 | $703.59 | $938.12 | $1,172.65 | $1,407.18 |
| **40 CY Box** | | | | | | |
| Base 09/10 Rates | $232.46 | $464.92 | $697.38 | $929.84 | $1,162.29 | $1,394.75 |
| One Time Adj. Covering 7/1-9/30/09 | $2.07 | $4.14 | $6.22 | $8.29 | $10.36 | $12.43 |
| **Total** | $234.53 | $469.06 | $703.59 | $938.12 | $1,172.65 | $1,407.18 |
| **10 CY Box Lowboy** | | | | | | |
| Base 09/10 Rates | $206.06 | $412.12 | $618.19 | $824.25 | $1,030.31 | $1,236.37 |
| One Time Adj. Covering 7/1-9/30/09 | $1.84 | $3.67 | $5.51 | $7.35 | $9.18 | $11.02 |
| **Total** | $207.90 | $415.80 | $623.69 | $831.59 | $1,039.49 | $1,247.39 |
| **Compactor** | | | | | | |
| Base 09/10 Rates | $231.43 | $462.85 | $694.28 | $925.70 | $1,157.13 | $1,388.55 |
| One Time Adj. Covering 7/1-9/30/09 | $2.06 | $4.12 | $6.19 | $8.25 | $10.31 | $12.37 |
| **Total** | $233.49 | $466.98 | $700.46 | $933.95 | $1,167.44 | $1,400.93 |
| **Push Rates** | 0-25 ft | 26-49 ft | 50-75 Ft | 76-100 ft | 101-125 ft | 126+ ft |
| | N/C | $17.05 | $34.09 | $51.14 | $67.03 | $77.49 |
| One Time Adj. Covering 7/1-9/30/09 | N/C | $0.15 | $0.30 | $0.46 | $0.29 | $0.69 |
| **Total** | N/C | $17.20 | $34.40 | $51.60 | $67.32 | $78.18 |
| **Cart or Bin Cleaning** | **Each Occurrence** | | | | | |
| | Cart $36.16 | 1 – 4 CY Bin Size | $51.66 | 5+ CY Bin Size | $77.49 | |
| One Time Adj. Covering 7/1-9/30/09 | $0.32 | | $0.46 | | $0.69 | |
| **Total** | $36.48 | | $52.12 | | $78.18 | |

## Exhibit 1b
## Town of Windsor, CA
## Maximum Compensation and Rates October 1, 2009 - September 30, 2010
### MFD COLLECTION

| | | | |
|---|---|---|---|
| MFD Disposal Charge Per Ton | **$100.50** | MFD Disposal Site | Sonoma County Landfill/Transfer System |
| MFD Cart Monthly Per Unit Disposal Generation Factor (tons per month) | SEE SFD | MFD Bin Weight Per Cubic Yard Conversion Factor | 200 |

| | Base FY 2009/10 Rate | One Time Adjustment Covering July 1 – Sept. 30, 2009 | TOTAL RATE FY 2009/10 FOR ADDITIONAL SERVICES | |
|---|---|---|---|---|
| Additional On-Call MFD Bin Collection (each additional bin collection/ occurrence) | $67.90 | N/A | $67.90 | 1.5 CY |
| | $75.88 | N/A | $75.88 | 2 CY |
| | $95.69 | N/A | $95.69 | 3 cy |
| | $104.53 | N/A | $104.53 | 4 cy |
| | $125.22 | N/A | $125.22 | 6 cy |
| Collection of Overflowed Bins | $28.44 | N/A | $28.44 | each cubic yard/ occurrence |
| Collection From Blocked Bins | $15.00 | N/A | $15.00 | each bin collection/ occurrence |
| Collection of Contaminated Recyclable Materials or Green Waste | $20.00 | N/A | $20.00 | each bin collection/ occurrence |
| Additional Bin Exchange (over the 1 free exchange for each for recycling, green waste and garbage Bin /contract term) | $15.50 | $0.14 | $15.64 | each additional bin/ occurrence |
| Additional Bin Replacement (over the 1 free replacement for each for recycling, green waste and garbage Bin /contract term) | $51.66 | $0.46 | $52.12 | each additional bin/ occurrence |

**Notes:**

1 All 10, 20, 30, 40 CY boxes and compactors are pull rates only; disposal will be based on actual disposal costs, and the Franchise Fee will be 10% of the gross revenue per box (including collection and disposal). The total customer rate will be the total cost for the collection, disposal and the franchise fee.

