

ORIGINAL

**FIRST AMENDMENT TO MIXED
MATERIALS & ORGANICS
COLLECTION SERVICES
CONTRACT**

Executed between

CITY OF OAKLAND

and

**WASTE MANAGEMENT OF ALAMEDA
COUNTY, INC.**

October 9, 2015

1 **FIRST AMENDMENT TO THE MIXED MATERIALS AND**
2 **ORGANICS COLLECTION SERVICE CONTRACT**

3 This First Amendment, by and between the CITY OF OAKLAND, in the state of California,
4 hereinafter referred to as "CITY" and WASTE MANAGEMENT OF ALAMEDA COUNTY, INC., a
5 California corporation, hereinafter referred to as "CONTRACTOR", (collectively referred to as
6 the "Parties") is made and entered into on October 9, 2015 (the "Effective Date").

7 **RECITALS**

8 WHEREAS, on February 20, 2015, pursuant to CITY Ordinance No. 13258 C.M.S., CITY and
9 CONTRACTOR entered into that certain Mixed Materials and Organics Collection Services
10 Contract (the "Contract"), pursuant to which CONTRACTOR commenced performance of
11 services on July 1, 2015;

12 WHEREAS, on December 9, 2014, CITY Council adopted Ordinance No. 13272 C.M.S., to
13 impose on Customers a fee pursuant to Public Resources Code section 41901, effective July 1,
14 2015;

15 WHEREAS, on October 6, 2015, CITY Council adopted Ordinance No. 13331 C.M.S.,
16 amending Ordinance No. 13258 C.M.S., which amended Ordinance No. 13253 C.M.S., to
17 among other things approve Maximum Service Rates for Mixed Materials and Organics
18 Collection Services;

19 WHEREAS, a certain one hundred sixty-four (164) SFD Customers that were exempt from
20 weekly Collection requirements as of June 30, 2015 (the "Exempt Customers"), the CITY's
21 Public Works Director pursuant to Oakland Municipal Code Section 8.28.100, shall continue to
22 receive under the same terms and conditions through June 30, 2017.

23 WHEREAS, CITY and CONTRACTOR wish to modify (a) the services specified within the
24 Contract and to be provided by CONTRACTOR and (b) the terms and conditions pursuant to
25 which CONTRACTOR provides such services, in each case in accordance with the terms and
26 conditions of this First Amendment; and

27 WHEREAS, this First Amendment has been developed by and is satisfactory to CITY and
28 CONTRACTOR.

29 NOW THEREFORE, in consideration of the mutual covenants, conditions and consideration
30 contained herein, CITY and CONTRACTOR hereby agree as hereinafter set forth:

31 The above recitals are incorporated herein by reference and are made a part of this Contract.

ARTICLE 1. CHANGES TO TEXT OR CONTRACT

The Contract modifications are as follows:

1. The above recitals are incorporated herein by reference and are made a part of this Contract.
2. Exhibit 1¹ to the Mixed Materials and Organics Collection Service Contract is deleted in its entirety and replaced with **Amended** Exhibit 1 as attached, and all references in the Contract to "Exhibit 1" are replaced by "Amended Exhibit 1."
3. Section 6.06.2 Bins is amended as follows:

Bins, including those defined herein as Compactors are to be marked with a unique identification number, labeled with the type of materials to be Collected (i.e., Garbage, Organic Materials), the size in cubic yards, CONTRACTOR's name and phone number and instructions for proper usage and be in good working order. Labeling and graphics of the Bins shall be approved by Contract Manager. Used Bins may be utilized providing they are newly painted, properly marked, in good working order and free of rust and holes. ~~The initial painting, labeling and identification numbering for used bins shall be accomplished by December 31, 2015.~~ CITY retains the right to inspect any such used Bins and direct CONTRACTOR to replace such used Bin if it is deemed to be not acceptable. Bins shall not contain any type of advertising without the written permission and approval of the Contract Manager
4. Sections 7.01.2, 7.01.3 through 7.01.3.1.3, 7.04.1, 7.01.4.2.4, 7.05.1, 7.06, 7.15 and 7.16.2, in Article 7 Charges and Rates are amended to replace "Franchisee Fee" with "Franchise and AB939 Fees"
5. Section 7.01.6 Commercial Organics Rates is added to the Contract following Section 7.01.5 as follows:

From October 1, 2015 through June 30, 2016, the Maximum Service Rates for Commercial Organics Materials Subscription Collection Services, specifically limited to those Maximum Service Rates set forth in Amended Exhibit 1 for the Collection of Commercial Organic Materials Carts, Additional Commercial Organic Materials Carts and Commercial Organic Materials Bins, for each type and size of Container and each service frequency, shall be seventy percent (70%) of the Maximum Service Rates for Collection Services performed for Commercial Customers with respect to Mixed Materials for the same type and size of Container and the same service frequency. Beginning with the Contract Year starting July 1, 2016, and for each subsequent Contract Year, the Maximum Service Rates for Commercial Organics Materials Subscription Collection Services, specifically limited to those Maximum Service Rates set forth in Amended Exhibit 1 for the Collection of Commercial Organic Materials Carts, Additional Commercial Organic Materials Carts and Commercial Organic Materials Bins, for each type and size of Container and each service frequency,

¹ All references to Exhibits herein refer to the Exhibits to the Contract unless specifically set forth otherwise herein.

shall be seventy-five percent (75%) of the Maximum Service Rates for Collection Services performed for Commercial Customers with respect to Mixed Materials for the same type and size of Container and the same service frequency. The Maximum Service Rates for Organic Materials shall be established pursuant to the immediately preceding sentence for each Contract Year after the Maximum Service Rates for Mixed Materials have been fully calculated for such Contract Year, including application of all adjustments under Sections 7.01.2, 7.01.3, 7.01.4, 7.16 and 7.17 for such Contract Year. Accordingly, notwithstanding anything to the contrary in this Article 7, Maximum Service Rates for Commercial Organics Materials Subscription Collection Services, specifically limited to those Maximum Service Rates set forth in Amended Exhibit 1 for the Collection of Commercial Organic Materials Carts, Additional Commercial Organic Materials Carts and Commercial Organic Materials Bins, shall not be further adjusted pursuant to Section 7.01.2, 7.01.3 7.01.4, 7.16 or 7.17.

6. Section 7.13.1 is amended as follows:

CONTRACTOR may charge a delinquent Customer a late fee which is the greater of Five Dollars (\$5.00) or one and one half (1.5) percent per month (not compounded). CONTRACTOR may take such action as is legally available to collect or cause collection of such past due amounts. **CONTRACTOR may continue to charge the late fee to Customer provided for by this Section 7.13.1 during the period when CITY has subscribed on behalf of the property owner to abate the nuisance but in no case shall the late fee be charged to CITY.**

7. Section 7.13.10 is amended as follows:

CONTRACTOR can require that in order to reestablish service the Customer must pay any past-due amounts, **including (a) any late fees charged by CONTRACTOR pursuant to Section 7.13.1 for delinquent invoices (both on regularly invoiced amounts and amounts subject to special assessment) and (b) amounts subject to special assessment imposed by CITY pursuant to Section 7.13.8 for which proceeds have not yet been received.** However, CONTRACTOR shall not be required to address any outstanding assessment before resuming service, but CONTRACTOR shall promptly notify CITY of the initiation of service.

8. Section 7.18.8 is renumbered 7.18.8.1.

9. Section 7.18.8 Franchise and AB939 Fees is added to the Contract as follows:

The total of the franchise fee, as set forth in Section 7.18.8.1 and the AB939 fee as set forth in Section 7.18.8.2 for the fiscal year July 1, 2015, through June 30, 2016, shall be in the initial amount of Twenty-five Million Thirty-four Thousand Dollars (\$25,034,000). So long as the AB939 fee or any portion thereof is remitted to CITY the franchise fee otherwise payable under the Contract shall be reduced by an equal amount. In the event that the AB939 fee, or any portion of it, is invalidated or CITY or CONTRACTOR is prevented from collecting the

AB939 fee, or any portion of it, CONTRACTOR shall be obligated to pay the franchise fee in a sufficient amount to make the annual revenue from the AB939 fee and the franchise fee equal to the amount of franchise fee otherwise payable under the MM&O Contract.

10. Section 7.18.8.1 Franchise Fee is amended to read as follows:

The franchise fee for the fiscal year July 1, 2015, through June 30, 2016, shall be the initial franchise fee of Twenty-five Million Thirty-four Thousand Dollars (\$25,034,000) **less those AB939 fees paid to CITY by CONTRACTOR during that period as set forth in Section 7.18.8.** The franchise fee for the next fiscal year and each subsequent fiscal year shall be adjusted annually by the percentage change in the annual average of the Franchise Fee cost indicator (Series ID: cuura422sa0 Consumer Price Index, All urban Consumers, All Items, San Francisco-San Jose-Oakland, CA) as set forth in Section 2 of Exhibit 2 to this Contract except that in no year shall the franchise fee adjustment be less than zero (0) percent. Notwithstanding the foregoing, no adjustment shall be implemented for a particular fiscal year if CONTRACTOR's Gross Receipts for the prior calendar year were less than the calendar year previous to that, but not including any calendar years prior to July 1, 2015. Such determination of whether or not CONTRACTOR's Gross Receipts for the prior calendar year were less than the calendar year previous to that shall be based on the results of a Gross Receipts review to be performed by a qualified firm under contract to CITY. CITY shall have the final responsibility and discretion for the selection of the firm but shall seek and consider comments and recommendations from CONTRACTOR. CONTRACTOR shall be responsible for, and shall upon request by CITY promptly pay, the cost of the review up to a maximum of Twenty-five Thousand Dollars (\$25,000), adjusted annually by the annual CPI cost indicator (Series ID: cuura422sa0 Consumer Price Index, All Urban Consumers, All Items, San Francisco-San Jose-Oakland, CA) as set forth in Exhibit 2. The franchise fee **payable** for each fiscal year, **which shall be the franchise fee as adjusted in the manner set forth in this Section less the AB939 fees to be paid for that same fiscal year,** shall be divided into twelve (12) equal payments, and paid monthly no later than the twentieth (20th) day of each month for the preceding month except that the first franchise fee payment will be due no later than August 15, 2015.

11. Section 7.18.8.2 AB939 Fee is added to the Contract as follows:

AB939 Fee. The AB939 fee for the fiscal year July 1, 2015, through June 30, 2016, shall be Three Million Two Hundred Forty Thousand Dollars (\$3,240,000). The AB939 fee for the next fiscal year and each subsequent fiscal year shall be adjusted annually by the percentage change in the annual average of the AB930 cost indicator (Series ID: cuura422sa0 Consumer Price Index, All urban Consumers, All Items, San Francisco-San Jose-Oakland, CA) as set forth in Section 2 of Exhibit 2 to this Contract except that in no year shall the AB939 fee adjustment be less than zero (0) percent. Notwithstanding the foregoing, no adjustment shall be implemented for a particular fiscal year if CONTRACTOR's

Gross Receipts for the prior calendar year were less than the calendar year previous to that, but not including any calendar years prior to July 1, 2015. Such determination of whether or not CONTRACTOR's Gross Receipts for the prior calendar year were less than the calendar year previous to that shall be based on the results of a Gross Receipts review to be performed by a qualified firm under contract to CITY. CITY shall have the final responsibility and discretion for the selection of the firm but shall seek and consider comments and recommendations from CONTRACTOR. CONTRACTOR shall be responsible for, and shall upon request by CITY promptly pay, the cost of the review up to a maximum of Twenty-five Thousand Dollars (\$25,000), adjusted annually by the annual CPI cost indicator (Series ID: cuura422sa0 Consumer Price Index, All Urban Consumers, All Items, San Francisco-San Jose-Oakland, CA) as set forth in Exhibit 2. The AB939 fee payable for each fiscal year, shall be divided into twelve (12) equal payments, and paid monthly no later than the twentieth (20th) day of each month for the preceding month except that the first AB939 fee payment will be due no later than August 15, 2015. CONTRACTOR shall allocate the AB939 fee to MM&O Customers in a manner that is proportionate to the amount of service provided and that is consistent with its existing CITY-approved rate structure. CONTRACTOR shall submit for CITY's review and approval a proposed method of allocating the AB939 fee to MM&O Customers.

