

**AMENDED AND RESTATED AGREEMENT
BETWEEN THE CITY OF GRIDLEY AND
USA WASTE OF CALIFORNIA, INC.,
FOR COLLECTION OF SOLID WASTE, GREEN WASTE, RECYCLABLES, AND
TRANSFER STATION OPERATION SERVICES
FRANCHISE AGREEMENT**

THIS AMENDED AND RESTATED AGREEMENT (this “Agreement”) is made and entered into effective as of March 5th, 2024, between the City of Gridley (the “City”), and USA Waste of California Inc. (the “Company”). Unless otherwise specified in this Agreement, any action authorized, or required to be taken by the City may be taken by the City Council (the “Council”) or by the City Administrator.

In consideration of the mutual covenants in this Agreement, as amended and restated, and intending to be legally bound, the parties agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement the following words or phrases shall have the following meanings.
 - 1.1. **Act.** Act means the California Integrated Waste Management Act of 1989, California Public Resources Code (“PRC”) sections 40000 et seq., as amended, supplemented, superseded, and replaced by the California legislature from time to time. All state code references are to the PRC unless otherwise noted. In the event of any inconsistency between the definitions set forth below and those in the PRC or the California Code of Regulations (“CCR”) related to solid waste, the PRC and/or the CCR shall prevail.
 - 1.2. **Applicable Law.** Applicable Law means all laws, ordinances, municipal code, resolutions, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the collection, handling, processing, and disposition of Franchise Materials that are in force on the Effective Date and as they may be enacted, issued or amended during the term of this Agreement.
 - 1.3. **Bins.** Bins shall mean those containers provided by the Company for Commercial Customers and Multiple-Family Dwellings. The Bins are of two types: (i) Bins which are picked up by trucks designed for Solid Waste, C&D and Recycling by means of front-loading apparatus; and (ii) roll-off Bins (also known as a Debris Box or Drop Box) (which are usually much larger in size).
 - 1.4. **Bulky Waste.** Bulky Waste means large household items that do not properly fit in the Customer’s Cart, or bundled or bagged Solid Waste, that do not exceed four feet by four feet by two feet (4’x4’x2’) and weigh no more than sixty (60) pounds, which are attributed to the normal activities of a Single-Family Premises. Such materials may include furniture, area and floor rugs properly prepared (cut and bundled), mattresses (must be wrapped in plastic), appliances, and tires without rims. All liquids must be

- 1.15. **CPI Adjustment.** CPI Adjustment means the annual Service Rates adjustment as specified in Section 6.2.
- 1.16. **Curb or Curbside.** Curb or Curbside shall mean that part of the homeowner's property, within five feet of the Public Street or alley without blocking sidewalks, driveways or on-street parking. If extraordinary circumstances preclude such a location, Curbside shall be considered a placement suitable to the resident, convenient to the Company's equipment, and mutually agreed to by the homeowner and the Company.
- 1.17. **Customer.** Customer means an individual or entity that receives Franchise Services provided by the Company. Customer shall also mean the person, organization or corporation receiving Disposal service for Franchise Materials to which billing statements are sent. Customer also means those Generators of Recyclable Materials in the Service Area to whom the Company provides and the Customer pays for Collection Service under this Agreement.
- 1.18. **Debris Box/Temporary Bins.** Debris Box means a receptacle for Solid Waste and C&D having a capacity of twenty (20) cubic yards or greater that is picked up in its entirety by a dedicated truck for emptying at a separate location. Also known as a roll-off box or drop box. Temporary Bins or "temp bins" will be containers with a capacity greater than a 96 gallon cart and less than the twenty cubic yard debris box.
- 1.19. **Discretionary Adjustment.** Discretionary Adjustment is defined in Section 6.5.
- 1.20. **Disposal.** Disposal has the meaning provided in PRC Section 40120.1 or successor laws and regulations as may be amended from time to time.
- 1.21. **Disposal Fees.** Disposal Fees shall mean the charges imposed by the Disposal Site.
- 1.22. **Disposal Site.** Disposal Site has the meaning provided in PRC Section 40122 or successor laws and regulations as may be amended from time to time.
- 1.23. **Effective Date.** Effective Date means January 1, 2024, the date that Franchise Services shall commence under this Agreement, as amended.
- 1.24. **Electronic Waste or E-Waste.** Electronic Waste or E-Waste means waste containing or consisting of electronic devices and components, such as computers, monitors, terminals, computer cards and components, computer peripheral devices, main frame computers, keyboards, mice, printers and scanners, mini-systems, power supply units, servers, connectors/cables, storage discs, consumer electronics, printed circuit boards, televisions, chips and components, cellular and other phones, telecommunications equipment, and fax machines and copiers, but not including Excluded Waste.

- 1.34. **Gross Revenues.** Gross Revenues has the meaning provided in Section 3.1
- 1.35. **Hazardous Waste.** Hazardous Waste has the meaning provided in PRC Section 40141 or successor laws and regulations as may be amended from time to time.
- 1.36. **Household Hazardous Waste (or HHW).** Household Hazardous Waste shall have the meaning set forth in California Health and Safety Code Section 25218 and in Title 14, CCR, Section 18502 or successor laws and regulations as may be amended from time to time, but not including any Excluded Waste.
- 1.37. **Inaccessible Area.** Inaccessible Area shall mean any road, alley or property that does not allow safe access, turn-around, or clearance for standard collection vehicles.
- 1.38. **Medical and Infectious Waste.** Medical and Infectious Waste means biomedical waste generated at residences in excess of legal limits or at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities and other similar establishments.
- 1.39. **Mobile Home Parks.** Mobile Home Parks means a site at which mobile home spaces are rented for residential use. Mobile Home Parks, at the Owner's request, may be provided with Residential Service using Carts or Commercial Service using Bins.
- 1.40. **Multiple-Family Dwellings.** Multiple-Family Dwellings means any building or structure, or portion thereof used for residential purposes and having four (4) or more distinct living units. Multiple-Family Dwellings, at the Owner's request, may be provided with Residential Service using Carts or Commercial Service using Bins.
- 1.41. **Owner.** Owner shall mean the person, organization or corporation holding legal title to the real property constituting the Residential Premises to which Collection Service for Franchise Materials is provided. For the purposes of provisions in this Agreement pertaining to the sending of notices, billings or other communications by Company to an Owner, Company may regard as Owner the person, organization, corporation or other entity shown in the records of the assessor of Nevada County or as may be indicated by documents recorded in the Nevada County Clerk-Recorder's Office.
- 1.42. **Parties.** Parties mean the City and the Company.
- 1.43. **PRC.** PRC has the meaning provided in Section 1.1.
- 1.44. **Private Drive(s).** Private Drive(s) shall mean a privately owned or maintained way.
- 1.45. **Private Road(s).** Private Road(s) shall mean a privately owned or maintained way that allows for access by a small wheel base service truck and which serves four or more Residences.