2. Green waste collection to be provided to MFD Service Units at 50% discount.

3. "Base Rates" shall be used to calculate FY 2010/11 rates and shall not include the "One Time Adjustment Covering July 1, 2009 – September 20, 2009."

## Exhibit 1c
## Town of Windsor, CA
## Maximum Compensation and Rates October 1, 2009 - September 30, 2010
### COMMERCIAL COLLECTION

| | |
|---|---|
| **3.32%** | FY 2009/10 Collection Component Increase |
| **22.56%** | FY 2009/10 Disposal Component Increase |

| Container Size | Collection Frequency | | | | | |
|---|---|---|---|---|---|---|
| | **1X Week** | **2X Week** | **3X Week** | **4X Week** | **5X Week** | **6X Week** |
| **20 Gallon** | | | | | | |
| Collection | $15.99 | $31.99 | $47.98 | $63.97 | $79.97 | $95.96 |
| Disposal | $4.02 | $8.04 | $12.06 | $16.08 | $20.10 | $24.12 |
| Franchise Fee | $2.22 | $4.45 | $6.67 | $8.89 | $11.12 | $13.34 |
| Base 09/10 Rates | $22.24 | $44.47 | $66.71 | $88.95 | $111.18 | $133.42 |
| One Time Adj. Covering 7/1-9/30/09 | $0.39 | $0.77 | $1.16 | $1.55 | $1.93 | $2.32 |
| **Total** | $22.62 | $45.25 | $67.87 | $90.49 | $113.12 | $135.74 |
| **32 Gallon** | | | | | | |
| Collection | $17.51 | $35.02 | $52.54 | $70.05 | $87.56 | $105.07 |
| Disposal | $6.03 | $12.06 | $18.09 | $24.12 | $30.15 | $36.18 |
| Franchise Fee | $2.62 | $5.23 | $7.85 | $10.46 | $13.08 | $15.69 |
| Base 09/10 Rates | $26.16 | $52.31 | $78.47 | $104.63 | $130.79 | $156.94 |
| One Time Adj. Covering 7/1-9/30/09 | $0.52 | $1.03 | $1.55 | $2.06 | $2.58 | $3.10 |
| **Total** | $26.67 | $53.35 | $80.02 | $106.69 | $133.37 | $160.04 |
| **68 Gallon** | | | | | | |
| Collection | $18.47 | $36.95 | $55.42 | $73.89 | $92.36 | $110.84 |
| Disposal | $13.07 | $26.13 | $39.20 | $52.26 | $65.33 | $78.39 |
| Franchise Fee | $3.50 | $7.01 | $10.51 | $14.02 | $17.52 | $21.02 |
| Base 09/10 Rates | $35.04 | $70.08 | $105.12 | $140.17 | $175.21 | $210.25 |
| One Time Adj. Covering 7/1-9/30/09 | $0.93 | $1.85 | $2.78 | $3.70 | $4.63 | $5.55 |
| **Total** | $35.97 | $71.93 | $107.90 | $143.87 | $179.83 | $215.80 |
| **95 Gallon** | | | | | | |
| Collection | $20.15 | $40.29 | $60.44 | $80.59 | $100.73 | $120.88 |
| Disposal | $19.10 | $38.19 | $57.29 | $76.38 | $95.48 | $114.57 |
| Franchise Fee | $4.36 | $8.72 | $13.08 | $17.44 | $21.80 | $26.16 |
| Base 09/10 Rates | $43.60 | $87.20 | $130.80 | $174.40 | $218.01 | $261.61 |
| One Time Adj. Covering 7/1-9/30/09 | $1.28 | $2.57 | $3.85 | $5.14 | $6.42 | $7.71 |
| **Total** | $44.88 | $89.77 | $134.66 | $179.54 | $224.43 | $269.31 |

