

### **CITY COUNCIL AGENDA REPORT**

Meeting Date:Jun 18, 2020From:Director of Public Works/City EngineerSubject:Solid Waste Collection Rate Adjustment

#### **Community Goal/Result**

Ecological Sustainability

#### Purpose

To review pending rate adjustments as submitted by the city's two solid waste franchisees.

#### Recommendation

- 1. Acknowledge South San Francisco Scavenger's 2020 rate increase of 2.04%, and their request to delay said increase until at least October 1, 2020.
- 2. Acknowledge Recology Brisbane's 2020 rate increase of 2.22%, with an effective date of July 1, 2020.

#### Background

The city has two Franchise Agreements dated November 20, 2014 for the provision of waste collection services, one with South San Francisco Scavenger Company in Solid Waste Collection Zones 1(A&B) and 2, and one with Recology Brisbane in Solid Waste Collection Zone 3. Both agreements have language specifying under what conditions a rate increase may occur.

Each Agreement has slightly different calculations for rate adjustments as shown in those sections that have been redacted from the originals and incorporated behind the correspondence from each company.

#### Discussion

Both companies did submit a request for rate increase, and they both received confirmation from the City Manager that their proposed rates were in accordance with their franchise agreement. Pursuant to each agreement, "... not later than June 30th of the year of the Notice of Intention, the City Council shall act upon the new maximum rates as appropriate, with any new maximum rates to become effective on July 1st of the same year."

With each company completing their calculation per the agreement, there is no discretionary action for the Council to take.

This information was provided via memorandum to the Infrastructure, Utilities & Franchise Subcommittee (Councilmember Conway and Mayor O'Connell) on June 2, 2020.

#### **Fiscal Impact**

The proposed new rates are attached behind each company's correspondence to the city.

As noted in Recommendation, Scavenger has requested their rate increase be delayed until at least October 1, 2020, ". . . so our customers will have a chance to return to some sort of normalcy that we all hope will be coming soon."

#### **Measure of Success**

Compliance with the previously agreed upon terms and conditions for rate adjustments.

#### Attachments

- 1. Solid Waste Collection Zone Maps
- 2. South San Francisco Scavenger letter of 3/27/20, and redacted rate adjustment language
- 3. Recology letter of 3/24/20, and redacted rate adjustment language

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Randy Breault, Public Works Director

Clay Holstine, City Manager



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City of Brisbane Solid Waste Collection Zone 1 - A



City of Brisbane Solid Waste Collection Zone 1 - B

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City of Brisbane Solid Waste Collection Zone 2



SOUTH SAN FRANCISCO

COMPANY, INC.

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RECEIVED

March 27, 2020

APR 0 2020

Public Works Department Brisbane, CA

Director Randy Breault, P.E. Public Works-Marina Services-Emergency Services City of Brisbane 50 Park Lane Brisbane, CA 94005

Dear Director Breault,

In accordance with the terms of Section 6.2 of the Franchise Agreement, please accept this letter as the required Notice of Intent to adjust the current rates in Brisbane.

We are applying for a rate adjustment equal to 80% of the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers, as described in section 6.2. The calculation for this year yields an increase of 2.04%.

Copies of the calculation, the relevant CPI data, and a proposed rate schedule, are attached for your consideration. The new rates will take effect July 1, 2020, if approved.

Please be advised that, should it be necessary, we may be applying in the near future for extraordinary rate relief in connection with the Coronavirus outbreak. We will keep you apprised.

Thank you for your consideration of these matters. If you have any questions, please contact me at (650) 589-4020 at your earliest convenience. We are, of course, available to meet with you to discuss any concerns or issues, at your convenience.

Sincerely,

Paul Formosa, CFO South San Francisco Scavenger Co., Inc.

#### SOUTH SAN FRANCISCO SCAVENGER, INC. RATES AND CHARGES EFFECTIVE JULY 1, 2020 CITY OF BRISBANE, CALIFORNIA

		Current		Proposed
		Rates	Proposed change	Maximum Rates
Single fam Rate is pe Includes 6	OPERTY SERVICE - hily, and up to four units. As per r month, one pickup per week 4 gallon weekly curbside recycli veekly mixed organic materials /	ng toter service	service	
20 32 64	Gallon Trash Toter Gallon Trash Toter Gallon Trash Toter	21.25 33.99 67.98	2.04%	21.68 34.68 69.36
Multiple U Rate is pe	ND MULTIPLE UNIT RESIDEN nit Residential Property, 5 or mo r month, one pickup per week, f and / or Source Separated Or Source Separated Recyclable Ma	ore units, as per or Solid Waste ganic Materials		CE-
33 - 40 41 - 45	Gallons Gallons Gallons Gallons Gallons	30.02 32.06 40.01 45.09 55.04 64.05	2.04%	30.63 32.71 40.83 46.01 56.16 65.36
	RDAGE al, Multi Unit Residential, Comm Yard, per pickup	ercial, Industrial 69.07	Customers 2.04%	70.48
4. DEBRIS BOXES Temporar	y / One Time Use			