12. Section 9.01.1.1 Minimum Capacity is amended as follows:

Minimum Capacity. CONTRACTOR shall provide Mixed Materials Container sizes and with Collection frequencies such that the total weekly capacity of Mixed Materials Collection Service is equal to the number of Dwelling Units in the SFD multiplied by twenty (20) gallons. **Notwithstanding the foregoing, if (i) the owner of any SFD with two (2) Dwelling Units and his or her immediate family occupy more than one (1) Dwelling Unit in such SFD and (ii) CITY provides CONTRACTOR with written verification of such occupancy not less frequently than annually, the minimum Mixed Materials Container capacity for such two (2) Dwelling Unit SFD shall be reduced by twenty (20) gallons.** The size and number of the Container(s) and the frequency (above the minimum) of Collection shall be determined by the SFD Customer. However, the size and frequency shall be sufficient to meet the minimum capacity set forth in this Section 9.01.1.1 and to provide that no Mixed Materials need be placed outside the appropriate Container on a regular basis. CONTRACTOR shall make commercially reasonable efforts to update and maintain an accurate count of Dwelling Units in all SFD, including but not limited to using available parcel data information, site surveys, and other methods, so that SFD are provided and billed for no less than the minimum capacity Mixed Materials Collection Service.

13. Section 9.01.1.4 Vacancy Stops for SFDs with More than One Dwelling Unit is added to the Contract following Section 9.01.1.3 as follows:

Vacancy Stops for SFDs with More than One Dwelling Unit. For any SFD that has (i) more than one (1) Dwelling Unit, and (ii) Collection Service to the Dwelling Units is subscribed to by the property owner or their agent and (iii) where a Dwelling Unit in such SFD is vacant, the property owner or their agent may, by

written notice to CONTRACTOR reduce minimum weekly capacity of Mixed Materials Collection Service under Section 9.01.1.1 by twenty (20) gallons on account of such vacancy of such Dwelling Unit for up to, but not more than, sixty (60) days in the aggregate for such Dwelling Unit in each Contract Year.

14. Section 9.01.10 Low Income Senior Discount is added to the Contract follows:

Low Income Senior Discount. For the first Contract Year, CITY shall fund One Hundred Thousand Dollars (\$100,000) for a low income senior discount program, and for each Contract Year commencing on or after July 1, 2016, CONTRACTOR shall fund up to One Hundred Thousand Dollars (\$100,000) for such low income senior discount program, which amount shall not be subject to adjustment over the term of the Contract. CITY and CONTRACTOR shall work together cooperatively to establish and implement a program whereby SFD Customers age sixty (60) years and older, and who (i) are eligible for the CARE program operated by Pacific Gas and Electric Company and (ii) complete a written application verifying such information ("Qualifying Senior SFD Customers"), may receive assistance toward payment of up to twelve and one half (12.5) percent, or such other amount as may be set at the sole discretion of CITY, of their invoices for SFD Collection Services, exclusive of Temporary Roll-Off Box Collection Service, extra SFD Bulky Goods Collection Service and Contamination Surcharges ("Senior Payment Assistance"). If the aggregate value of Senior Payment Assistance at the full rate for all Qualifying Senior SFD Customers in any Contract Year would be equal to or less than the maximum funding amount of One Hundred Thousand Dollars (\$100,000), then CONTRACTOR shall provide Senior Payment Assistance to all Qualifying Senior SFD Customers at the maximum rate. If CONTRACTOR determines that the aggregate value of Senior Payment Assistance at the full rate for all Qualifying Senior SFD Customers in any Contract Year may exceed the maximum funding amount of One Hundred Thousand Dollars (\$100,000), then CONTRACTOR shall notify CITY of such determination and promptly thereafter CITY and CONTRACTOR shall meet and confer to discuss appropriate reductions to the maximum Senior Payment Assistance rate or appropriate additional requirements for Qualifying Senior SFD Customers for such Contract Year so as to provide reasonably appropriate payment assistance within the maximum funding commitment. If the amount funded by either CITY or CONTRACTOR any Contract Year is less than One Hundred Thousand Dollars (\$100,000), no portion of the unfunded amount shall roll over into funding for Senior Payment Assistance in any subsequent Contract Year.

15. Section 10.01.3 Accessibility is amended as follows:

Accessibility. CONTRACTOR shall Collect all Mixed Materials and Organic Materials Containers that are readily accessible to CONTRACTOR's crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" and "key services" as necessary during the provision of MFD Collection Services. Push services shall include, but not be limited to, dismounting from the Collection vehicle, moving the Bins or Carts from their storage location for

Collection and returning the Bins or Carts to their storage location. Push services may include unlocking and relocking the Bin or enclosure. Key services shall include the provision of a master lock and key by CONTRACTOR to the Service Address for the convenience of CONTRACTOR. CONTRACTOR shall be compensated for providing "push services" and or "key services" in accordance with the approved Maximum Service Rates as provided in Amended Exhibit 1 or as may be adjusted in accordance with the terms of this Contract. CITY and CONTRACTOR shall meet and confer and use reasonable efforts to work together to insure that protocols for identifying with specificity: (i) the actions required of MFD Customers to avoid incurring charges for push service, and (ii) the methodology for applying push charges to MFD Customers with multiple Containers and/or frequency of service are developed no later than November 25, 2015, provided, however, that CITY agrees that charges for push services may be based on a per-Container, per-day service.

16. Section 11.01.3 Accessibility is amended as follows:

Accessibility. CONTRACTOR shall Collect all Mixed Materials and Organic Materials Containers that are readily accessible to CONTRACTOR'S crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" and "key services" as necessary during the provision of Commercial Collection Services. Push services shall include, but not be limited to, dismounting from the Collection vehicle, moving the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location. Push services may include unlocking and relocking the Bin or enclosure. Key services shall include the provision of a master lock and key by CONTRACTOR to the Service address for the convenience of CONTRACTOR. CONTRACTOR shall be compensated for providing "push services" and or "key services" in accordance with the approved Maximum Service Rates as provided in Amended Exhibit 1 or as may be adjusted in accordance with the terms of this Contract. CITY and CONTRACTOR shall meet and confer and use reasonable efforts to work together to insure that protocols for identifying with specificity: (i) the actions required of Commercial Customers to avoid incurring charges for push service, and (ii) the methodology for applying push charges to Commercial Customers with multiple Containers and/or frequency of service are developed no later than November 25, 2015, provided, however, that CITY agrees that charges for push services may be based on a per-Container, per-day service.

17. Section 12.02 Street Litter Container Service is amended as follows:

During the term of this Contract, CONTRACTOR shall Collect and maintain those street litter Containers as are set forth in Exhibit 4 to this Contract. CITY may modify Exhibit 4 as needed, by providing written notice to CONTRACTOR, but such modification shall not increase the number of street litter Containers by more than ten (10) per Contract Year. This service shall include once per day daily emptying of street litter Containers, including liners and enclosures, and

removal of debris atop or around Container, on Monday through Friday, and monitoring and emptying of Containers on Saturday ~~and Sunday~~, as directed by CITY.

18. Sections 12.02.1, 12.02.2 and 12.02.3 are deleted from the Contract without replacement.

19. Section 12.02.4 is renumbered 12.02.1, and Section 12.02.5 is renumbered 12.02.2.

20. Section 12.07 CITY Delivered Materials is amended as follows:

CITY Delivered Materials. CONTRACTOR shall accept up to ~~seven thousand five hundred (7,500)~~ **three thousand seven hundred fifty (3,750)** Tons of material (the "Tonnage allowance") during the period July 1, 2015 through ~~September 30~~ **December 31, 2015** at no charge to CITY. **For the period from October 1, 2015 through June 30, 2016, CONTRACTOR shall accept up to nine thousand three hundred seventy-five (9,375) Tons of material at no charge to CITY. For the second Contract Year, the Tonnage allowance shall be twelve thousand five hundred (12,500) Tons.** Beginning ~~calendar~~ **with the Contract** ~~year 2016~~ **Year starting July 1, 2017**, and each subsequent ~~calendar~~ **Contract** ~~year~~ **Year**, the Tonnage allowance shall be ~~fifteen thousand (15,000)~~ **ten thousand three hundred (10,300)** Tons. In any ~~calendar year~~ **Contract Year**, CITY shall be allowed to deliver dirt and debris, Garbage, Recyclable Materials, Organic Materials and Bulky Goods above the Tonnage allowance, but not more than the unused Tonnage allowance from the prior two (2) Contract Years, at no charge to CITY. Source Separated Recyclable Materials delivered to CONTRACTOR's facilities shall not count toward the Tonnage allowance established pursuant to this Section. CITY shall make reasonable efforts to deliver materials properly separated to facilitate Processing where feasible such as with park landscaping green waste. CONTRACTOR shall be compensated for those Tons that exceed the Tonnage allowance for any ~~calendar year~~ **Contract Year**, except as otherwise provided in this Section. Such compensation shall be based on the per Ton fee for Disposal at the Disposal Facility.

21. Section 12.08 Illegal Dumping Notification and Collection is amended as follows:

CONTRACTOR shall direct its Collection vehicle drivers to note (i) the addresses of any premises at which the driver observes that Garbage, Mixed Materials, Recyclable Materials, and/or Organic Materials Material is accumulating; and (ii) the address, or other location description, at which Garbage, Mixed Materials, Recyclable Materials, and/or Organic Materials has been dumped in an apparently unauthorized manner. CONTRACTOR shall deliver the address or description to CITY within three (3) Work Days of such observation. CONTRACTOR shall also provide Collection services at up to **(a) twenty-five (25) locations per Work Day through June 30, 2017, and (b) thirty (30) locations per Work Day from and after July 1, 2017, in each case** of up to three (3) cubic yards of such illegally dumped materials per location provided,

however, CONTRACTOR shall not be required to collect materials not safely accessible by Collection vehicles and/or personnel.

22. Section 15.01 Oakland Office is amended as follows:

Oakland Office. During the term of this Contract CONTRACTOR shall maintain an office in the Service Area where Customers can pay their bills or make service requests or inquiries in person. CONTRACTOR's office shall provide toll-free telephone and email access for service related issues to CITY residents at the regional call center identified in Section 16.02, and shall be located ~~where Customers can pay their bills or make service requests or inquiries in person.~~ The office shall be open and staffed from 8:00 a.m. to 6:00 p.m. on Work Days, except for designated holidays. The office shall have a responsible person in charge who is familiar with the specific Collection Services provided by CONTRACTOR to CITY. CONTRACTOR shall equip the office with a direct terminal connection to the customer service system operated at CONTRACTOR's call center.