## Exhibit 1c
## Town of Windsor, CA
## Maximum Compensation and Rates October 1, 2009 - September 30, 2010
### COMMERCIAL COLLECTION

| | | | | | | |
|---|---|---|---|---|---|---|
| **1.5 CY** | | | | | | |
| Collection | $104.11 | $167.64 | $234.16 | $263.32 | $396.65 | $487.54 |
| Disposal | $65.33 | $130.65 | $195.98 | $261.30 | $326.63 | $391.95 |
| Franchise Fee | $18.82 | $33.14 | $47.79 | $58.29 | $80.36 | $97.71 |
| Base 09/10 Rates | $188.26 | $331.43 | $477.93 | $582.90 | $803.63 | $977.21 |
| One Time Adj. Covering 7/1-9/30/09 | $4.74 | $9.08 | $13.45 | $17.45 | $22.48 | $27.09 |
| **Total** | $193.00 | $340.51 | $491.38 | $600.36 | $826.11 | $1,004.30 |
| **2 CY** | | | | | | |
| Collection | $114.67 | $180.96 | $251.09 | $382.11 | $472.61 | $496.42 |
| Disposal | $87.44 | $174.87 | $262.31 | $349.74 | $437.18 | $524.61 |
| Franchise Fee | $22.45 | $39.53 | $57.04 | $81.31 | $101.08 | $113.44 |
| Base 09/10 Rates | $224.56 | $395.36 | $570.43 | $813.16 | $1,010.87 | $1,134.46 |
| One Time Adj. Covering 7/1-9/30/09 | $6.10 | $11.73 | $17.39 | $23.65 | $29.52 | $34.72 |
| **Total** | $230.66 | $407.08 | $587.82 | $836.81 | $1,040.38 | $1,169.18 |
| **3 CY** | | | | | | |
| Collection | $151.22 | $236.79 | $321.96 | $407.09 | $492.25 | $577.43 |
| Disposal | $130.65 | $261.30 | $391.95 | $522.60 | $653.25 | $783.90 |
| Franchise Fee | $31.32 | $55.34 | $79.32 | $103.29 | $127.27 | $151.24 |
| Base 09/10 Rates | $313.19 | $553.43 | $793.23 | $1,032.98 | $1,272.77 | $1,512.57 |
| One Time Adj. Covering 7/1-9/30/09 | $8.92 | $17.19 | $25.45 | $33.72 | $41.98 | $50.25 |
| **Total** | $322.11 | $570.61 | $818.68 | $1,066.70 | $1,314.75 | $1,562.82 |
| **4 CY** | | | | | | |
| Collection | $146.37 | $269.53 | $365.08 | $460.59 | $556.11 | $651.60 |
| Disposal | $173.87 | $347.73 | $521.60 | $695.46 | $869.33 | $1,043.19 |
| Franchise Fee | $35.58 | $68.58 | $98.51 | $128.44 | $158.37 | $188.29 |
| Base 09/10 Rates | $355.81 | $685.84 | $985.19 | $1,284.49 | $1,583.81 | $1,883.08 |
| One Time Adj. Covering 7/1-9/30/09 | $11.33 | $22.42 | $33.25 | $44.07 | $54.89 | $65.72 |
| **Total** | $367.14 | $708.26 | $1,018.44 | $1,328.56 | $1,638.70 | $1,948.79 |
| **6 CY** | | | | | | |
| Collection | $147.09 | $242.47 | $341.61 | $438.73 | $535.77 | $632.90 |
| Disposal | $261.30 | $522.60 | $783.90 | $1,045.20 | $1,306.50 | $1,567.80 |
| Franchise Fee | $45.37 | $85.00 | $125.04 | $164.86 | $204.68 | $244.50 |
| Base 09/10 Rates | $453.76 | $850.07 | $1,250.56 | $1,648.79 | $2,046.95 | $2,445.19 |
| One Time Adj. Covering 7/1-9/30/09 | $17.40 | $34.13 | $50.90 | $67.66 | $84.41 | $101.16 |
| **Total** | $471.16 | $884.20 | $1,301.46 | $1,716.45 | $2,131.36 | $2,546.36 |

## Exhibit 1c
## Town of Windsor, CA
## Maximum Compensation and Rates October 1, 2009 - September 30, 2010
### COMMERCIAL COLLECTION