Residential, Multi Unit Residential, Commercial, Industrial Customers Rate is for each pickup

### SOUTH SAN FRANCISCO SCAVENGER, INC. RATES AND CHARGES EFFECTIVE JULY 1, 2020 CITY OF BRISBANE, CALIFORNIA

				Current <u>Rates</u>	Proposed change	Proposed Maximum Rates
	5 yard 7 yard 14 yard 20 yard 30 yard	Container, 5 ton L	Rock - Concre mit .imit	283.39 618.73 618.73 842.26 1,214.87	2.04%	289.17 631.35 631.35 859.44 1,239.65
	Rental Ch	arge (per day, over and over 7 days fo		ard 27.91		28.48
	7 yard 14 yard 20 yard 30 yard	t Commercial and I Container, Dirt - R Container, 3 ton lin Container, 5 ton L Container, 6 ton lin	lock - Concre mit imit	521.65 521.65 745.27 1,117.91		532.29 532.29 760.47 1,140.72
	Overweigh Per ton ov	-		161.37		164.66
5. CONTA	Rate is per	/ICE I, Multi Unit Resider month, one pickup and / or Source S ource Separated Re	per week, for eparated Orga	Solid Waste nic Materials	Customers	
	<ul> <li>A) Regula</li> <li>1/2 - yard</li> <li>1 - yard</li> <li>2 - yard</li> <li>3 - yard</li> <li>3 - yard</li> <li>4 - yard</li> <li>5 - yard</li> <li>6 - yard</li> </ul>	r Pickup (Rate per 96 gal)	month, one pio Container Container Container Container Container Container Container	ckup per week) 131.34 262.65 323.92 485.85 647.70 809.64 971.57	2.04%	134.02 268.01 330.53 495.76 660.91 826.16 991.39
	B) On Cal	Pick-up Per yard				
	Per pick-up Plus Conta	o, per yard iner Rental per Moi	nth	37.42		38.18

#### SOUTH SAN FRANCISCO SCAVENGER, INC. RATES AND CHARGES EFFECTIVE JULY 1, 2020 CITY OF BRISBANE, CALIFORNIA

		Current	• =	Proposed
		Rates	Proposed change	Maximum Rates
Rental cha	rges (per month)			
1 - yard	Container	58.45		59.64
2 - yard	Container	63.20		64.49
3 - yard	Container	67.95		69.34
4 - yard	Container	73.01		74.50
5 - yard	Container	82.66		84.35
6 - yard	Container	87.73		89.52

- 6. In the case of any additional service not described in the Agreement, Scavenger Company shall charge such amount as is agreed to by the customer.
- 7. Trash Container Management Policy Fees

Maximum fees allowed pursuant to approved Policy, as per Section 5.1.

Residential, Multi Unit Residential, Commercial, Industrial Customers

Coi	ntainer Size	Admin fee Extra	a Trip Fee	Total Fee
30	gallon	30.00	-	\$ 30.00
32	gallon	30.00	-	\$ 30.00
40	gallon	30.00	-	\$ 30.00
45	gallon	30.00	-	\$ 30.00
55	gallon	30.00	-	\$ 30.00
64	gallon	30.00	-	\$ 30.00
96	gallon	30.00	-	\$ 30.00
1	yard	30.00	61.85	\$ 91.85
1.5	yard	30.00	92.77	\$ 122.77
2	yard	30.00	76.28	\$ 106.28
3	yard	30.00	114.41	\$ 144.41
4	yard	30.00	152.52	\$ 182.52
5	yard	30.00	190.65	\$ 220.65
6	yard	30.00	228.78	\$ 258.78

## South San Francisco Scavenger Co.

## City of Brisbane

Rate Computation March 31, 2020

80% of change	2.04%
Percentage change	2.55%
Numerical change	7.252
CPI Index February 2020	292.010
CPI Index February 2019	284.758