23. Section 16.02 CONTRACTOR's Customer Service Center and Telephone and Email Access is amended as follows:

CONTRACTOR's Customer Service Center and Telephone and Email Access. CONTRACTOR shall continue to maintain a Customer center ~~in Alameda County~~ at its regional call center or thereafter at such other regional call center as determined by CONTRACTOR in its sole discretion that provides toll-free telephone and email access to residents and businesses of CITY, and is staffed by trained and experienced Customer Service Representatives (CSRs). Such Customer service center shall have responsible persons in charge during Collection hours, and shall be open 8:00 a.m. to 6:00 p.m. Pacific time on regularly scheduled Collection Work Days (Monday through Friday) and when SFD or MFD Collection Services are scheduled to be provided on Saturday; and be staffed with a sufficient number of CSRs and equipped with sufficient telephone and email capacity to address the expected call volume received. Provisions satisfactory to CITY for addressing call volume in excess of expected levels and after hour calls and messages shall be provided. CSR's assigned to respond to questions and concerns from Oakland Customers shall be thoroughly trained to understand the specific terms and conditions of the Oakland Collection Services Contract and shall maintain a high level of customer service.

24. Section 17.01.3 Community Outreach Budget is amended as follows:

Community Outreach Budget. CONTRACTOR shall be required to allocate or spend no more than One Million Dollars (\$1,000,000) in the first calendar year of the Contract, to implement the transitional outreach plan, and not more than ~~Five Hundred Thousand Dollars (\$500,000)~~ Two Hundred Thousand Dollars (\$200,000) per calendar year thereafter to implement the annual outreach plan. CONTRACTOR may use up to Fifty Thousand Dollars (\$50,000) of the 2015 Community Outreach budget for the first calendar year to assist individual

Customers with adopting methods to avoid imposition of charges for push services and to assist MFD Customers with same day service for Mixed Materials and Organics Collection. If, as of the date of execution of the First Amendment, the Community Outreach budget for the first calendar year has already been allocated such that less than Fifty Thousand Dollars (\$50,000) remains that can be allocated toward push charge avoidance per the immediately preceding sentence, then the balance of such Fifty Thousand Dollars (\$50,000) will be accelerated by CONTRACTOR from the Community Outreach budget for the second calendar year for such purposes, and the remaining Community Outreach budget for the second calendar year shall be reduced by the amount of such acceleration. All such expenditures require prior approval from CITY unless included in CITY-approved outreach plan. CITY and CONTRACTOR may mutually agree to perform joint CommunityPublic Outreach activities using all or some of the annual CommunityPublic Outreach budget. Public relations activity costs cannot be applied to the CommunityPublic Outreach budget. At the end of the calendar year, any funds in the approved annual Community eOutreach budget that remain unspent shall be carried forward to the following calendar year. However, in the event CONTRACTOR has unspent funds at the end of three (3) consecutive calendar years, the unspent funds shall be deposited in the Rate Stabilization Fund.

ARTICLE 2. FURTHER AMENDMENT

No modification, amendment, or supplement to this First Amendment or the Contract as modified by this First Amendment will be binding on the parties unless it is made in writing, duly authorized by CONTRACTOR and CITY, and signed by both parties.

ARTICLE 3. ENTIRE AMENDMENT; NO OTHER MODIFICATIONS

This First Amendment contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and commitments with respect thereto. Except as expressly modified by this First Amendment, all the terms and conditions of the Contract shall remain in full force and effect, unmodified, and apply to this First Amendment as though set forth herein, including, but not limited to, disputes, applicable law and venue provisions.

ARTICLE 4. HEADINGS

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this First Amendment.

ARTICLE 5. LEGAL REPRESENTATION

Each of the parties has received the advice of legal counsel prior to signing this First Amendment. The parties agree no provision or provisions may be subject to any rule of construction based upon any party being considered the party "drafting" this First Amendment.

416

ARTICLE 6. EFFECTIVE DATE

417 This First Amendment shall become effective at such time as it is properly executed by CITY
418 and CONTRACTOR.

ARTICLE 7. COUNTERPARTS

This First Amendment may be executed in counterparts with each counterpart being interpreted as an original, and all of which, taken together, shall constitute one and the same instrument. IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this First Amendment on the day and year first written above.

CITY OF OAKLAND

WASTE MANAGEMENT OF ALAMEDA
COUNTY, INC.

By: _____

Sabrina B. Landreth
City Administrator

By: _____

Barry Skolnick
President

Date

10/12/15

Date

10/9/2015

1335669
City of Oakland Business License Number

The foregoing Contract has been reviewed and approval is recommended:

Ordinance No. 13331 C.M.S.

Approved by City Council

APPROVED AS TO FORM:

Celso Ortiz
City Attorney
2533038.1

Date

10/12/15

**AMENDED EXHIBIT 1:
MAXIMUM SERVICE RATES**

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Amended Exhibit 1A Maximum Monthly Collection Service Rates SFD Collection					
SFD Collection Service		Rates			
1	Mixed Material Cart Sizes (gallons)	20	32	64	96
2	Disposal Charge Per Ton - Mixed Materials	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
3	Monthly Unit Generation Factor (Tons per Month)	0.034	0.054	0.108	0.162
4	Disposal Element (Line A2 times Line A3)	\$ 1.50	\$ 2.39	\$ 4.78	\$ 7.17
5	Collection Element	\$ 21.43	\$ 25.26	\$ 53.24	\$ 86.09
6	Total Monthly Unit SFD MM&O Collection Service Rate (Lines A4 plus A5)	\$ 22.93	\$ 27.65	\$ 58.02	\$ 93.26
7	Total Monthly Unit SFD RR Collection Service Rate	\$ 9.17	\$ 9.17	\$ 9.17	\$ 9.17
8	Total Monthly Unit SFD Collection Service Rate (Lines A6 plus A7)	\$ 32.10	\$ 36.82	\$ 67.19	\$ 102.43
SFD Collection Service - Backyard		Rates			
1	Mixed Material Cart Sizes (gallons)	20	32	64	96
2	Additional Backyard Service Charge MM&O	21.66	21.66	21.66	21.66
3	Premium Backyard Recycling Services RR	26.88	26.88	26.88	26.88
4	Total Monthly Unit SFD Collection Service - Backyard Rate (Lines A6 plus B2 plus B3)	\$ 71.47	\$ 76.19	\$ 106.56	\$ 141.80
Additional Curbside Mixed Materials Cart		Rates			
1	Mixed Material Cart Sizes (gallons)	20	32	64	96
2	Additional Curbside Mixed Materials Cart (decrease to Line A6)	\$ (6.00)	\$ (6.00)	\$ (6.00)	\$ (6.00)
3	Total Monthly Additional Curbside Cart Rate (Lines A6 plus C2)	\$ 16.93	\$ 21.65	\$ 52.02	\$ 87.26
Additional Backyard Mixed Materials Cart		Rates			
1	Mixed Material Cart Sizes (gallons)	20	32	64	96
2	Additional Backyard Mixed Materials Cart (decrease to Sum of Line A6 and B2)	\$ (6.00)	\$ (6.00)	\$ (6.00)	\$ (6.00)
3	Total Monthly Additional Backyard Cart Rate (Lines A6 plus B2 plus D2)	\$ 38.59	\$ 43.31	\$ 73.68	\$ 108.92
Additional Curbside Organic Materials Cart		Rates			
1	Mixed Material Cart Sizes (gallons)	20	32	64	96
2	Total Monthly Additional Curbside Cart Rate	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.00
Additional Backyard Organic Materials Cart		Rates			
1	Mixed Material Cart Sizes (gallons)	20	32	64	96
2	Total Monthly Additional Backyard Cart Rate	\$ 34.66	\$ 34.66	\$ 34.66	\$ 34.66
Additional SFD Services		Rates			
1	Additional Cart Exchange	\$ 61.38	each additional cart/occurrence		
2	Additional Cart Replacement	\$ 102.31	each additional cart/occurrence		
3	Bulky Goods Overage Rate	\$ 40.92	each overage/cubic yard		
4	Pay-As-You-Go Pick Up	\$ 81.84	each appointment		
5	Extra Service Tag (32 gallon)	\$ 9.21	each tag/occurrence		
6	Mixed Materials Overage Rate	\$ 1.14	each overage/gallon		
7	Mixed Materials Overage Rate	\$ 104.35	each overage/cubic yard		
Special Adjustments		Rates			
The following Special Adjustments shall only be applied to the rates on this Amended Exhibit 1A as set forth below.					
1	RR Special CPI Deferral Adjustment (Year 2 Only)	% TBD	Year 2 for the RR per unit rate on Line A7 of Amended Exhibit 1A.		
2	RR Special CPI Deferral Adjustment (Year 3 Only)	% TBD	Year 3 for the RR per unit rate on Line A7 of Amended Exhibit 1A.		
3	RR Special \$0.97 Adjustment (Years 2-4 Only)	\$ 0.97	Each year for years 2-4 for the RR per unit rate on Line A7 of Amended Exhibit 1A.		
4	RR Local 6 Adjustment (Years 2-5 Only)	\$ 0.32	Each year for years 2-5 for the RR per unit rate on Line A7 of Amended Exhibit 1A.		
5	MM&O Special CPI Deferral Adjustment (Year 2 Only)	% TBD	MMO Collection and Disposal portion of each rate in Sections A-G of Amended Exhibit 1A for year 2.		
6	MM&O Special CPI Deferral Adjustment (Year 3 Only)	% TBD	MMO Collection and Disposal portion of each rate in Sections A-G of Amended Exhibit 1A for year 3.		
7	MM&O Special 1.5% Adjustment (Years 2-5)	1.50%	MMO Collection and Disposal portion of each rate in Sections A-F of Amended Exhibit 1A for years 2-5.		
8	MM&O Local 6 Adjustment (Year 2 Only)	0.82%	MMO Collection and Disposal portion of each rate in Sections A-F of Amended Exhibit 1A for year 2.		
9	MM&O Local 6 Adjustment (Year 3 Only)	0.89%	MMO Collection and Disposal portion of each rate in Sections A-F of Amended Exhibit 1A for year 3.		
10	MM&O Local 6 Adjustment (Year 4 Only)	0.96%	MMO Collection and Disposal portion of each rate in Sections A-F of Amended Exhibit 1A for year 4.		
11	MM&O Local 6 Adjustment (Year 5 Only)	1.03%	MMO Collection and Disposal portion of each rate in Sections A-F of Amended Exhibit 1A for year 5.		
Contamination Surcharge		Rates			
1	Contamination Rate - First Incident	\$ 25.00	Per Occurrence		
2	Contamination Rate - Subsequent Incidents	\$ 50.00	Per Occurrence		

SFD invoices shall be delinquent when they are unpaid on the 45th day of the quarterly billing cycle. CONTRACTOR may charge a delinquent Customer a late fee which is the greater of \$5.00 or 1.5% per month (not compounded.)