| | | | | | | |
|---|---|---|---|---|---|---|
| **20 CY Box** | | | | | | |
| Collection | $206.06 | $412.12 | $618.19 | $824.25 | $1,030.31 | $1,236.37 |
| One Time Adj. Covering 7/1-9/30/09 | $1.84 | $3.67 | $5.51 | $7.35 | $9.18 | $11.02 |
| **Total** | $207.90 | $415.80 | $623.69 | $831.59 | $1,039.49 | $1,247.39 |
| **30 CY Box** | | | | | | |
| Collection | $232.46 | $464.92 | $697.38 | $929.84 | $1,162.29 | $1,394.75 |
| One Time Adj. Covering 7/1-9/30/09 | $2.07 | $4.14 | $6.22 | $8.29 | $10.36 | $12.43 |
| **Total** | $234.53 | $469.06 | $703.59 | $938.12 | $1,172.65 | $1,407.18 |
| **40 CY Box** | | | | | | |
| Collection | $232.46 | $464.92 | $697.38 | $929.84 | $1,162.29 | $1,394.75 |
| One Time Adj. Covering 7/1-9/30/09 | $2.07 | $4.14 | $6.22 | $8.29 | $10.36 | $12.43 |
| **Total** | $234.53 | $469.06 | $703.59 | $938.12 | $1,172.65 | $1,407.18 |
| **10 CY Box Lowboy** | | | | | | |
| Collection | $206.06 | $412.12 | $618.19 | $824.25 | $1,030.31 | $1,236.37 |
| One Time Adj. Covering 7/1-9/30/09 | $1.84 | $3.67 | $5.51 | $7.35 | $9.18 | $11.02 |
| **Total** | $207.90 | $415.80 | $623.69 | $831.59 | $1,039.49 | $1,247.39 |
| **Compactor** | | | | | | |
| Collection | $231.43 | $462.85 | $694.28 | $925.70 | $1,157.13 | $1,388.55 |
| One Time Living Adj. Covering 7/1-9/30/09 | $2.06 | $4.12 | $6.19 | $8.25 | $10.31 | $12.37 |
| **Total** | $233.49 | $466.98 | $700.46 | $933.95 | $1,167.44 | $1,400.93 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | 0-25 ft | 26-49 ft | 50-75 Ft | 76-100 ft | 101-125 ft | 126+ ft |
| **Push Rates** | N/C | $17.05 | $34.09 | $51.14 | $67.03 | $77.49 |
| One Time Adj. Covering 7/1-9/30/09 | N/C | $0.15 | $0.30 | $0.46 | $0.29 | $0.69 |
| **Total** | N/C | $17.20 | $34.40 | $51.60 | $67.32 | $78.18 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | **Each Occurrence** | | | | | |
| **Cart or Bin Cleaning** | Cart | $36.16 | 1 – 4 CY Bin Size | $51.66 | 5+ CY Bin Size | $77.49 |
| One Time Adj. Covering 7/1-9/30/09 | | $0.32 | | $0.46 | | $0.69 |
| **Total** | | $36.48 | | $52.12 | | $78.18 |

## Exhibit 1c
## Town of Windsor, CA
## Maximum Compensation and Rates October 1, 2009 - September 30, 2010
### COMMERCIAL COLLECTION

| | | | |
|---|---|---|---|
| Commercial Disposal Charge Per Ton | **$100.50** | Commercial Disposal Site | Sonoma County Landfill/Transfer System |
| Commercial Cart Monthly Per Unit Disposal Generation Factor (tons per month) | SEE SFD | Commercial Bin Weight Per Cubic Yard Conversion Factor | 200 |

| | **Base FY 2009/10 Rate** | **One Time Adjustment Covering July 1 – Sept. 30, 2009** | **Total** | |
|---|---|---|---|---|
| Additional On-Call MFD Bin Collection (each additional bin collection/ occurrence) | $67.90 | N/A | $67.90 | 1.5 CY |
| | $75.88 | N/A | $75.88 | 2 CY |
| | $95.69 | N/A | $95.69 | 3 cy |
| | $104.53 | N/A | $104.53 | 4 cy |
| | $125.22 | N/A | $125.22 | 6 cy |
| Collection of Overflowed Bins | $28.44 | N/A | $28.44 | each cubic yard/ occurrence |
| Collection From Blocked Bins | $15.00 | N/A | $15.00 | each bin collection/ occurrence |
| Collection of Contaminated Recyclable Materials or Green Waste | $20.00 | N/A | $20.00 | each bin collection/ occurrence |
| Additional Bin Exchange (over the 1 free exchange for each for recycling, green waste and garbage Bin /contract term) | $10.33 | $0.09 | $10.42 | each additional bin/ occurrence |
| Additional Bin Replacement (over the 1 free replacement for each for recycling, green waste and garbage Bin /contract term) | $51.66 | $0.46 | $52.12 | each additional bin/ occurrence |

**Notes:**

1 All 10, 20, 30, 40 CY boxes and compactors are pull rates only; disposal will be based on actual disposal costs, and the Franchise Fee will be 10% of the gross revenue per box (including collection and disposal). The total customer rate will be the total cost for the collection, disposal and the franchise fee.