- 1.56. **Residential Recycling.** Residential Recycling means the collection, processing and marketing of those Recyclable Materials that are collected from Residential Customers under this Franchise on an exclusive basis.
- 1.57. **Residential Service.** Residential Service means Collection Service for Franchise Materials normally provided under this Franchise to all Single-Family Residences and those Multiple-Family Dwellings and Mobile Home Parks that receive Solid Waste Cart Service.
- 1.58. **SB 1383 Regulations.** SB 1383 Regulations means to the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR., as they may be amended.
- 1.59. **Self Haul.** Self Haul means the transport of Franchise Materials from a residence or Commercial Premises, where the materials being generated are taken directly to an authorized landfill or transfer station. The transport must be accomplished by the resident, Owner or commercial/business/industrial entity that generates the Franchise Materials and may not be transported by a company, agent or other third-party hired for such use except as provided in Section 2.3 of this Agreement.
- 1.60. **Service Area.** Service Area shall mean the jurisdictional boundary of the City including all areas hereafter annexed or otherwise added to the territorial limits of the City.
- 1.61. **Service Rates.** Service Rates means the Company fees for providing the Franchise Services, as initially set forth in Exhibit 2. The Service Rates include the Franchise Fee.
- 1.62. **Signature Date.** Signature Date means the date of execution of this Agreement by both Parties.
- 1.63. **Single-Family Residence(s).** Single-Family Residence(s) shall mean all one unit houses and mobile homes, any building or structure, or portion thereof, that is used for residential housing purposes and has two (2) or fewer distinct living units.
- 1.64. **Solid Waste.** Solid Waste shall mean and include all Solid Waste as defined in PRC Section 40191 and regulations or successor laws and regulations as may be amended from time to time generated within the Service Area that can be disposed of in Class III landfills. Excluded from the definition of Solid Waste are Excluded Waste, Bulky Wastes, Special Wastes, Recyclable Materials, Green Waste, and Construction and Demolition Debris. Notwithstanding any provision to the contrary, "Solid Waste" may include de minimis volumes or concentrations of waste of a type and amount normally found in residential solid waste after implementation of programs for the safe collection, recycling, treatment and disposal of batteries and paint in compliance with PRC Sections 41500 and 41802.

2.1.1. City hereby grants to Company, for the term hereinafter set forth, the exclusive right and privilege to collect and transport Franchise Materials to any legally authorized Disposal Site, Green Waste Processing Facility, or Recyclables Processing Facility, unless otherwise exempt from Collection pursuant to the terms and conditions of Section 2.3 of this Agreement. Participation in the Company's Solid Waste, Recycling and Green Waste programs shall be mandatory for Residential and Commercial Customers.

2.1.2. The Company shall have the exclusive right and responsibility for the operation of the Ord Ranch Road Transfer Station, in accordance with the provisions of this Agreement, for the term of this Agreement and any extensions thereof.

2.1.3. The Company shall dispose of all Solid Waste collected under this Agreement at the designated Disposal Site. The Disposal Site the Company has designated shall be the Neal Road Landfill owned by the County of Butte. The Company reserves the right to direct the Company to dispose of Solid Waste at a particular licensed Disposal Site (which must be a Class III disposal site) suitable for municipal waste.

2.2. **COMPANY RESPONSIBILITY.** The Company hereby accepts and assumes responsibility to perform and fulfill all the terms, covenants, conditions, and obligations required under this Agreement. Company agrees to perform all of its obligations under this Agreement for the term hereof. Company shall furnish all the labor and equipment necessary for the Collection, Processing, Transport and Disposal of all Franchise Materials, subject to the terms, conditions and provisions of this Agreement.

2.3. **EXCEPTIONS TO FRANCHISE.** The following services and materials are expressly excluded from this Agreement. However, the granting of this Franchise shall not preclude an Owner or Customer from contracting for the categories of services and materials described below to be delivered to, collected and/or transported by the Company or others, provided that nothing in this Franchise is intended to or shall be construed to excuse any person from any authorization from the City which is otherwise required by law.

2.3.1. Compactors for Recyclables. Rental, lease or sale of Compactors, provided that the Company shall have the exclusive right to provide hauling services for Compactors unless used exclusively for the collection of Recyclable Materials, including Recyclable C&D, in which at least ninety-five percent (95%) of each load is actually Recycled and for which the Generator receives payment.

2.3.2. Self-Hauling. Self-Haul materials, which are delivered by a person or entity directly to a disposal facility. Persons or entities cannot subcontract any portion of the Self-Haul to any entity other than the Company. This provision does not allow persons or entities to purchase, borrow or rent Bins or Carts or other containers and have them collected by a third-party.

the anti-scavenging provisions of PRC Section 41950 (which provides for treble damages, as measured by the value of the material removed, or a civil penalty of not more than \$2,000.00, whichever is greater, for each unauthorized removal, in accordance with PRC Section 41953). If City is required to take administrative, law enforcement, or other legal action against any person who infringes on the Company's exclusive rights, the Company shall reimburse the City for all reasonable costs, staff time and legal costs related to any such action. Nothing herein precludes the Company from taking such legal action against third parties as it deems appropriate to protect the exclusive nature of its franchise.