Amended Exhibit 1B Maximum Monthly Collection Service Rates MFD Collection							
The following rates include 1 time per week unlimited subscription to Organic Materials Collection							
A	MFD MM&O Cart Collection Service	Total Monthly Rate					
1	20 Gallon Cart	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
2	Disposal Charge Per Ton - Mixed Materials	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
3	Monthly Unit Generation Factor (Tons per Month)	0.031	0.062	0.093	0.124	0.155	0.186
4	Disposal Element (line A2 times Line A3)	\$ 1.37	\$ 2.74	\$ 4.12	\$ 5.49	\$ 6.86	\$ 8.23
5	Collection Element	\$ 20.41	\$ 40.82	\$ 61.22	\$ 81.63	\$ 102.04	\$ 122.45
6	Total Monthly Unit Collection Service Rate (Lines A4 plus A5)	\$ 21.78	\$ 43.56	\$ 65.34	\$ 87.12	\$ 108.90	\$ 130.68
7	32 Gallon Cart	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
8	Disposal Charge Per Ton - Mixed Materials	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
9	Monthly Unit Generation Factor (Tons per Month)	0.050	0.100	0.150	0.200	0.250	0.300
10	Disposal Element (line A8 times Line A9)	\$ 2.21	\$ 4.43	\$ 6.64	\$ 8.85	\$ 11.06	\$ 13.28
11	Collection Element	\$ 33.25	\$ 66.50	\$ 99.74	\$ 132.99	\$ 166.24	\$ 199.49
12	Total Monthly Unit Collection Service Rate (Lines A10 plus A11)	\$ 35.46	\$ 70.92	\$ 106.38	\$ 141.84	\$ 177.30	\$ 212.76
13	64 Gallon Cart	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
14	Disposal Charge Per Ton - Mixed Materials	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
15	Monthly Unit Generation Factor (Tons per Month)	0.100	0.200	0.300	0.400	0.500	0.600
16	Disposal Element (line A14 times Line A15)	\$ 4.43	\$ 8.85	\$ 13.28	\$ 17.70	\$ 22.13	\$ 26.55
17	Collection Element	\$ 65.97	\$ 131.93	\$ 197.90	\$ 263.86	\$ 329.83	\$ 395.79
18	Total Monthly Unit Collection Service Rate (Lines A16 plus A17)	\$ 70.39	\$ 140.78	\$ 211.17	\$ 281.56	\$ 351.95	\$ 422.34
19	96 Gallon Cart	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
20	Disposal Charge Per Ton - Mixed Materials	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
21	Monthly Unit Generation Factor (Tons per Month)	0.149	0.298	0.447	0.596	0.745	0.894
22	Disposal Element (line A20 times Line A21)	\$ 6.59	\$ 13.19	\$ 19.78	\$ 26.37	\$ 32.97	\$ 39.56
23	Collection Element	\$ 98.79	\$ 197.57	\$ 296.36	\$ 395.15	\$ 493.93	\$ 592.72
24	Total Monthly Unit Collection Service Rate (Lines A22 plus A23)	\$ 105.38	\$ 210.76	\$ 316.14	\$ 421.52	\$ 526.90	\$ 632.28
B	MFD MM&O Cart Collection Service - Backyard	Total Monthly Rates					
1	20 Gallon Cart	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
2	Additional Backyard Service Charge	27.84	55.68	83.52	111.36	139.20	167.04
3	Total MFD Collection Service - Backyard Rate (Lines A6 plus B2)	\$ 49.62	\$ 99.24	\$ 148.86	\$ 198.48	\$ 248.10	\$ 297.72
4	32 Gallon Cart	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
5	Additional Backyard Service Charge	27.84	55.68	83.52	111.36	139.20	167.04
6	Total MFD Collection Service - Backyard Rate (Lines A12 plus B5)	\$ 63.30	\$ 126.60	\$ 189.90	\$ 253.20	\$ 316.50	\$ 379.80
7	64 Gallon Cart	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
8	Additional Backyard Service Charge	27.84	55.68	83.52	111.36	139.20	167.04
9	Total MFD Collection Service - Backyard Rate (Lines A18 plus B8)	\$ 98.23	\$ 196.46	\$ 294.69	\$ 392.92	\$ 491.15	\$ 589.38
10	96 Gallon Cart	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
11	Additional Backyard Service Charge	27.83	55.66	83.49	111.32	139.15	166.98
12	Total MFD Collection Service - Backyard Rate (Lines A24 plus B11)	\$ 133.21	\$ 266.42	\$ 399.63	\$ 532.84	\$ 666.05	\$ 799.26
C	Additional Curbside Mixed Materials Cart	Total Monthly Rates					
1	20 Gallon Cart	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
2	Additional Curbside Mixed Materials Cart (decrease to Line A6)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)
3	Total Monthly Additional Cart Rate (Lines A6 plus C2)	\$ 16.78	\$ 38.56	\$ 60.34	\$ 82.12	\$ 103.90	\$ 125.68
4	32 Gallon Cart	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
5	Additional Curbside Mixed Materials Cart (decrease to Line A12)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)
6	Total Monthly Additional Cart Rate (Lines A12 plus C5)	\$ 30.46	\$ 65.92	\$ 101.38	\$ 136.84	\$ 172.30	\$ 207.76
7	64 Gallon Cart	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
8	Additional Curbside Mixed Materials Cart (decrease to Line A18)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)
9	Total Monthly Additional Cart Rate (Lines A18 plus C8)	\$ 65.39	\$ 135.78	\$ 206.17	\$ 276.56	\$ 346.95	\$ 417.34
10	96 Gallon Cart	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
11	Additional Curbside Mixed Materials Cart (decrease to line A24)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)
12	Total Monthly Additional Cart Rate (Lines A24 plus C11)	\$ 100.38	\$ 205.76	\$ 311.14	\$ 416.52	\$ 521.90	\$ 627.28
D	Additional Backyard Mixed Materials Cart	Total Monthly Rates					
1	20 Gallon Cart	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
2	Additional Backyard Mixed Materials Cart (decrease to Line B3)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)
3	Total Monthly Additional Backyard Cart Rate (Lines B3 plus D2)	\$ 44.62	\$ 94.24	\$ 143.86	\$ 193.48	\$ 243.10	\$ 292.72
4	32 Gallon Cart	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
5	Additional Backyard Mixed Materials Cart (decrease to Line B6)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)
6	Total Monthly Additional Backyard Cart Rate (Lines B6 plus D5)	\$ 58.30	\$ 121.60	\$ 184.90	\$ 248.20	\$ 311.50	\$ 374.80
7	64 Gallon Cart	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
8	Additional Backyard Mixed Materials Cart (decrease to Line B9)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)
9	Total Monthly Additional Backyard Cart Rate (Lines B9 plus D8)	\$ 93.23	\$ 191.46	\$ 289.69	\$ 387.92	\$ 486.15	\$ 584.38
10	96 Gallon Cart	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
11	Additional Backyard Mixed Materials Cart (decrease to Line B12)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)	\$ (5.00)
12	Total Monthly Additional Backyard Cart Rate (Lines B12 plus D11)	\$ 128.21	\$ 261.42	\$ 394.63	\$ 527.84	\$ 661.05	\$ 794.26

Amended Exhibit 1B-1 Maximum Monthly Collection Service Rates MFD Collection							
E	MFD MM&O Bin Collection Service	Total Monthly Rate					
	The following rates include 1 time per week UNLIMITED subscription to Organic Materials Collection						
1	1 CY Bin	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
2	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
3	Monthly Unit Generation Factor (Tons per Month)	0.311	0.622	0.933	1.244	1.555	1.866
4	Disposal Element (line A2 times Line A3)	\$ 13.76	\$ 27.52	\$ 41.29	\$ 55.05	\$ 68.81	\$ 82.57
5	Collection Element	\$ 201.86	\$ 403.72	\$ 605.57	\$ 807.43	\$ 1,009.29	\$ 1,211.15
6	Total Monthly Unit Collection Service Rate (Lines A4 plus A5)	\$ 215.62	\$ 431.24	\$ 646.86	\$ 862.48	\$ 1,078.10	\$ 1,293.72
7	1.5 CY Bin	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
8	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
9	Monthly Unit Generation Factor (Tons per Month)	0.467	0.934	1.401	1.868	2.335	2.802
10	Disposal Element (line A8 times Line A9)	\$ 20.66	\$ 41.33	\$ 61.99	\$ 82.66	\$ 103.32	\$ 123.99
11	Collection Element	\$ 319.34	\$ 638.67	\$ 958.01	\$ 1,277.34	\$ 1,596.68	\$ 1,916.01
12	Total Monthly Unit Collection Service Rate (Lines A10 plus A11)	\$ 340.00	\$ 680.00	\$ 1,020.00	\$ 1,360.00	\$ 1,700.00	\$ 2,040.00
13	2 CY Bin	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
14	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
15	Monthly Unit Generation Factor (Tons per Month)	0.622	1.244	1.866	2.488	3.110	3.732
16	Disposal Element (line A14 times Line A15)	\$ 27.52	\$ 55.05	\$ 82.57	\$ 110.09	\$ 137.62	\$ 165.14
17	Collection Element	\$ 405.38	\$ 810.75	\$ 1,216.13	\$ 1,621.51	\$ 2,026.88	\$ 2,432.26
18	Total Monthly Unit Collection Service Rate (Lines A16 plus A17)	\$ 432.90	\$ 865.80	\$ 1,298.70	\$ 1,731.60	\$ 2,164.50	\$ 2,597.40
19	3 CY Bin	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
20	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
21	Monthly Unit Generation Factor (Tons per Month)	0.933	1.866	2.799	3.732	4.665	5.598
22	Disposal Element (line A20 times Line A21)	\$ 41.29	\$ 82.57	\$ 123.86	\$ 165.14	\$ 206.43	\$ 247.71
23	Collection Element	\$ 608.06	\$ 1,216.13	\$ 1,824.19	\$ 2,432.26	\$ 3,040.32	\$ 3,648.39
24	Total Monthly Unit Collection Service Rate (Lines A22 plus A23)	\$ 649.35	\$ 1,298.70	\$ 1,948.05	\$ 2,597.40	\$ 3,246.75	\$ 3,896.10
25	4 CY Bin	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
26	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
27	Monthly Unit Generation Factor (Tons per Month)	1.245	2.490	3.735	4.980	6.225	7.470
28	Disposal Element (line A26 times Line A27)	\$ 55.09	\$ 110.18	\$ 165.27	\$ 220.37	\$ 275.46	\$ 330.55
29	Collection Element	\$ 807.37	\$ 1,614.74	\$ 2,422.11	\$ 3,229.48	\$ 4,036.84	\$ 4,844.21
30	Total Monthly Unit Collection Service Rate (Lines A28 plus A29)	\$ 862.46	\$ 1,724.92	\$ 2,587.38	\$ 3,449.84	\$ 4,312.30	\$ 5,174.76
31	6 CY Bin	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
32	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
33	Monthly Unit Generation Factor (Tons per Month)	1.867	3.734	5.601	7.468	9.335	11.202
34	Disposal Element (line A32 times Line A33)	\$ 82.61	\$ 165.23	\$ 247.84	\$ 330.46	\$ 413.07	\$ 495.69
35	Collection Element	\$ 1,211.11	\$ 2,422.21	\$ 3,633.32	\$ 4,844.42	\$ 6,055.53	\$ 7,266.63
36	Total Monthly Unit Collection Service Rate (Lines A34 plus A35)	\$ 1,293.72	\$ 2,587.44	\$ 3,881.16	\$ 5,174.88	\$ 6,468.60	\$ 7,762.32
37	7 CY Bin	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
38	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
39	Monthly Unit Generation Factor (Tons per Month)	2.178	4.356	6.534	8.712	10.890	13.068
40	Disposal Element (line A38 times Line A39)	\$ 96.38	\$ 192.75	\$ 289.13	\$ 385.51	\$ 481.88	\$ 578.26
41	Collection Element	\$ 1,412.96	\$ 2,825.93	\$ 4,238.89	\$ 5,651.85	\$ 7,064.82	\$ 8,477.78
42	Total Monthly Unit Collection Service Rate (Lines A40 plus A41)	\$ 1,509.34	\$ 3,018.68	\$ 4,528.02	\$ 6,037.36	\$ 7,546.70	\$ 9,056.04