2. Green waste collection to be provided to Commercial Service Units at 50% discount.

3. Organic waste collection (food waste) to be provided to Commercial Service Units at 25% discount.

4. "Base Rates" shall be used to calculate FY 2010/11 rates and shall not include the "One Time Adjustment Covering July 1, 2009 – September 20, 2009."

| Exhibit 1d<br>Town of Windsor, CA<br>Maximum Compensation and Rates - October 1, 2009 - September 30, 2010<br>**EMERGENCY SERVICE RATES - EMPLOYEES** | | | |
|---|---|---|---|
| **3.32%** FY 2009/10 Collection Component Increase | | | |
| **Labor Position** | **FY2009/10 Base Rate Per Item** (to be used for Oct. 1, 2010 Rate Adjustment)<br>**Hourly Rate** | **One Time Adjustment For July 1 - Sept. 30, 2009**<br>**Hourly Rate** | **Total FY 2009/10 Rate** (includes One Time Adjustment)<br>**Hourly Rate** |
| DRIVER | $55.79 | $0.45 | $56.24 |
| UTILITY | $41.97 | $0.34 | $42.30 |
| **NOTE:**<br>1. "Base Rates" shall be used to calculate FY 2010/11 rates and shall not include the "One Time Adjustment Covering July 1, 2009 – September 20, 2009." | | | |

| Exhibit 1e<br>Town of Windsor, CA<br>Maximum Compensation and Rates - October 1, 2009 - September 30, 2010<br>**EMERGENCY SERVICE RATES - EQUIPMENT** | | | |
|---|---|---|---|
| **3.32%** FY 2009/10 Collection Component Increase | | | |
| **Labor Position or Equipment Type** | **FY2009/10 Base Rate Per Item** (to be used for Oct. 1, 2010 Rate Adjustment)<br>**Hourly Rate** | **One Time Adjustment For July 1 - Sept. 30, 2009**<br>**Hourly Rate** | **Total FY 2009/10 Rate** (includes One Time Adjustment)<br>**Hourly Rate** |
| FRONTLOADER | $53.72 | $0.43 | $54.15 |
| SPLIT BODY | $61.99 | $0.50 | $62.49 |
| SIDE LOADER | $56.82 | $0.46 | $57.28 |
| ROLL OFF | $41.33 | $0.33 | $41.66 |
| STREET SWEEPER | $41.33 | $0.33 | $41.66 |
| CART DELIVERY | $36.16 | $0.29 | $36.45 |
| BIN DELIVERY | $36.16 | $0.29 | $36.45 |
| PICKUP | $30.99 | $0.25 | $31.24 |
| **NOTE:**<br>1. "Base Rates" shall be used to calculate FY 2010/11 rates and shall not include the "One Time Adjustment Covering July 1, 2009 – September 20, 2009." | | | |