Customers shall not permit Franchise Materials to be compacted in Company-provided Bins or Debris Boxes, unless such compaction is provided by Company under this Agreement.

3. **FRANCHISE FEE.**

- 3.1. **CITY FRANCHISE FEE.** As of the Effective Date of this Agreement, five percent (5%) of all revenues collected by the Company resulting from all revenue or compensation to the Company from Service Rates established pursuant to Article 6 for Collection of Solid Waste, including for operation of the Ord Ranch Road Transfer Station service and without subtracting the other cost of doing business, on or after the Effective Date of this Agreement within the Service Area, but excluding revenue for services provided by the Company prior to the Effective Date and from services other than Collection Services, non-exclusive or excepted services, exempt materials, or sales of recycled materials (collectively, "Gross Revenues"), shall be paid by the Company to the City as a Franchise Fee. If the Franchise Fee is increased after the date of this Agreement, the Service Rates shall be adjusted in the same manner as adjustments for increases in Disposal Fees as provided in Section 6.4. The Franchise Fee shall be computed and paid on the basis of the Company's cash receipts from Gross Revenues after the Effective Date of this Agreement. Company shall make payments to City on a quarterly basis within 30 days following the completion of each calendar quarter. The Company shall remit the Franchise Fee as part of the quarterly remittance.
- 3.2. **UNDER AND OVER PAYMENTS.** If the Company fails to pay the entire amount of compensation due the City through error or otherwise, the difference due the City shall be paid by the Company within thirty (30) days from discovery of the error or determination of the correct amount. Any overpayment to the City through error or otherwise shall be offset against the next payment due from the Company.
- 3.3. **FINANCIAL REVIEW.** The relevant books and records of the Company shall be subject to review and inspection for the purpose of reviewing billing operations, accounts receivable and customer service, by either party, its auditors or other agents, at any reasonable time upon reasonable notice.

4. **SERVICES OF COMPANY.**

- 4.3.3.1. Collection of Solid Waste, Recyclable Materials and Green Waste from City facilities and parks;
- 4.3.3.2. Provision of debris box service as directed by City; and,
- 4.3.3.3. Review of plans for land use or property developments with regard to Solid Waste service issues.

At the option of the City, exercised in writing, these additional services may be provided at no charge to the City but shall be reimbursed to the Company through the Service Rates charged other service recipients.

- 4.3.4. Permanent Containers/Debris Box Service. Company shall provide permanent /debris box Containers for the purpose of Collection of Solid Waste. Company shall deliver to and Collect debris boxes from the location identified by the service recipient. Containers shall be free of graffiti and in good repair. Containers must be clearly marked and identifiable as belonging to Company. Special consideration shall be given when determining the pick-up area for temporary Containers to ensure that the flow of traffic is not impeded and that it does not result in aesthetic degradation of an area. The designated pick up area, if disputed by service recipient or Company, shall be determined by City. Additionally, if in City's opinion the location of an existing pick-up area is inappropriate, City may require the service recipient or Company to relocate the pick-up area.
- 4.3.5. Roll-Off Boxes. The Company will provide 10 roll-off box hauls to the City at no additional charge for the purpose of code enforcement and blight abatement within the City. The Company will deliver the boxes within the City as requested by the City. The Company will provide information for code enforcement to discourage the placement of hazardous materials in these abatement boxes; City will be responsible for any hazardous materials placed in the abatement boxes. Should the City decide not to implement this program, it may use the 10 roll-off box hauls for other clean-up programs or for the City's use.
- 4.3.6. Hours of Collection. Collection Service of all Bins and Carts shall not start before 5:00 a.m. for commercial and 6:00 a.m. for residential or continue after 6:00 p.m., subject to change by action of the City Council.
- 4.3.7. Multiple-Family Dwellings. Multiple-Family Dwellings shall be provided with Solid Waste Service as frequently as negotiated with the Customer but in no event less than once per week, to collect the Solid Waste that has been placed, kept or accumulated in Bins; an exception is where the facility self-hauls and provides proof to the City that all waste materials are being properly disposed or diverted according to applicable law. Waste Management will work with each complex to customize the appropriate level of service. Multiple-Family Dwellings will have the option to

Company will only provide Recycling services to Residential Customers that receive and pay for Solid Waste services.

- 4.4.2. Residential Recycling Carts Provided. Company shall provide Residential Customers with Recycling Carts and promotional information within fourteen (14) days of notice of, or request for, Solid Waste service. Customers may co-mingle all Recyclables listed on Exhibit 1 in the Recycling Cart. The Company shall provide and distribute to each Residential Customer one (1) Recycling Cart, but, upon request of the Customer and as needed, will provide no more than one additional Recycling Cart at no additional charge. The standard service level for a Single-Family Residence shall be a 64-gallon Recycling Cart.
- 4.4.3. Residential Recycling Carts Replaced. The Company, without expense to the City or the Customer, and within seventy-two hours after notice, shall provide free replacements of Recycling Carts that are lost, stolen or damaged, unless due to customer neglect such as putting hot ashes in the Cart in which case the Company may charge the Customer for the retail costs of the replacement Cart. In addition, the Company will replace Recycling Carts damaged due to normal wear and tear and provide free replacements for graffiti on Recycling Carts without charge. The Company, without expense to the City or Customer, and within five working days after notice from the City or the Customer, shall provide a Recycling Cart to a new Residential Customer that has no such Recycling Cart. The Company shall own and maintain all Recycling Carts at its expense.
- 4.4.4. Commercial and Multiple-Family Dwelling Recycling. The Company shall Collect, Process, and Transport all Recyclables from all Commercial and Multiple-Family Dwelling Premises, unless it has received a self-haul exemption. The Company shall notify City of locations where Recycling services are not selected by customer or not possible to provide. Multiple-Family Dwellings will have the option at varying Service Rates to select the appropriate cart size or 2, 3, 4, and 6-cubic yard bins for Recycling collection. The 6-cubic yard bins will not have wheels.
- 4.4.5. Commercial Recycling Carts Provided. The Company shall provide recycling Carts to each Commercial Premises, except those that properly self-haul. Recycling Carts shall be provided within fifteen (15) working days of sign-up and Owner's, Customer's or property manager's permission and provision of a proper site. Recycling Carts shall be sited in accordance with all policies and regulations of the City.
- 4.4.6. Collection Days and Times. To the maximum extent possible, Collection of Recyclables from all Residential Customers shall be made bi-weekly and will be scheduled on the same day as Solid Waste collection. Collection from Commercial Premises shall be made on a regular schedule as negotiated between the Commercial Business and the Company.

uniformly painted and shall be washed at least once every seven (7) calendar days during good weather. Company's name, phone number and vehicle number shall be prominently displayed on its vehicles. Company shall furnish a listing of equipment utilized to perform all services included in this Agreement upon request by City.