Amended Exhibit 1B-2 Maximum Monthly Collection Service Rates MFD Collection							
F	MFD MM&O Compactor Bin Collection Service	Total Monthly Rate					
The following rates include 1 time per week UNLIMITED subscription to Organic Materials Collection							
1	1 CY Compactor Bin	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
2	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
3	Monthly Unit Generation Factor (Tons per Month)	0.622	1.244	1.866	2.488	3.110	3.732
4	Disposal Element (line A2 times Line A3)	\$ 27.52	\$ 55.05	\$ 82.57	\$ 110.09	\$ 137.62	\$ 165.14
5	Collection Element	\$ 403.72	\$ 807.43	\$ 1,211.15	\$ 1,614.87	\$ 2,018.58	\$ 2,422.30
6	Total Monthly Unit Collection Service Rate (Lines A4 plus A5)	\$ 431.24	\$ 862.48	\$ 1,293.72	\$ 1,724.96	\$ 2,156.20	\$ 2,587.44
7	1.5 CY Bin	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
8	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
9	Monthly Unit Generation Factor (Tons per Month)	0.934	1.868	2.802	3.736	4.670	5.604
10	Disposal Element (line A8 times Line A9)	\$ 41.33	\$ 82.66	\$ 123.99	\$ 165.32	\$ 206.65	\$ 247.98
11	Collection Element	\$ 638.67	\$ 1,277.34	\$ 1,916.01	\$ 2,554.68	\$ 3,193.35	\$ 3,832.02
12	Total Monthly Unit Collection Service Rate (Lines A10 plus A11)	\$ 680.00	\$ 1,360.00	\$ 2,040.00	\$ 2,720.00	\$ 3,400.00	\$ 4,080.00
13	2 CY Bin	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
14	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
15	Monthly Unit Generation Factor (Tons per Month)	1.244	2.488	3.732	4.976	6.220	7.464
16	Disposal Element (line A14 times Line A15)	\$ 55.05	\$ 110.09	\$ 165.14	\$ 220.19	\$ 275.24	\$ 330.28
17	Collection Element	\$ 810.75	\$ 1,621.51	\$ 2,432.26	\$ 3,243.01	\$ 4,053.77	\$ 4,864.52
18	Total Monthly Unit Collection Service Rate (Lines A16 plus A17)	\$ 865.80	\$ 1,731.60	\$ 2,597.40	\$ 3,463.20	\$ 4,329.00	\$ 5,194.80
19	3 CY Bin	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
20	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
21	Monthly Unit Generation Factor (Tons per Month)	1.866	3.732	5.598	7.464	9.330	11.196
22	Disposal Element (line A20 times Line A21)	\$ 82.57	\$ 165.14	\$ 247.71	\$ 330.28	\$ 412.85	\$ 495.42
23	Collection Element	\$ 1,216.13	\$ 2,432.26	\$ 3,648.39	\$ 4,864.52	\$ 6,080.65	\$ 7,296.78
24	Total Monthly Unit Collection Service Rate (Lines A22 plus A23)	\$ 1,298.70	\$ 2,597.40	\$ 3,896.10	\$ 5,194.80	\$ 6,493.50	\$ 7,792.20
25	4 CY Bin	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
26	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
27	Monthly Unit Generation Factor (Tons per Month)	2.490	4.980	7.470	9.960	12.450	14.940
28	Disposal Element (line A26 times Line A27)	\$ 110.18	\$ 220.37	\$ 330.55	\$ 440.73	\$ 550.91	\$ 661.10
29	Collection Element	\$ 1,614.74	\$ 3,229.48	\$ 4,844.21	\$ 6,458.95	\$ 8,073.69	\$ 9,688.43
30	Total Monthly Unit Collection Service Rate (Lines A28 plus A29)	\$ 1,724.92	\$ 3,449.84	\$ 5,174.76	\$ 6,899.68	\$ 8,624.60	\$ 10,349.52
31	5 CY Compactor Bin	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
32	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
33	Monthly Unit Generation Factor (Tons per Month)	3.113	6.225	9.338	12.450	15.563	18.675
34	Disposal Element	\$ 137.73	\$ 275.46	\$ 413.18	\$ 550.91	\$ 688.64	\$ 826.37
35	Collection Element	\$ 2,018.42	\$ 4,036.84	\$ 6,055.27	\$ 8,073.69	\$ 10,092.11	\$ 12,110.53
36	Total Monthly Unit Collection Service Rate	\$ 2,156.15	\$ 4,312.30	\$ 6,468.45	\$ 8,624.60	\$ 10,780.75	\$ 12,936.90
37	6 CY Compactor Bin	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
38	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
39	Monthly Unit Generation Factor (Tons per Month)	3.734	7.468	11.202	14.936	18.670	22.404
40	Disposal Element	\$ 165.23	\$ 330.46	\$ 495.69	\$ 660.92	\$ 826.15	\$ 991.38
41	Collection Element	\$ 2,422.21	\$ 4,844.42	\$ 7,266.63	\$ 9,688.84	\$ 12,111.05	\$ 14,533.26
42	Total Monthly Unit Collection Service Rate	\$ 2,587.44	\$ 5,174.88	\$ 7,762.32	\$ 10,349.76	\$ 12,937.20	\$ 15,524.64
43	7 CY Compactor Bin	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
44	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
45	Monthly Unit Generation Factor (Tons per Month)	4.356	8.712	13.068	17.424	21.780	26.136
46	Disposal Element	\$ 192.75	\$ 385.51	\$ 578.26	\$ 771.01	\$ 963.77	\$ 1,156.52
47	Collection Element	\$ 2,825.93	\$ 5,651.85	\$ 8,477.78	\$ 11,303.71	\$ 14,129.64	\$ 16,955.56
48	Total Monthly Unit Collection Service Rate	\$ 3,018.68	\$ 6,037.36	\$ 9,056.04	\$ 12,074.72	\$ 15,093.40	\$ 18,112.08
G	MFD MM&O Roll-Off Box Collection Service*	Total Pull Rate*					
The following rates are pull only and include one time per week UNLIMITED subscription to Organic Materials Collection							
1	Mixed Material Roll-Off Box Sizes (cubic yards)	6 CY	14 CY	20 CY	30 CY	40 CY	
2	Roll-Off Box Pull Rate	\$797.11	\$860.87	\$929.73	\$1,255.14	\$1,568.92	
3	Compactor Pull Rate (Customer owned Compactor)	\$1,358.77	\$1,417.89	\$1,477.02	\$1,920.54	\$2,541.33	
4	Compactor Pull Rate (Contractor owned Compactor)	\$1,358.77	\$1,417.89	\$1,477.02	\$1,920.54	\$2,541.33	

* Note: All compacted and non-compacted pull rates in Section G consist of Collection rates and franchise fees only. Disposal will be based on actual disposal costs. The total customer rate will be the pull rate and disposal costs.

Amended Exhibit 1B-3 Maximum Monthly Collection Service Rates MFD Collection						
H	MFD MM&O Bin Push Rates	0-25 ft	26-50 ft	51-75 ft	76-100 ft	100+ ft
1	Push Rate	\$ 183.19	\$ 371.47	\$ 559.75	\$ 742.94	\$ 931.22
I	MFD MM&O Bin Cleaning Rates	1-4 CY Bin	5+ CY Bin			
1	Cleaning Rate	\$ 101.77	\$ 127.22			
J	Additional MFD MM&O Services	Rates				
1	Additional Cart Exchange	\$ 76.33	each additional cart/occurrence			
2	Additional Cart Replacement	\$ 127.22	each additional cart/occurrence			
3	Additional Bin Exchange	\$ 50.89	each additional bin/occurrence			
4	Additional Bin Replacement	\$ 101.77	each additional bin/occurrence			
5	Bulky Goods Overage Rate	\$ 50.89	each overage/cubic yard			
6	Pay-As-You-Go Pick Up	\$ 101.77	each appointment			
7	Extra Service Tag (32 gallon)	\$ 11.45	each tag/occurrence			
8	Mixed Materials Overage Rate	\$ 1.41	each overage/gallon			
9	Mixed Materials Overage Rate	\$ 129.76	each overage/cubic yard			
10	Organic Materials Overage Rate	\$ 1.41	each overage/gallon			
11	Organic Materials Overage Rate	\$ 129.76	each overage/cubic yard			
12	Key Service	\$ 50.65	each month/customer			
K	MFD Recycling 1 time per week unlimited subscription					
1	Residential Recycling Rate	\$ 9.20	Per Dwelling Unit			
I	Special Adjustments	Rates				
The following Special Adjustments shall only be applied to the rates on this Amended Exhibit 1B - 1B-3 as set forth below.						
1	RR Special CPI Deferral Adjustment (Year 2 Only)	% TBD	Year 2 for the RR Per Dwelling Unit rate in Section K of Amended Exhibit 1B-3.			
2	RR Special CPI Deferral Adjustment (Year 3 Only)	% TBD	Year 3 for the RR Per Dwelling Unit rate in Section K of Amended Exhibit 1B-3.			
3	RR Special \$0.97 Adjustment (Years 2-4 Only)	\$ 0.97	Each year for years 2-4 for the RR Per Dwelling Unit rate in Section K of Amended Exhibit 1B-3.			
4	RR Local 6 Adjustment (Years 2-5 Only)	\$ 0.35	Each year for years 2-5 for the RR Per Dwelling Unit rate in Section K of Amended Exhibit 1B-3.			
5	MM&O Special CPI Deferral Adjustment (Year 2 Only)	% TBD	Each rate in Sections A-J of Amended Exhibit 1B - 1B-3 for year 2.			
6	MM&O Special CPI Deferral Adjustment (Year 3 Only)	% TBD	Each rate in Sections A-J of Amended Exhibit 1B - 1B-3 for year 3.			
7	MM&O Special 1.5% Adjustment (Years 2-5)	1.50%	Each rate in Sections A-G of Amended Exhibit 1B - 1B-3 for years 2-5.			
8	MM&O Local 6 Adjustment (Year 2 Only)	0.82%	Each rate in Sections A-G of Amended Exhibit 1B - 1B-3 for year 2.			
9	MM&O Local 6 Adjustment (Year 3 Only)	0.89%	Each rate in Sections A-G of Amended Exhibit 1B - 1B-3 for year 3.			
10	MM&O Local 6 Adjustment (Year 4 Only)	0.96%	Each rate in Sections A-G of Amended Exhibit 1B - 1B-3 for year 4.			
11	MM&O Local 6 Adjustment (Year 5 Only)	1.03%	Each rate in Sections A-G of Amended Exhibit 1B - 1B-3 for year 5.			
J	Contamination Surcharge	Rates				
1	Contamination Rate - First Incident	\$ 25.00	Per Occurance			
2	Contamination Rate - Subsequent Incidents	\$ 50.00	Per Occurance			

MFD invoices shall be delinquent when they are unpaid on the last day of the monthly billing cycle. CONTRACTOR may charge a delinquent Customer a late fee which is the greater of \$5.00 or 1.5% per month (not compounded.)