| Exhibit 1f<br>Town of Windsor, CA<br>Maximum Compensation and Rates - October 1, 2009 - Sept. 30, 2010<br>**LARGE ITEM COLLECTION SERVICES** | | | | |
|---|---|---|---|---|
| 3.32% | FY 2009/10 Collection Component Increase | **FY2009/10 Base Rate Per Item** (to be used for Oct. 1, 2010 Rate Adjustment) **(each additional item is $15.00 less)** | **One Time Adjustment For July 1 - Sept. 30, 2009** | **Total FY 2009/10 Rate** (includes One Time Adjustment) **(each additional item is $15.00 less)** |
| **A. SFD LARGE ITEM COLLECTION PER ITEM** | | | | |
| **Furniture** | | | | |
| 1 | Twin (per set) | $51.66 | $0.41 | $52.07 |
| 2 | Double/Full (per set) | $51.66 | $0.41 | $52.07 |
| 3 | Queen (per set) | $51.66 | $0.41 | $52.07 |
| 4 | King (per set) | $51.66 | $0.41 | $52.07 |
| 5 | Bed Frame | $41.33 | $0.33 | $41.66 |
| 6 | Couch (under 6 ft.) | $41.33 | $0.33 | $41.66 |
| 7 | Upholstered Chairs | $41.33 | $0.33 | $41.66 |
| 8 | Wooden Chairs | $41.33 | $0.33 | $41.66 |
| 9 | Dinette Tables | $41.33 | $0.33 | $41.66 |
| **Household Items** | | | | |
| 10 | Rug (9x12) | $41.33 | $0.33 | $41.66 |
| 11 | Vacuum | $41.33 | $0.33 | $41.66 |
| **Appliances** | | | | |
| 12 | Water Heater 35 Gal | $41.33 | $0.33 | $41.66 |
| 13 | Water Heater 40-50 Gal | $41.33 | $0.33 | $41.66 |
| 14 | Water heater 100 Gal | $41.33 | $0.33 | $41.66 |
| 15 | Oven | $46.49 | $0.37 | $46.86 |
| 16 | Oven (Stove Top) | $46.49 | $0.37 | $46.86 |
| 17 | Oven-Stove Unit | $46.49 | $0.37 | $46.86 |
| 18 | Microwave | $41.33 | $0.33 | $41.66 |
| 19 | Garbage Compactor | $41.33 | $0.33 | $41.66 |
| 20 | Dishwasher | $41.33 | $0.33 | $41.66 |
| 21 | Fridge | $56.82 | $0.46 | $57.28 |
| 22 | Freezer | $56.82 | $0.46 | $57.28 |
| 23 | Air Conditioner | $56.82 | $0.46 | $57.28 |
| 24 | Washing Machine | $46.49 | $0.37 | $46.86 |
| 25 | Dryer | $46.49 | $0.37 | $46.86 |
| **Building Materials** | | | | |
| 26 | Household Doors | $41.33 | $0.33 | $41.66 |
| 27 | Sink | $41.33 | $0.33 | $41.66 |
| 28 | Toilets | $41.33 | $0.33 | $41.66 |
| 29 | Windows (less than 3'x4' only) | | | |

| Exhibit 1f<br>Town of Windsor, CA<br>Maximum Compensation and Rates - October 1, 2009 - Sept. 30, 2010<br>**LARGE ITEM COLLECTION SERVICES** | | | | |
|---|---|---|---|---|
| | **3.32%** FY 2009/10 Collection Component Increase | **FY2009/10 Base Rate Per Item** (to be used for Oct. 1, 2010 Rate Adjustment) **(each additional item is $15.00 less)** | **One Time Adjustment For July 1 - Sept. 30, 2009** | **Total FY 2009/10 Rate** (includes One Time Adjustment) **(each additional item is $15.00 less)** |
| **Yard & Garden** | | | | |
| 30 | Gas Mower (must be drained of gas & oil) | $30.99 | $0.25 | $31.24 |
| 31 | BBQ | $30.99 | $0.25 | $31.24 |
| 32 | Ping Pong Table | $41.33 | $0.33 | $41.66 |
| 33 | Exercise Bike | $30.99 | $0.25 | $31.24 |
| 34 | Swing Sets | $30.99 | $0.25 | $31.24 |
| 35 | Bike | $30.99 | $0.25 | $31.24 |
| | | | | |
| **Electronics** | | | | |
| 36 | Computer Monitor | $30.99 | $0.25 | $31.24 |
| 37 | Television | $30.99 | $0.25 | $31.24 |
| 38 | Console Television | $51.66 | $0.41 | $52.07 |
| 39 | Stereo Equipment | $30.99 | $0.25 | $31.24 |
| 40 | VCR/Home Entertainment | $30.99 | $0.25 | $31.24 |
| 41 | Printer/Fax | $30.99 | $0.25 | $31.24 |
| 42 | Copier (table top) | $30.99 | $0.25 | $31.24 |
| 43 | Copier (stand alone) Minimum Charge | $72.32 | $0.58 | $72.90 |
| 44 | Oversize office equipment | price varies | price varies | price varies |
| | | | | |
| | **B. SFD LARGE ITEM COLLECTION PER CUBIC YARD SERVICE RATE (additional cost, for each collection)** | | | |
| 1 | Yard Large Item Size | **1 CY** | **1 CY** | **1 CY** |
| 2 | Large Item Collection Component (includes processing/disposal) | $15.52 | $0.12 | $15.64 |
| 3 | Franchise Fee Component (10%) | $1.72 | $0.01 | $1.74 |
| 4 | **TOTAL LARGE ITEM PER CUBIC YARD COLLECTION RATE (Lines B2 + B3)** | **$17.24** | **$0.14** | **$17.38** |

**NOTE:**
1. "Base Rates" shall be used to calculate FY 2010/11 rates and shall not include the "One Time Adjustment Covering July 1, 2009 – September 20, 2009."