- 4.6.1.1. The City and Company agree that Company's obligations and/or scope of services under this Agreement exclude any existing requirements regarding the future conversion of fleets, or any part thereof, to Zero-emissions (ZEV) or Near-zero-emissions (NZEV) vehicle(s) or the future acquisition, hiring or use of ZEVs or NZEVs under Applicable Law, including without limitation Sections 2015 et seq. of Title 13 of the California Code of Regulations. Should such existing Applicable Law apply to any Company's vehicles used in the provision of services under this Agreement during the Term, then the City and Company agree to meet and confer in good faith to amend this Agreement to incorporate provisions and obligations reasonably necessary to comply with such Applicable Law, and Company shall be entitled to a Service Rates adjustment in accordance with Section 6.5 for such change in Company's obligations and/or scope of services under this Agreement.
- 4.6.2. Collection on Holidays. If the day of Collection on any given route falls on Christmas Day, New Year's Day, Thanksgiving Day or a holiday observed by the Disposal Site to which the City's Franchise Materials are disposed, Company shall provide Collection Service for such route on the next workday following such holiday, thereby adjusting subsequent workdays that week.
- 4.6.3. Private Drives and Inaccessible Areas. For Residential Customers on Private Drives or other inaccessible areas, the Company shall Collect Solid Waste, Green Waste and Recyclables on the nearest Public Street or Private Road connecting to the Private Drive or other inaccessible area.
- 4.6.4. Employees. Company shall exercise reasonable care to hire responsible Employees, to supervise the work of such Employees, and to discipline and, if necessary and consistent with Company's legal and contractual obligations, discharge an Employee failing to meet reasonable standards for performance of work under this Agreement. Company shall comply with applicable state and federal law pertaining to employment including, but not limited to, applicable equal opportunity employment and affirmative action requirements.
- 4.6.5. Manner of Collection. The Company shall perform all Collection Services in a quiet and courteous manner and ensure that all Carts and Bins are placed on the premises from which they were removed in an upright position, with lids closed, and within five (5) feet of where they were originally placed before collection.
- 4.6.6. Service Schedule. In January of each calendar year, the Company shall provide all customers with calendars (which may be in "PDF" or other similar format) identifying the schedule for Solid Waste, Recyclables, and Green Waste Collection

terms of this Agreement. In the case of changes to the Collection schedule the Company must notify all affected Customers at least (14) days prior to any change in the Collection day. The Company shall not permit any Customer to go more than seven (7) days without Solid Waste Collection Service in connection with a Collection schedule change other than in the event of an Uncontrollable Circumstance.

4.8. **ADDITION OF NEW NON-FRANCHISE SERVICES.** Upon receiving a written request from the City, the Company shall provide any other exclusive or non-exclusive services not covered by this Franchise, and that it is qualified to provide, including, but not limited to, assistance to the City in the event of natural disasters, subject to establishment of appropriate and mutually agreed upon compensation for providing the service.

5. **TRANSFER STATION OPERATION SERVICES.**

5.1. **TRANSFER STATION OPERATIONS.** The Company shall, with the consent of the County of Butte, operate the Ord Ranch Road Transfer Station (the “Transfer Station”) for the receipt of Franchise Materials collected by Company under this Agreement, as well as Self-Haul waste from residences and businesses of the City and surrounding areas of Butte County (including the area of the City and adjacent territory).

City shall have the right to enter and inspect the Transfer Station during normal operating hours.

Company shall have the right to utilize the Transfer Station for Solid Waste, Recyclable Materials, Green Waste, Construction and Demolition Debris collection and transfer purposes, and all of the property, buildings and appurtenances located at the Transfer Station.

City’s responsibilities. City shall be responsible for ordinary maintenance of the Transfer Station and repairs thereto necessitated by normal wear and tear. City shall not be responsible for damages or extraordinary wear to its facilities caused by Company’s active negligence or intentional misconduct. City shall construct, where necessary, fences, walls, paving or appurtenances as may be necessary for the collection, sorting and handling of Franchise Materials.

Company’s responsibilities. Company shall be responsible for keeping the Transfer Station in a clean and workable condition at all times during the term of this agreement. Company shall not be responsible for any repairs to buildings, grounds and appurtenances on the premises during the term of this agreement, except to the extent the damage was caused by the Company’s active negligence or intentional misconduct. Company shall be responsible for the payment of all utility charges and fees connected to the operation of the Transfer Station. Company shall provide, and have complete responsibility for all necessary personnel, vehicles, equipment and containers necessary for the collection and handling of Franchise Materials. Company shall be responsible for transferring all material received at the Transfer Station to ultimate disposal or

calendar year. Such services will be provided on a schedule mutually agreed upon by City and the Company. The Company may charge an additional charge of \$35 for special handling items, such as a refrigerator requiring refrigerant evacuation. Should the City decide not to implement this program, the City may utilize the 25 four cubic yard cleanup bins for code enforcement, other clean-up programs or for the City's use. For purposes of this paragraph "Bulky Waste" excludes Hazardous Waste, items larger than four cubic yards and items of excessive size or density, such as engine blocks, spas, boats and trailers.