Amended Exhibit 1C Maximum Monthly Collection Service Rates Commercial Collection								
The following rates DO NOT include subscription to Organic Materials Collection								
A Commercial Mixed Material Cart Collection Service		Total Monthly Rate						
1	20 Gallon Cart	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week	
2	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25	
3	Monthly Unit Generation Factor (Tons per Month)	0.029	0.058	0.087	0.116	0.145	0.174	
4	Disposal Element (line A2 times Line A3)	\$ 1.28	\$ 2.57	\$ 3.85	\$ 5.13	\$ 6.42	\$ 7.70	
5	Collection Element	\$ 26.69	\$ 53.37	\$ 80.06	\$ 106.75	\$ 133.43	\$ 160.12	
6	Total Monthly Unit Collection Service Rate (Lines A4 plus A5)	\$ 27.97	\$ 55.94	\$ 83.91	\$ 111.88	\$ 139.85	\$ 167.82	
7	32 Gallon Cart	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week	
8	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25	
9	Monthly Unit Generation Factor (Tons per Month)	0.047	0.094	0.141	0.188	0.235	0.282	
10	Disposal Element (line A8 times Line A9)	\$ 2.08	\$ 4.16	\$ 6.24	\$ 8.32	\$ 10.40	\$ 12.48	
11	Collection Element	\$ 36.18	\$ 72.36	\$ 108.54	\$ 144.72	\$ 180.90	\$ 217.08	
12	Total Monthly Unit Collection Service Rate (Lines A10 plus A11)	\$ 38.26	\$ 76.52	\$ 114.78	\$ 153.04	\$ 191.30	\$ 229.56	
13	64 Gallon Cart	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week	
14	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25	
15	Monthly Unit Generation Factor (Tons per Month)	0.093	0.186	0.279	0.372	0.465	0.558	
16	Disposal Element (line A14 times Line A15)	\$ 4.12	\$ 8.23	\$ 12.35	\$ 16.46	\$ 20.58	\$ 24.69	
17	Collection Element	\$ 78.59	\$ 157.19	\$ 235.78	\$ 314.38	\$ 392.97	\$ 471.57	
18	Total Monthly Unit Collection Service Rate (Lines A16 plus A17)	\$ 82.71	\$ 165.42	\$ 248.13	\$ 330.84	\$ 413.55	\$ 496.26	
19	96 Gallon Cart	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week	
20	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25	
21	Monthly Unit Generation Factor (Tons per Month)	0.140	0.280	0.420	0.560	0.700	0.840	
22	Disposal Element (line A20 times Line A21)	\$ 6.20	\$ 12.39	\$ 18.59	\$ 24.78	\$ 30.98	\$ 37.17	
23	Collection Element	\$ 120.88	\$ 241.75	\$ 362.63	\$ 483.50	\$ 604.38	\$ 725.25	
24	Total Monthly Unit Collection Service Rate (Lines A22 plus A23)	\$ 127.07	\$ 254.14	\$ 381.21	\$ 508.28	\$ 635.35	\$ 762.42	
B Additional Mixed Materials Cart		Total Monthly Rates						
1	20 Gallon Cart	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week	
2	Additional Mixed Materials Cart (decrease to Line A6)	\$ (6.00)	\$ (6.00)	\$ (6.00)	\$ (6.00)	\$ (6.00)	\$ (6.00)	
3	Total Monthly Additional Cart Rate (Lines A6 plus B2)	\$ 21.97	\$ 49.94	\$ 77.91	\$ 105.88	\$ 133.85	\$ 161.82	
4	32 Gallon Cart	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week	
5	Additional Mixed Materials Cart (decrease to Line A12)	\$ (6.00)	\$ (6.00)	\$ (6.00)	\$ (6.00)	\$ (6.00)	\$ (6.00)	
6	Total Monthly Additional Cart Rate (Lines A12 plus B5)	\$ 32.26	\$ 70.52	\$ 108.78	\$ 147.04	\$ 185.30	\$ 223.56	
7	64 Gallon Cart	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week	
8	Additional Mixed Materials Cart (decrease to Line A18)	\$ (6.00)	\$ (6.00)	\$ (6.00)	\$ (6.00)	\$ (6.00)	\$ (6.00)	
9	Total Monthly Additional Cart Rate (Lines A18 plus B8)	\$ 76.71	\$ 159.42	\$ 242.13	\$ 324.84	\$ 407.55	\$ 490.26	
10	96 Gallon Cart	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week	
11	Additional Mixed Materials Cart (decrease to Line A24)	\$ (6.00)	\$ (6.00)	\$ (6.00)	\$ (6.00)	\$ (6.00)	\$ (6.00)	
12	Total Monthly Additional Cart Rate (Lines A24 plus B11)	\$ 121.07	\$ 248.14	\$ 375.21	\$ 502.28	\$ 629.35	\$ 756.42	
C Commercial Organic Materials Cart Collection		Total Monthly Subscription Rate						
1		1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week	7 x/week
2	20 Gallon Cart Organic Materials Rate	\$ 19.58	\$ 39.16	\$ 58.74	\$ 78.32	\$ 97.90	\$ 117.47	\$174.41
3	32 Gallon Cart Organic Materials Rate	\$ 26.78	\$ 53.56	\$ 80.35	\$ 107.13	\$ 133.91	\$ 160.69	\$238.13
4	64 Gallon Cart Organic Materials Rate	\$ 57.90	\$ 115.79	\$ 173.69	\$ 231.59	\$ 289.49	\$ 347.38	\$515.31
5	96 Gallon Cart Organic Materials Rate	\$ 88.95	\$ 177.90	\$ 266.85	\$ 355.80	\$ 444.75	\$ 533.69	\$791.87
D Additional Organic Materials Cart		Total Monthly Rates						
1		1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week	7 x/week
2	Additional 20 Gallon Organic Materials Cart	\$ 15.38	\$ 34.96	\$ 54.54	\$ 74.12	\$ 93.70	\$ 113.27	\$170.21
3	Additional 32 Gallon Organic Materials Cart	\$ 22.58	\$ 49.36	\$ 76.15	\$ 102.93	\$ 129.71	\$ 156.49	\$233.93
4	Additional 64 Gallon Organic Materials Cart	\$ 53.70	\$ 111.59	\$ 169.49	\$ 227.39	\$ 285.29	\$ 343.18	\$511.11
5	Additional 96 Gallon Organic Materials Cart	\$ 84.75	\$ 173.70	\$ 262.65	\$ 351.60	\$ 440.55	\$ 529.49	\$787.67

Amended Exhibit 1C-1 Maximum Monthly Collection Service Rates Commercial Collection							
The following rates DO NOT include subscription to Organic Materials Collection							
E Commercial Mixed Material Bin Collection Service		Total Collection Rate					
1	1 CY Bin	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
2	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
3	Monthly Unit Generation Factor (Tons per Month)	0.291	0.582	0.873	1.164	1.455	1.746
4	Disposal Element (line A2 times Line A3)	\$ 12.88	\$ 25.75	\$ 38.63	\$ 51.51	\$ 64.38	\$ 77.26
5	Collection Element	\$ 181.22	\$ 362.45	\$ 543.67	\$ 724.89	\$ 906.12	\$ 1,087.34
6	Total Monthly Unit Collection Service Rate (Lines A4 + A5)	\$ 194.10	\$ 388.20	\$ 582.30	\$ 776.40	\$ 970.50	\$ 1,164.60
7	1.5 CY Bin	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
8	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
9	Monthly Unit Generation Factor (Tons per Month)	0.437	0.874	1.311	1.748	2.185	2.622
10	Disposal Element (line A8 times Line A9)	\$ 19.34	\$ 38.67	\$ 58.01	\$ 77.35	\$ 96.69	\$ 116.02
11	Collection Element	\$ 227.42	\$ 454.85	\$ 682.27	\$ 909.69	\$ 1,137.11	\$ 1,364.54
12	Total Monthly Unit Collection Service Rate (Lines A10 + A11)	\$ 246.76	\$ 493.52	\$ 740.28	\$ 987.04	\$ 1,233.80	\$ 1,480.56
13	2 CY Bin	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
14	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
15	Monthly Unit Generation Factor (Tons per Month)	0.582	1.164	1.746	2.328	2.910	3.492
16	Disposal Element (line A14 times Line A15)	\$ 25.75	\$ 51.51	\$ 77.26	\$ 103.01	\$ 128.77	\$ 154.52
17	Collection Element	\$ 296.62	\$ 593.23	\$ 889.85	\$ 1,186.47	\$ 1,483.08	\$ 1,779.70
18	Total Monthly Unit Collection Service Rate (Lines A16 + A17)	\$ 322.37	\$ 644.74	\$ 967.11	\$ 1,289.48	\$ 1,611.85	\$ 1,934.22
19	3 CY Bin	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
20	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
21	Monthly Unit Generation Factor (Tons per Month)	0.873	1.746	2.619	3.492	4.365	5.238
22	Disposal Element (line A20 times Line A21)	\$ 38.63	\$ 77.26	\$ 115.89	\$ 154.52	\$ 193.15	\$ 231.78
23	Collection Element	\$ 423.64	\$ 847.28	\$ 1,270.92	\$ 1,694.56	\$ 2,118.20	\$ 2,541.84
24	Total Monthly Unit Collection Service Rate (Lines A22 + A23)	\$ 462.27	\$ 924.54	\$ 1,386.81	\$ 1,849.08	\$ 2,311.35	\$ 2,773.62
25	4 CY Bin	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
26	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
27	Monthly Unit Generation Factor (Tons per Month)	1.164	2.328	3.492	4.656	5.820	6.984
28	Disposal Element (line A26 times Line A27)	\$ 51.51	\$ 103.01	\$ 154.52	\$ 206.03	\$ 257.54	\$ 309.04
29	Collection Element	\$ 544.53	\$ 1,089.07	\$ 1,633.60	\$ 2,178.13	\$ 2,722.67	\$ 3,267.20
30	Total Monthly Unit Collection Service Rate (Lines A28 + A29)	\$ 596.04	\$ 1,192.08	\$ 1,788.12	\$ 2,384.16	\$ 2,980.20	\$ 3,576.24
31	6 CY Bin	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
32	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
33	Monthly Unit Generation Factor (Tons per Month)	1.746	3.492	5.238	6.984	8.730	10.476
34	Disposal Element (line A32 times Line A33)	\$ 77.26	\$ 154.52	\$ 231.78	\$ 309.04	\$ 386.30	\$ 463.56
35	Collection Element	\$ 750.46	\$ 1,500.92	\$ 2,251.38	\$ 3,001.84	\$ 3,752.30	\$ 4,502.76
36	Total Monthly Unit Collection Service Rate (Lines A34 + A35)	\$ 827.72	\$ 1,655.44	\$ 2,483.16	\$ 3,310.88	\$ 4,138.60	\$ 4,966.32
37	7 CY Bin	1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
38	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
39	Monthly Unit Generation Factor (Tons per Month)	2.037	4.074	6.111	8.148	10.185	12.222
40	Disposal Element (line A38 times Line A39)	\$ 90.14	\$ 180.27	\$ 270.41	\$ 360.55	\$ 450.69	\$ 540.82
41	Collection Element	\$ 877.96	\$ 1,755.93	\$ 2,633.89	\$ 3,511.85	\$ 4,389.81	\$ 5,267.78
42	Total Monthly Unit Collection Service Rate (Lines A40 + A41)	\$ 968.10	\$ 1,936.20	\$ 2,904.30	\$ 3,872.40	\$ 4,840.50	\$ 5,808.60
F Commercial Organic Materials Bin Collection Service		Total Monthly Rate					
1		1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
2	Total 1 CY Organic Materials Collection Service Rate	\$ 135.87	\$ 271.74	\$ 407.61	\$ 543.48	\$ 679.35	\$ 815.22
3	Total 1.5 CY Organic Materials Collection Service Rate	\$ 172.73	\$ 345.46	\$ 518.20	\$ 690.93	\$ 863.66	\$ 1,036.39
4	Total 2 CY Organic Materials Collection Service Rate	\$ 225.66	\$ 451.32	\$ 676.98	\$ 902.64	\$ 1,128.30	\$ 1,353.95
5	Total 3 CY Organic Materials Collection Service Rate	\$ 323.59	\$ 647.18	\$ 970.77	\$ 1,294.36	\$ 1,617.95	\$ 1,941.53
6	Total 4 CY Organic Materials Collection Service Rate	\$ 417.23	\$ 834.46	\$ 1,251.68	\$ 1,668.91	\$ 2,086.14	\$ 2,503.37
7	Total 6 CY Organic Materials Collection Service Rate	\$ 579.40	\$ 1,158.81	\$ 1,738.21	\$ 2,317.62	\$ 2,897.02	\$ 3,476.42
8	Total 7 CY Organic Materials Collection Service Rate	\$ 677.67	\$ 1,355.34	\$ 2,033.01	\$ 2,710.68	\$ 3,388.35	\$ 4,066.02