5.1.5. Drop-Off Recycling Center. As part of the Transfer Station Operation Services the Company agrees to provide and maintain a drop-off recycling center at the Ord Ranch Road Transfer Station. Materials to be accepted are to include, but are not necessarily limited to: aluminum cans, glass bottles and jars, e-waste, metal cans and narrow neck plastic containers (plastic 1 & 2), and newspaper, mixed paper (including but not limited to magazines, junk mail, brown paper bags, and white and colored paper), and corrugated cardboard.

5.2. MATERIALS TO BE TRANSFERRED AND DISPOSED OF AT THE TRANSFER STATION.

5.2.1. The Company shall accept and transfer all self-hauled Solid Waste within the jurisdiction of the City and in the Gridley-Biggs County areas and delivered to the Transfer Station.

5.2.2. Company shall have sufficient bins on hand such that no one be turned away who presents acceptable Solid Waste during the hours the Transfer Station is open. Delivery of Solid Waste, Recyclable Materials, Green Waste or any other materials to the Transfer Station by a commercial hauler or collector other than Company is not permitted without the written authorization of the City.

5.3. **DAYS AND HOURS OF OPERATION**. The Transfer Station will be open to the public, at a minimum, every Saturday and Sunday, unless Saturday or Sunday falls on a recognized holiday, between the hours of 9:00 a.m. and 5:00 p.m. Company may remain open additional days and additional hours if the volume of Solid Waste is such that additional time is warranted. In the event that Company does desire to operate on additional days, Company shall give the City thirty (30) days' notice of its intention to do so.

5.4. **CITY USE OF TRANSFER STATION**. The City reserves the right to enter the Ord Ranch Road Transfer Station at any time, including non-operating hours, for its own use for the purpose of dumping street sweepings and refuse. There shall be no charge to the City for this material.

5.5. **COMPANY AND OTHER COMMERCIAL HAULER USE OF TRANSFER STATION**.

6.2. **CPI ADJUSTMENT.** The Service Rates set forth in Exhibit 2 shall be adjusted on January 1st of each year, beginning January 1, 2025 and annually thereafter to reflect one-hundred percent (100%) of the annual change in the Consumer Price Index, series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics (CPI). This annual adjustment to the rates will be based on 100-percent of the annual percentage change in the CPI for September of the current year as compared to September of the prior year (CPI 100% Rate Adjustment Factor). Annual CPI adjustments shall have a 2% floor and 5% cap. If an annual CPI adjustment would otherwise be lower than 2% or above 5%, such difference will be applied to the following year's CPI adjustment. For example, if a CPI adjustment would be 6% if not for the cap, the adjustment shall be 5%, and 1% shall be added to the following year's CPI adjustment. The Company shall submit a formal Request for Service Rates Adjustment to the City on an annual basis no later than November 1st of the current year.

6.3. **FUEL COST ADJUSTMENT.**

6.3.1. Entitlement to Fuel Cost Adjustment. The Service Rates set by this Agreement are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, in addition to the CPI Adjustment and other rate adjustments provided by this Article 6, the Service Rates shall be further adjusted for changes in fuel costs associated with performance of the services hereunder in the manner provided below.

6.3.2. Procedural Requirements. The Fuel Cost Adjustment shall be made annually concurrently with and using the same time frames as the adjustment for changes in the Consumer Price Index as contemplated by Section 6.2.

6.3.3. Formula for Fuel Cost Adjustments. The Fuel Cost Adjustment shall be calculated by the following formula:

$$(1 + [(Fuel\ Cost\ Change - CPI\ Change) \times Fuel\ Percentage]) \times Old\ Rate = New\ Rate$$

The terms used in the preceding formula shall have the following meanings:

“Fuel Cost Change” means, for No. 2 diesel fuel, the average price for California No. 2 diesel fuel for the most recently completed calendar year divided by such average price for the calendar year preceding the most recent calendar year. The price used to compute the Fuel Cost Change shall be the price reported by the United States Department of Energy, Energy Information Administration. In the event that price is no longer reported, the parties will designate a new methodology for determining the price based on comparable data. For fuels other than No. 2 diesel, the Company shall calculate the change in fuel cost using the same time periods and a reasonably comparable fuel price index.

- 6.5.3. Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Franchise Services;
- 6.5.4. Processing facility and disposal facility/landfill tip fees that are not regulated by the Company or an affiliate of the Company.
- 6.5.5. Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Company.

If Company requests a Service Rates adjustment pursuant to this Section 6.5, it shall prepare a Service Rates adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Service Rates necessary to offset such increased costs/lost revenue. The City may request documentation and data reasonably necessary to evaluate such request by Company, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Company. The City shall approve all properly calculated Service Rates adjustments within ninety (90) days of Company's request, and the adjusted Service Rates shall be deemed to take effect as of the date of Company's request. In addition, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the City shall approve the Service Rates adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to Service Recipients by the date the same are effective.

6.6. BILLING AND COLLECTION OF ACCOUNTS. Company shall bill Customers for all Collection Services (including Disposal) for Franchise Materials as part of a single all-inclusive Service Rate. Such billings may cover the periods and be collected by the methods hereinafter set forth.

6.6.1. Residential. Single-Family Residence and Multiple-Family Dwellings Customers may be billed for up to three (3) months in advance or based on arrears/advanced billing combinations implemented at the discretion of the Company. Payment shall be due within 30-days of the billing date. If not paid when due, the bill may thereafter bear a late charge of 1.5% per month which shall be collectible along with the charge for service. If the bill is not within 90-days of billing, and after notice of delinquency has been sent to the Customer by Company, the Company may discontinue service and may continue charge interest not to exceed 1.5% per month, for such time as the bill remains unpaid after the due date.

6.6.2. Non-Residential. All non-residential Customers shall be billed monthly in advance, except for roll-off services, which may be billed in arrears. Payment with respect to each such bill shall be due on or before the 30th day following the end of the service period for which the bill is rendered; thereafter the bill shall be considered delinquent, and the Company may discontinue service and may charge interest, not to exceed 1.5% per month, for such time as the bill remains unpaid after the due date.

educational materials; and (e) website to obtain additional information and/or receive responses to questions the customer may have.