Amended Exhibit 1C-2
Maximum Monthly Collection Service Rates
Commercial Collection

The following rates DO NOT include subscription to Organic Materials Collection

G	Commercial Compactor Mixed Material Bin Collection Service	Total Collection Rate					
		1 x/week	2 x/week	3 x/week	4 x/week	5 x/week	6 x/week
1	1 CY Compactor Bin						
2	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
3	Monthly Unit Generation Factor (Tons per Month)	0.582	1.164	1.746	2.328	2.910	3.492
4	Disposal Element	\$ 25.75	\$ 51.51	\$ 77.26	\$ 103.01	\$ 128.77	\$ 154.52
5	Collection Element	\$ 362.45	\$ 724.89	\$ 1,087.34	\$ 1,449.79	\$ 1,812.23	\$ 2,174.68
6	Total Monthly Unit Collection Service Rate	\$ 388.20	\$ 776.40	\$ 1,164.60	\$ 1,552.80	\$ 1,941.00	\$ 2,329.20
7	1.5 CY Compactor Bin						
8	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
9	Monthly Unit Generation Factor (Tons per Month)	0.874	1.748	2.622	3.496	4.370	5.244
10	Disposal Element	\$ 38.67	\$ 77.35	\$ 116.02	\$ 154.70	\$ 193.37	\$ 232.05
11	Collection Element	\$ 454.85	\$ 909.69	\$ 1,364.54	\$ 1,819.38	\$ 2,274.23	\$ 2,729.07
12	Total Monthly Unit Collection Service Rate	\$ 493.52	\$ 987.04	\$ 1,480.56	\$ 1,974.08	\$ 2,467.60	\$ 2,961.12
13	2 CY Compactor Bin						
14	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
15	Monthly Unit Generation Factor (Tons per Month)	1.164	2.328	3.492	4.656	5.820	6.984
16	Disposal Element	\$ 51.51	\$ 103.01	\$ 154.52	\$ 206.03	\$ 257.54	\$ 309.04
17	Collection Element	\$ 593.23	\$ 1,186.47	\$ 1,779.70	\$ 2,372.93	\$ 2,966.17	\$ 3,559.40
18	Total Monthly Unit Collection Service Rate	\$ 644.74	\$ 1,289.48	\$ 1,934.22	\$ 2,578.96	\$ 3,223.70	\$ 3,868.44
19	3 CY Compactor Bin						
20	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
21	Monthly Unit Generation Factor (Tons per Month)	1.746	3.492	5.238	6.984	8.730	10.476
22	Disposal Element	\$ 77.26	\$ 154.52	\$ 231.78	\$ 309.04	\$ 386.30	\$ 463.56
23	Collection Element	\$ 847.28	\$ 1,694.56	\$ 2,541.84	\$ 3,389.12	\$ 4,236.40	\$ 5,083.68
24	Total Monthly Unit Collection Service Rate	\$ 924.54	\$ 1,849.08	\$ 2,773.62	\$ 3,698.16	\$ 4,622.70	\$ 5,547.24
25	4 CY Compactor Bin						
26	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
27	Monthly Unit Generation Factor (Tons per Month)	2.328	4.656	6.984	9.312	11.640	13.968
28	Disposal Element	\$ 103.01	\$ 206.03	\$ 309.04	\$ 412.06	\$ 515.07	\$ 618.08
29	Collection Element	\$ 1,089.07	\$ 2,178.13	\$ 3,267.20	\$ 4,356.26	\$ 5,445.33	\$ 6,534.40
30	Total Monthly Unit Collection Service Rate	\$ 1,192.08	\$ 2,384.16	\$ 3,576.24	\$ 4,768.32	\$ 5,960.40	\$ 7,152.48
31	5 CY Compactor Bin						
32	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
33	Monthly Unit Generation Factor (Tons per Month)	2.910	5.820	8.730	11.640	14.550	17.460
34	Disposal Element	\$ 128.77	\$ 257.54	\$ 386.30	\$ 515.07	\$ 643.84	\$ 772.61
35	Collection Element	\$ 1,361.33	\$ 2,722.67	\$ 4,084.00	\$ 5,445.33	\$ 6,806.66	\$ 8,168.00
36	Total Monthly Unit Collection Service Rate	\$ 1,490.10	\$ 2,980.20	\$ 4,470.30	\$ 5,960.40	\$ 7,450.50	\$ 8,940.60
37	6 CY Compactor Bin						
38	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
39	Monthly Unit Generation Factor (Tons per Month)	3.492	6.984	10.476	13.968	17.460	20.952
40	Disposal Element	\$ 154.52	\$ 309.04	\$ 463.56	\$ 618.08	\$ 772.61	\$ 927.13
41	Collection Element	\$ 1,500.92	\$ 3,001.84	\$ 4,502.76	\$ 6,003.68	\$ 7,504.60	\$ 9,005.51
42	Total Monthly Unit Collection Service Rate	\$ 1,655.44	\$ 3,310.88	\$ 4,966.32	\$ 6,621.76	\$ 8,277.20	\$ 9,932.64
43	7 CY Compactor Bin						
44	Disposal Charge Per Ton - Mixed Materials	\$44.25	\$44.25	\$ 44.25	\$ 44.25	\$ 44.25	\$ 44.25
45	Monthly Unit Generation Factor (Tons per Month)	4.074	8.148	12.222	16.296	20.370	24.444
46	Disposal Element	\$ 180.27	\$ 360.55	\$ 540.82	\$ 721.10	\$ 901.37	\$ 1,081.65
47	Collection Element	\$ 1,755.93	\$ 3,511.85	\$ 5,267.78	\$ 7,023.70	\$ 8,779.63	\$ 10,535.55
48	Total Monthly Unit Collection Service Rate	\$ 1,936.20	\$ 3,872.40	\$ 5,808.60	\$ 7,744.80	\$ 9,681.00	\$ 11,617.20
H	Commercial Mixed Material Roll-off Box Collection Service*	Total Pull Rate*					
	The following rates are pull only and DO NOT include subscription to Organic Materials Collection						Per CY (For Other Sizes)
1	Mixed Material Roll-Off Box Sizes (cubic yards)	6 CY	14 CY	20 CY	30 CY	40 CY	
2	Roll-Off Box Pull Rate	\$797.11	\$860.87	\$929.73	\$1,255.14	\$1,568.92	\$ 46.49
3	Compactor Pull Rate (Customer owned Compactor)	\$1,358.77	\$1,417.89	\$1,477.02	\$1,920.54	\$2,541.33	\$ 73.85
4	Compactor Pull Rate (Contractor owned Compactor)	\$1,358.77	\$1,417.89	\$1,477.02	\$1,920.54	\$2,541.33	\$ 73.85

* Note: All compacted and non-compacted pull rates in Section H consist of Collection rates and franchise fees only. Disposal will be based on actual disposal costs. The total customer rate will be the pull rate and disposal costs.

Amended Exhibit 1C-3 Maximum Monthly Collection Service Rates Commercial Collection						
I	Commercial MM&O Cart and Bin Push Rates	0-25 ft	26-50 ft	51-75 ft	76-100 ft	100+ ft
1	Commercial MM&O Cart Push Rates	\$ 64.95	\$ 77.95	\$ 90.95	\$ 103.95	\$ 116.90
2	Commercial MM&O Bin Push Rates	\$ 189.99	\$ 385.26	\$ 580.53	\$ 770.52	\$ 965.79
J	Commercial MM&O Bin Cleaning	1-4 CY Bin	5+ CY Bin			
1	Cleaning Rate	\$ 105.55	\$ 131.94			
K	Additional Commercial MM&O Services	Rates				
1	Additional Cart Exchange	\$ 79.16	each additional cart/occurrence			
2	Additional Cart Replacement	\$ 131.94	each additional cart/occurrence			
3	Additional Bin Exchange	\$ 52.78	each additional bin/occurrence			
4	Additional Bin Replacement	\$ 105.55	each additional bin/occurrence			
5	Pay-As-You-Go Pick Up	\$ 474.98	each appointment			
6	Extra Service Tag (32 gallon)	\$ 11.87	each tag/occurrence			
7	Mixed Materials Overage Rate	\$ 1.47	each overage/gallon			
8	Mixed Materials Overage Rate	\$ 134.58	each overage/cubic yard			
9	Organic Materials Overage Rate	\$ 1.47	each overage/gallon			
10	Organic Materials Overage Rate	\$ 134.58	each overage/cubic yard			
11	Key Service	\$ 50.65	each month/customer			
L	Special Adjustments	Rates				
The following Special Adjustments shall only be applied to the rates on this Amended Exhibit 1C - 1C-3 as set forth below.						
1	MM&O Special CPI Deferral Adjustment (Year 2 Only)	% TBD	Each rate in Sections A,B, E & G-K of Amended Exhibit 1C - 1C-3 for year 2.			
2	MM&O Special CPI Deferral Adjustment (Year 3 Only)	% TBD	Each rate in Sections A,B, E & G-K of Amended Exhibit 1C - 1C-3 for year 3.			
3	MM&O Special 1.5% Adjustment (Years 2-5)	1.50%	Each rate in Sections A,B, E & G-H of Amended Exhibit 1C - 1C-3 for years 2-5.			
4	MM&O Local 6 Adjustment (Year 2 Only)	0.82%	Each rate in Sections A,B, E & G-H of Amended Exhibit 1C - 1C-3 for year 2.			
5	MM&O Local 6 Adjustment (Year 3 Only)	0.89%	Each rate in Sections A,B, E & G-H of Amended Exhibit 1C - 1C-3 for year 3.			
6	MM&O Local 6 Adjustment (Year 4 Only)	0.96%	Each rate in Sections A,B, E & G-H of Amended Exhibit 1C - 1C-3 for year 4.			
7	MM&O Local 6 Adjustment (Year 5 Only)	1.03%	Each rate in Sections A,B, E & G-H of Amended Exhibit 1C - 1C-3 for year 5.			

Commercial invoices shall be delinquent when they are unpaid on the last day of the monthly billing cycle. CONTRACTOR may charge a delinquent Customer a late fee which is the greater of \$5.00 or 1.5% per month (not compounded.)