6.7.2. The following shall apply regarding occurrences of Contamination and Overage:

6.7.2.1. Contamination.

6.7.2.1.1. First and Second Occurrences. Company shall service containers with Contamination except where there is visible Excluded Waste. Company shall provide a Violation Notice, where such contact information has been provided.

6.7.2.1.2. Third and Subsequent Occurrences. Company may opt to not collect Recyclable Materials or Green Waste containers with Contamination; in such event, the customer may request the container be collected as Solid Waste, and an additional fee will apply. Alternatively, Company may collect a container with Contamination and invoice the customer a Contamination Charge in the amount set forth in Exhibit A. In either case, the Company shall provide a Violation Notice where such electronic contact information has been provided.

6.7.2.2. Overage. Company may opt to not collect Overage, unless caused by Company spillage of non-overloaded containers during collection; in such event, the customer may correct the Overage and request that Company return to service the container (an additional fee will apply). Alternatively, Company may collect the container with Overage and invoice the customer an Overage Charge in the amount set forth in Exhibit A. In either case, the Company shall provide a Violation Notice where such electronic contact information has been provided. If there have been more than three instances of Overage in any 12-month period for a particular service (i.e., Solid Waste, Recyclable Materials, or Green Waste), Company may increase the customer's service level (i.e., larger container or more frequent service) to mitigate the Overage, and may increase the charges to such Customer according to the increased service level.

6.7.2.3. Overweight Containers. The Company may refuse to collect any Solid Waste, Recyclable Materials, or Green Waste Container which the Company reasonably believes to be overweight. A container shall be considered "overweight" if the total weight of the container and contents exceeds two times the volume capacity of said container (e.g., 192 pounds for a 96-gallon Cart). The Company shall provide notification to the customer regarding each instance of non-collection.

7. **REPORTS.** The Company will provide the City with reports that contain the information required by the City for compliance with AB 939 and for the City to measure the Company's performance of items in this Agreement, but limited to information directly attributable to the

- 8.2.1.1. General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- 8.2.1.2. Automobile Liability: \$5,000,000 combined single limit per accident for bodily injury and property damage.
- 8.2.1.3. Worker's Compensation and Employer's Liability: \$3,000,000 each accident, \$1,000,000 policy limit bodily injury or disease, \$3,000,000 each employee bodily injury by disease.
- 8.2.1.4. Pollution and/or Environmental Impairment Liability: \$5,000,000 each occurrence/\$10,000,000 policy aggregate covering liability arising from the release of waste materials and/or irritants, contaminants or pollutants.

8.2.2. Deductible and Self-Insured Retentions. The deductibles or self-insured retentions for the General Liability and Auto Liability policies are for the account of the Company and shall be the sole responsibility of the Company.

8.2.3. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

8.2.3.1. Automobile liability and general liability: The City, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Company; and with respect to liability arising out of work or operations performed by or on behalf of the Company including materials, parts or equipment furnished in connection with such work or operations.

8.2.3.2. Worker's Compensation and Employers Liability Coverage. The Insurance company shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Grantee for the City.

8.2.3.3. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party except after thirty (30) days prior written notice has been given to the City.

8.2.3.4. Verification of Coverage. The Company shall furnish the City with certificates of insurance and endorsements effecting coverage required by this clause or certificates evidencing such coverage. The endorsements or certificates are to be signed by a person authorized by that Insurance Company to bind coverage on its behalf.

8.3. **REVOCATION OF PREVIOUS AGREEMENTS.** This Agreement, rather than any preceding agreements between the City and Company, shall govern with respect to the Company and City' rights, duties and obligations relating to this Franchise. Upon execution of this Agreement, all previous Agreements shall terminate and be of no further force and effect except with respect to covenants therein for acts and omissions occurring prior to the date of termination.

discovered by the Company or through notice from the City. Upon becoming cognizant of the default, the Company shall proceed to cure such default as follows:

9.2.1. Immediately, if the default is such that in the determination of the City, the health, safety, or welfare of the public is endangered thereby; or

9.2.2. Within thirty (30) days of giving or receiving notice of default; provided that if the nature of the default is such that it will reasonably require more than thirty (30) days to cure, the Company shall have such additional time as is reasonably needed to expeditiously complete a cure. During any default cure period, the Company shall provide the City weekly written status of progress in curing such default.

9.3. **RIGHT TO TERMINATE UPON DEFAULT.** Upon an Event of Default by the Company, the City shall have the right to terminate this Agreement, subject to review as provided in Section 9.6.

9.4. **CUMULATIVE SPECIFIC PERFORMANCE.** The City's right to terminate the Agreement under Section 9.3 is not exclusive, and the City's termination of the Agreement shall not constitute an election of remedies. Instead, all remedies provided for in this Agreement shall be in addition to any and all other non-duplicative legal and equitable rights and remedies which the City may have under law or as otherwise provided in this Agreement.

9.5. **EXCUSE FROM PERFORMANCE.**

9.5.1. Excuse from Performance. The Parties shall be excused from performing their respective obligations hereunder in the event they are prevented from so performing by Uncontrollable Circumstances beyond the control of and not the fault of the Party claiming excuse from performance hereunder. In the event of labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action, the Company shall not be required to adhere strictly to the specific requirements of this Agreement regarding routes, collection times or similar matters; provided, however, that: (i) in no event shall more than nine days elapse between pickups for customers, and (ii) all customers shall receive at least 24 hours' notice of deviations from collection routes or times.

9.5.2. Notice. The Party claiming excuse from performance shall, within two (2) business days after such party has notice of such cause, give the other party notice of the facts constituting such cause, efforts undertaken by the Company to attempt to perform this Agreement, the estimated timelines for such performance, and asserting its claim to excuse under this Section; provided, that failure to give such notice shall not eliminate the excuse from performance except to the extent the other Party shall have been prejudiced by such failure.

9.6. **DISPUTE RESOLUTION.**

9.6.4. Costs and Attorney's Fees. In the event of any action or litigation to enforce this Agreement, for interpretation or construction of this Agreement, or on account of any default under or breach of this Agreement, each party to such action, arbitration or litigation shall bear its own costs and expenses in connection with such action or litigation.