Amended Exhibit 1D Maximum Collection Service Rates Temporary Roll-Off Box Collection							
A	Temporary Roll-off Box Collection Service*	Total Pull Rate*					Per CY (For Other Sizes)
1	Recyclable Materials Roll-Off Box Sizes (cubic yards)	6 CY	14 CY	20 CY	30 CY	40 CY	
2	Roll-Off Box Pull Rate	\$797.11	\$ 860.87	\$ 929.73	\$ 1,255.14	\$ 1,568.92	\$ 41.84
3	Compactor Pull Rate (Customer owned Compactor)	\$1,358.77	\$ 1,417.89	\$ 1,477.02	\$ 1,920.54	\$ 2,541.33	\$ 64.02
4	Compactor Pull Rate (Contractor owned Compactor)	\$ 1,358.77	\$ 1,417.89	\$ 1,477.02	\$ 1,920.54	\$ 2,541.33	\$ 64.02
B	Additional Roll-Off Box Services	Rates					
1	Trip Charge	\$194.50	per event				
2	Demurrage Fee	\$7.77	per day				
3	Demurrage Fee	\$54.39	per week				
4	Safety Light	\$56.44	per pull				
5	Re-locate Box	\$168.73	per event				
6	Roll-Off Box Cleaning Charge	\$131.94	per event				
7	Placement Charge	\$113.11	per delivery				
8	Organic Materials Roll-Off Tip Fee	\$26.35	per ton				
C	Special Adjustments	Rates					
The following Special Adjustments shall only be applied to the rates on this Amended Exhibit 1D as set forth below.							
1	MM&O Special CPI Deferral Adjustment (Year 2 Only)	% TBD	Each rate in Sections A-B of Amended Exhibit 1D for year 2.				
2	MM&O Special CPI Deferral Adjustment (Year 3 Only)	% TBD	Each rate in Sections A-B of Amended Exhibit 1D for year 3.				
3	Special 1.5% Adjustment (Years 2-5)	1.50%	Each rate in Section A of Amended Exhibit 1D for years 2-5.				
4	MMO Local 6 Adjustment (Year 2 Only)	0.82%	Each rate in Section A of Amended Exhibit 1D for year 2.				
5	MMO Local 6 Adjustment (Year 3 Only)	0.89%	Each rate in Section A of Amended Exhibit 1D for year 3.				
6	MMO Local 6 Adjustment (Year 4 Only)	0.96%	Each rate in Section A of Amended Exhibit 1D for year 4.				
7	MMO Local 6 Adjustment (Year 5 Only)	1.03%	Each rate in Section A of Amended Exhibit 1D for year 5.				

Temporary Roll-off Box Collection Service invoices shall be delinquent when they are unpaid on the last day of the monthly billing cycle. CONTRACTOR may charge a delinquent Customer a late fee which is the greater of \$5.00 or 1.5% per month (not compounded.)

* Note: All pull rates consist of Collection rates and franchise fees only. Disposal or Processing will be based on actual disposal or processing costs. The total customer rate will be the pull rate and disposal or processing costs.

Amended Exhibit 1E Maximum Collection Service Rates Emergency Collection - Employees			
A	Labor Position	Hourly Rate	
1	Collection / Transfer Driver	\$	130.00
2	Equipment loader / operator	\$	120.00
3	Spotter	\$	120.00
4	Mechanic	\$	130.00
5	Sorter	\$	55.00
6	Dispatcher	\$	90.00
7	Manager	\$	150.00
8	Route Manager	\$	125.00
9	Supervisor	\$	110.00
10	Admin Support	\$	90.00
B	Special Adjustments	Rates	
	The following Special Adjustments shall only be applied to the rates on this Amended Exhibit 1E as set forth below		
1	MM&O Special CPI Deferral Adjustment (Year 2 Only)	% TBD	Each rate in Section A of Amended Exhibit 1E for year 2.
2	MM&O Special CPI Deferral Adjustment (Year 3 Only)	% TBD	Each rate in Section A of Amended Exhibit 1E for year 3.

Amended Exhibit 1F Maximum Collection Service Rates Emergency Collection - Equipment			
A	Equipment Type	Make & Model	Hourly Rate
1	Transfer Truck - Diesel	Freightliner / Western Trailer	\$ 100.00
2	Transfer Truck - CNG	Freightliner / Western Trailer	\$ 75.00
3	Front End Loader	Wittke, McNeilus	\$ 75.00
4	Rear End Loader	Wittke, McNeilus	\$ 75.00
5	Roll Off Truck	Wittke, McNeilus	\$ 55.00
6	Flat Bed Truck	Wittke, McNeilus	\$ 45.00
7	Loader L180	CAT	\$ 160.00
8	Dozer D8T	Volvo	\$ 145.00
9	Excavator	CAT	\$ 100.00
10	Pick Up	Ford/Chevrolet	\$ 40.00
B	Special Adjustments	Rates	
	The following Special Adjustments shall only be applied to the rates on this Amended Exhibit 1F as set forth below		
1	MM&O Special CPI Deferral Adjustment (Year 2 Only)	% TBD	Each rate in Section A of Amended Exhibit 1F for year 2.
2	MM&O Special CPI Deferral Adjustment (Year 3 Only)	% TBD	Each rate in Section A of Amended Exhibit 1F for year 3.

Amended Exhibit 1G Maximum Collection Service Rates Special Event Collection								
A	Special Event Cart Collection Service	Collection Rate*						
1	Collection Container Sizes	64 gallon	96 gallon					
2	Recyclable Materials	\$ 49.60	\$ 52.77					
3	Mixed Materials	\$ 58.04	\$ 61.21					
4	Organic Materials	\$ 58.04	\$ 61.21					
B	Special Event Bin Collection Service	Collection Rate*						
1	Collection Container Sizes	1 CY	1.5 CY	2 CY	3 CY	4 CY	6 CY	7 CY
2	Recyclable Materials	\$ 158.32	\$ 211.09	\$ 263.86	\$ 369.40	\$ 474.94	\$ 686.02	\$ 791.56
3	Mixed Materials	\$ 187.36	\$ 254.65	\$ 321.94	\$ 456.52	\$ 591.10	\$ 860.26	\$ 994.84
4	Organic Materials	\$ 187.36	\$ 254.65	\$ 321.94	\$ 456.52	\$ 591.10	\$ 860.26	\$ 994.84
C	Special Event Roll-Off Box Collection Service	Pull Rate**						
1	Collection Container Sizes	6 CY	14 CY	20 CY	30 CY			
2	Recyclable Materials	\$797.11	\$ 860.87	\$ 929.73	\$ 1,255.14			
3	Mixed Materials	\$1,358.77	\$ 1,417.89	\$ 1,477.02	\$ 1,920.54			
4	Organic Materials	\$1,358.77	\$ 1,417.89	\$ 1,477.02	\$ 1,920.54			
D	Special Adjustments	Rates						
The following Special Adjustments shall only be applied to the rates on this Amended Exhibit 1G as set forth below.								
1	MM&O Special CPI Deferral Adjustment (Year 2 Only)	% TBD	Each rate in Sections A-C of Amended Exhibit 1G for year 2.					
2	MM&O Special CPI Deferral Adjustment (Year 3 Only)	% TBD	Each rate in Sections A-C of Amended Exhibit 1G for year 3.					
3	MM&O Special 1.5% Adjustment (Years 2-5)	1.50%	Each rate in Sections A-C of Amended Exhibit 1G for year 2-5.					
4	MM&O Local 6 Adjustment (Year 2 Only)	0.82%	Each rate in Sections A-C of Amended Exhibit 1G for year 2.					
5	MM&O Local 6 Adjustment (Year 3 Only)	0.89%	Each rate in Sections A-C of Amended Exhibit 1G for year 3.					
6	MM&O Local 6 Adjustment (Year 4 Only)	0.96%	Each rate in Sections A-C of Amended Exhibit 1G for year 4.					
7	MM&O Local 6 Adjustment (Year 5 Only)	1.03%	Each rate in Sections A-C of Amended Exhibit 1G for year 5.					

Special Event Collection Service invoices shall be delinquent when they are unpaid on the last day of the monthly billing cycle. CONTRACTOR may charge a delinquent Customer a late fee which is the greater of \$5.00 or 1.5% per month (not compounded.)

* Note: Cart and Bin Collection rates include disposal and processing costs.

** Note: All Roll-Off Box pull rates consist of Collection rates and franchise fees only. Disposal or processing fees will be based on actual disposal or processing costs. The total customer rate will be the pull rate and disposal or processing costs.

Amended Exhibit 1H Maximum Monthly Collection Service Rates Non-Exclusive Commercial Recyclable Materials Collection								
A	Commercial Recyclable Materials - Cart Collection	Total Monthly Rate						
1	Recyclable Materials Cart Sizes (gallons)	20	32	64	96			
2	1 collection / week	\$ 30.86	\$ 41.39	\$ 90.26	\$ 139.08			
3	2 collections / week	\$ 61.72	\$ 82.78	\$ 180.52	\$ 278.16			
4	3 collections / week	\$ 92.58	\$ 124.17	\$ 270.78	\$ 417.24			
5	4 collections / week	\$ 123.44	\$ 165.56	\$ 361.04	\$ 556.32			
6	5 collections / week	\$ 154.30	\$ 206.95	\$ 451.30	\$ 695.40			
B	Commercial Recyclable Materials - Bin Collection	Total Monthly Rate						
1	Recyclable Materials Bin Sizes (Cubic Yard)	1	1.5	2	3	4	6	7
2	1 collection / week	\$ 153.42	\$ 214.70	\$ 280.69	\$ 337.88	\$ 435.43	\$ 603.90	\$ 706.35
3	2 collections / week	\$ 306.84	\$ 429.40	\$ 561.38	\$ 675.76	\$ 870.86	\$ 1,207.80	\$ 1,412.70
4	3 collections / week	\$ 460.26	\$ 644.10	\$ 842.07	\$ 1,013.64	\$ 1,306.29	\$ 1,811.70	\$ 2,119.05
5	4 collections / week	\$ 613.68	\$ 858.80	\$ 1,122.76	\$ 1,351.52	\$ 1,741.72	\$ 2,415.60	\$ 2,825.40
6	5 collections / week	\$ 767.10	\$ 1,073.50	\$ 1,403.45	\$ 1,689.40	\$ 2,177.15	\$ 3,019.50	\$ 3,531.75
C	Commercial Recyclable Materials - Roll-off Box Collection Service	Total Pull Rate					Per CY (For Other Sizes)	
1	Recyclable Materials Roll-Off Box Sizes (cubic yards)	6 CY	14 CY	20 CY	30 CY	40 CY		
2	Roll-Off Box Pull Rate	\$ 797.11	\$860.87	\$929.73	\$1,255.14	\$1,568.92		
3	Compactor Pull Rate (Customer owned Compactor)	\$ 1,358.77	\$ 1,417.89	\$ 1,477.02	\$ 1,920.54	\$ 2,541.33		
4	Compactor Pull Rate (Contractor owned Compactor)	\$ 1,358.77	\$ 1,417.89	\$ 1,477.02	\$ 1,920.54	\$ 2,541.33		
D	Push Rates	0-25 ft	26-50 ft	51-75 ft	76-100 ft	100+ ft		
1	Push Rate	\$ 182.35	\$ 369.77	\$ 557.19	\$ 739.54	\$ 926.95		
E	Bin Cleaning	1-4 CY Bin	5+ CY Bin					
1	Cleaning Rate	\$ 101.31	\$ 126.63					
F	Additional Services	Rates						
1	Key Service	\$ 50.65	each month/customer					
2	Difficult to Service Rate	\$ 101.31	each month/customer					
G	Special Adjustments	Rates						
The following Special Adjustments shall only be applied to the rates on this Amended Exhibit 1H as set forth below.								
1	RR Special CPI Deferral Adjustment (Year 2 Only)	% TBD	Each rate in Sections A-F of Amended Exhibit 1H for year 2.					
2	RR Special CPI Deferral Adjustment (Year 3 Only)	% TBD	Each rate in Sections A-F of Amended Exhibit 1H for year 3.					

Commercial invoices shall be delinquent when they are unpaid on the last day of the monthly billing cycle. CONTRACTOR may charge a delinquent Customer a late fee which is the greater of \$5.00 or 1.5% per month (not compounded.)