9.6.5. Punitive Damages. Penal, punitive, treble, multiple, consequential, incidental or similar damages may not be recovered or awarded as damages for a breach of this Agreement. However, notwithstanding the preceding sentence, in the case of a finding of tortious liability by either party, there shall be no prohibition on the award of punitive, exemplary or treble damages where such damages are based upon a judicial finding of "fraud", "oppression" or "malice" as those terms are defined in California Civil Code 3294.

10. ASSIGNMENT.

10.1. "Assignment" means: (i) a sale, exchange or other transfer of this Agreement, the Company's rights hereunder, or substantially all of the Company's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of thirty (30) percent or more of the outstanding common stock of the Company; (iii) any reorganization, consolidation, merger re-capitalization, stock issuance or re-issuance, voting trust, pooling Agreement, escrow arrangement, liquidation or other transaction to which the Company or any of its shareholders is a party which results in a change of ownership or control of thirty (30) percent or more of the value or voting rights in the stock of the Company; and (iv) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership; provided that the effect of such occurrence is to change control of the Company or responsibility for this Agreement to an entity that is not controlled by Company's ultimate parent entity (as defined on the effective date of this Agreement in 16 CFR §801.1(a)(3)). For purposes of this Section, the term "proposed assignee" shall refer to the proposed assignee(s) or other successor(s) in interest pursuant to the assignment. If the Company is a subsidiary of another corporation or business entity, any "Assignment," as defined above, by the parent company or corporation shall be considered an Assignment by the Company; provided, however, that no such occurrence shall constitute an "Assignment" if, following such occurrence, the surviving ultimate parent entity is owned by a large, fluid aggregation of shareholders where no shareholder owns more than ten percent (10%) of the voting securities of the surviving ultimate parent entity (excluding, however, any such shareholder that prior to such transaction owned 10% or more of the voting securities of the ultimate parent entity of Company). Notwithstanding any other provision of this Section 10, reorganizations, mergers, consolidations, sales of equity or assets or similar transactions between or among entities owned by the same ultimate parent, including but not limited to Company and regardless of which entity is the survivor, do not constitute an Assignment.

this Agreement and the City shall release the Company of all obligation and liability under this Agreement.

- 10.4. The Company shall not delegate or subcontract its obligations under this Agreement to any other person or entity without the prior written consent of the City, other than a delegation or subcontract to an affiliate of the Company.

11. MISCELLANEOUS.

- 11.1. **AMENDMENT.** Except for rate and fee adjustments made pursuant to Section 6 of this Agreement, this Agreement may be amended or modified only by a written agreement duly authorized and executed by both City and Company.
- 11.2. **INDEPENDENT COMPANY.** It is expressly understood and agreed that Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of City; that Company shall have the exclusive control over the details of the services and work performed hereunder and all persons performing the same; that Company shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any; and that nothing herein shall be construed as creating a partnership or joint venture between City and Company. Neither Company nor its officers, employees, agents or subcontractors shall obtain any rights to retirement benefits, workers' compensation benefits or any other benefits which accrue to City employees.
- 11.3. **RIGHT OF ENTRY.** Company shall have the right, until receipt of written notice revoking permission to pass is delivered to Company, to enter or drive on any private street, court, place, easement or other private property for the purpose of collecting or transporting Franchise Materials of the Owner or Customer located on the private street, easement, or property, or its lawful occupant.
- 11.4. **LAW TO GOVERN.** It is understood and agreed by the parties hereto that the laws of the State of California shall govern the rights, obligation, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.
- 11.5. **FEES AND GRATUITIES.** Company shall not, nor shall it permit any agent, employee or subcontractor employed by it to, request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for the collection of Franchise Materials otherwise required to be collected under this Agreement, other than acceptance by drivers of holiday gifts offered by customers of a reasonable value.
- 11.6. **NOTICES.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or a nationally recognized overnight delivery service (receipt requested), addressed to the respective party as follows:

- 11.10. **SECTION HEADINGS.** The section and subsection headings in this Agreement are for convenience of reference only and are not intended to be used in the construction of this Agreement nor to alter or affect any of its provisions.
- 11.11. **INTERPRETATION.** The language of each and all paragraphs, terms and/or provisions of this Agreement, shall, in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any party hereto and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.
- 11.12. **THIRD PARTIES.** Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the Parties hereto and their successors and permitted assigns, any rights or remedies under or by reason of this Agreement.
- 11.13. **AUTHORITY.** All individuals executing this Agreement on behalf of the City or the Company represent and warrant that they are duly authorized to execute and deliver this Agreement to the other Party.

Signatures on following page

Exhibit 1
Recyclable Materials

- Aluminum cans
- Glass jars and bottles
- Paper junk mail
- Colored paper and bags
- Steel, bi-metal, and tin cans
- Mixed paper
- Brown paper bags
- Plastic bottles and jugs
- Chip board
- Catalogs
- Plastic containers (#1-2)
- Clean foil containers
- Paper egg cartons
- Corrugated cardboard
- Small scrap and cast aluminum



CITY OF GRIDLEY
Effective 1/1/2024
Commercial Rates

Commercial Carts	Rate
35 gallon	\$34.69
64 gallon	\$48.87
95 gallon	\$84.53
Add'l 35 gallon	\$33.38
Add'l 64 gallon	\$48.87
Add'l 90 gallon	\$84.53

	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week
Commercial Bin Rates - Quantity 1	Rate	Rate	Rate	Rate	Rate	Rate
1 Yard	\$151.25	\$244.03	\$336.85	\$429.64	\$522.43	\$665.69
1.5 Yard	\$185.36	\$301.50	\$416.45	\$532.61	\$647.57	\$824.93
2 Yard	\$243.37	\$396.48	\$549.55	\$702.64	\$854.43	\$1,089.85
3 Yard	\$301.41	\$491.37	\$681.36	\$872.64	\$1,062.61	\$1,356.09
4 Yard	\$358.17	\$586.30	\$814.52	\$1,042.58	\$1,270.72	\$1,620.99
5 Yard	\$416.23	\$681.25	\$947.55	\$1,212.60	\$1,477.65	\$1,885.93
6 Yard	\$474.27	\$777.44	\$1,079.39	\$1,382.62	\$1,685.80	\$2,150.87
8 Yard	\$589.05	\$967.31	\$1,344.32	\$1,722.61	\$2,100.84	\$2,681.99

	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week
Commercial Bin Rates - Quantity 2	Rate	Rate	Rate	Rate	Rate	Rate
1 Yard	\$295.07	\$480.62	\$666.20	\$851.78	\$1,038.67	\$1,323.88
1.5 Yard	\$363.17	\$594.22	\$825.34	\$1,056.47	\$1,287.62	\$1,642.36
2 Yard	\$479.22	\$785.44	\$1,090.29	\$1,396.52	\$1,702.62	\$2,173.50
3 Yard	\$594.05	\$975.27	\$1,356.50	\$1,736.53	\$2,117.76	\$2,703.35
4 Yard	\$710.14	\$1,165.08	\$1,621.56	\$2,076.43	\$2,532.65	\$3,234.48
5 Yard	\$825.00	\$1,356.30	\$1,886.35	\$2,417.69	\$2,947.86	\$3,764.32
6 Yard	\$941.02	\$1,546.10	\$2,151.28	\$2,757.74	\$3,362.88	\$4,295.52
8 Yard	\$1,170.59	\$1,927.13	\$2,682.38	\$3,437.68	\$4,192.93	\$5,356.49

	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week
Commercial Bin Rates - Quantity 3	Rate	Rate	Rate	Rate	Rate	Rate
1 Yard	\$437.55	\$717.16	\$995.58	\$1,275.21	\$1,553.62	\$1,982.07
1.5 Yard	\$542.29	\$888.23	\$1,234.30	\$1,580.31	\$1,927.68	\$2,459.78
2 Yard	\$715.08	\$1,173.13	\$1,632.32	\$2,091.66	\$2,549.54	\$3,255.86
3 Yard	\$887.97	\$1,459.15	\$2,030.34	\$2,601.64	\$3,172.89	\$4,051.92
4 Yard	\$1,060.80	\$1,743.86	\$2,428.58	\$3,111.53	\$3,794.65	\$4,846.71
5 Yard	\$1,233.70	\$2,030.06	\$2,826.42	\$3,621.51	\$4,418.01	\$5,642.78
6 Yard	\$1,406.51	\$2,314.79	\$3,223.16	\$4,132.87	\$5,041.20	\$6,438.86
8 Yard	\$1,752.16	\$2,885.67	\$4,019.21	\$5,152.81	\$6,286.26	\$8,029.73

	1 x Week	2 x Week	3 x Week	4 x Week	5 x Week	6 x Week
Multi-Unit Residential Bin Rates	Rate	Rate	Rate	Rate	Rate	Rate
1 Yard	\$134.28	\$216.06	\$297.83	\$379.56	\$461.33	\$583.53
1.5 Yard	\$164.25	\$265.44	\$366.68	\$469.15	\$570.37	\$723.19
2 Yard	\$215.44	\$349.11	\$484.04	\$618.99	\$752.64	\$955.53
3 Yard	\$265.36	\$432.74	\$600.14	\$767.54	\$934.89	\$1,187.87
4 Yard	\$316.54	\$516.39	\$717.51	\$917.30	\$1,118.40	\$1,418.89
5 Yard	\$366.49	\$600.03	\$833.55	\$1,067.13	\$1,300.67	\$1,651.26
6 Yard	\$417.68	\$683.66	\$950.94	\$1,216.94	\$1,482.93	\$1,883.58
8 Yard	\$518.77	\$850.93	\$1,183.08	\$1,516.50	\$1,848.67	\$2,348.24

Commercial Recycling	Rate
64 Gallon - EOW	\$30.85
2 Yard - 1xWeek	\$91.44
3 Yard - 1xWeek	\$96.96
4 Yard - 1xWeek	\$104.67

WM CITY OF GRIDLEY
Effective 1/1/2024
Debris Box Rates

Debris Box - Municipal Solid Waste	
Service	Rate
20 Yard - MSW	\$497.44
30 Yard - MSW	\$563.17
40 Yard - MSW	\$633.56
20 Yard - Tires	\$994.92
30 Yard - Tires	\$1,124.74
40 Yard - Tires	\$1,451.69

Debris Box - Clean Recyclable Materials	
Service	Rate
20 Yard - Wood or Metal	\$303.53
30 Yard - Wood or Metal	\$342.59
40 Yard - Wood or Metal	\$377.00
20 Yard - Masonry	\$303.53
10 Yard - Concrete	\$323.82

Ancillary Fees	
Service	Rate
Demurrage - Per Day	\$17.50
Waste Trip Charge	\$65.16
Compactor - Per Yard	\$31.26
Delivery	\$188.64
Exchange	\$188.64
Trip Charge	\$188.64
Relocate	\$188.64
Removal	\$188.64
Excessive Net Weight	\$880.27
Replace lost or stolen Roll Off Box	WM Replacement Cost + 25%
Replace Roll Off Box. Damage not caused by WM	WM Replace/Repair Cost + 25%
Account reactivation charge (from bad pay) - no delivery	\$55.82
Account reactivation charge (from bad pay) - w/ delivery	\$186.08
Late Payment charge	2.5% of balance (\$5.00 min. Chg.)

Exhibit 3
City Facilities / Special Events

Company shall provide the following services at no charge to the City.

CITY FACILITIES*

City Hall Police Facility	4-cubic yard container
Electric Warehouse	2 cubic yard container
Fire Station	2 cubic yard container

* Containers shall be emptied weekly or more often if necessary.

SPECIAL EVENTS

Solid waste containers and recycling containers for up to 4 community events, per year.

- A total of 20 solid waste containers ranging from 2-cubic yards to 4-cubic yards shall be provided on an annual basis.
- Recycling containers are to be provided as directed by the City.