Index Used -

Consumer Price Index Urban Wage Earners and Clerical Workers San Francisco-Oakland-Hayward, CA All Items 1982-84 = 100 New Series ID - CWURS49BSAO Previous Series ID - CWURA422SAO (replaced as of January 2018)

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## Databases, Tables & Calculators by Subject

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Data extracted on: March 26, 2020 (6:02:38 PM)

#### CPI for Urban Wage Earners and Clerical Workers (CPI-W)

Series Id:	CWURS49BSA0
Not Seasonally	
Series Title:	All items in San Francisco-Oakland-Hayward, CA, urban wage earners and clerical w
Area:	San Francisco-Oakland-Hayward, CA
Item:	All items
Base Period:	1982-84=100

#### Download: 🚺 xisx

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2010		222.049		223.821		224.185		224.195		224.352		224.152	223.624	223.012	224.236
2011		226.638		231.600		230.605		231.445		232.371		231.109	230.337	229.074	231.600
2012		234.648		236.626		236.890		238,445		240.864		236.454	237.097	235.572	238.622
2013		240.262	1	241.764		243.052		242.903		243.711		242.602	242.125	241.141	243.109
2014		245.148		247.932		250.085		249.877	1	250.508		247.680	248.326	247.097	249.555
2015	1	249.809		252.875		254.736	1	256.060		256.107		255.492	253.910	252.041	255.780
2016		257.141		259.386		261.017		262.326		264.026		263:222	260.830	258.715	262.946
2017		265.569	1	268.896		269.508		269.827		271.272	1	271.342	268.990	267.426	270.555
2018	4	275.699	1	278.039	1	280.219		281.536		283.183		283.278	279.572	277.035	282.110
2019	1	284.758	1	288.266	1	288.581	-	288.514	1	291.707		289.456	288.192	286.615	289.770
2020	1-1	292.010	1	,			<u> </u>								

Home	Subjects	Data Tools	Publications	Economic Releases	Students	Beta
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#### South San Francisco Scavenger Company Rates and Adjustments Thereto

6.1 Establishment of Rates. The maximum service rates specified in Exhibit B to this Agreement have been agreed upon by City and Scavenger Company and shall take effect on the effective date of the franchise as set forth in Section 3 above. Such maximum service rates shall be subject to review and revision as set fo11h in Section 4.1 above, Sections 6.2. 6.3 and 6.4 below and other relevant provisions of this Agreement. Scavenger Company shall not charge any amount in excess of the approved rates for services required by or permitted under this Agreement.

6.2 Modification Based on Consumer Price Index. The maximum rates specified under this Agreement shall be adjusted July 1st every year (beginning in 2016, but excluding the year 2015 and every third year thereafter) by an amount equal to eighty percent (80%) of the percentage change, if any, in the Consumer Price Index for Urban Wage Earners and Clerical Workers, as published and maintained by the United States Bureau of Labor Statistics for the San Francisco-Oakland Metropolitan Area (1982-84=100), for the prior year. using the Index most recently published before March 31st of such year and before the prior March 31st. For example. if the Index should decrease by two percent (2%) as of March 3 I, 2016 as compared with March 31, 2015, each of the maximum rates set forth on Exhibit B, as previously adjusted. would be decreased as of July I.2016 by one and six-tenths percent (1.6%) [negative .02 multiplied by .8]. Likewise, if the Index should increase by three percent (3%) as of March 31, 2019 as compared with March 31, 2018, each of the maximum rates set forth on Exhibit B, as previously adjusted, would be increased as of July 1, 2019 by two and four-tenths percent (2.4%) [.03 multiplied by .8]. The procedure for rate adjustments under this Section 6.2 shall be as follows.

(a) Not later than March 31st of each year that is subject to a rate adjustment under this Section 6.2, Scavenger Company shall file with City a written Notice of Intention to increase each of the then current rates effective as of July 1st of the same year in accordance with the above-specified formula, if Scavenger Company believes such an increase to be called for, or City shall provide to Scavenger Company a written Notice of Intention to decrease each of the then current rates effective as of July 1st of the same year in accordance with the above-specified formula, if City believes such a decrease to be called for.

(b) Within thirty (30) days of the filing of the Notice of Intention, the City Manager shall review the Notice of Intention with Scavenger Company, and either confirm that the proposed rates are within the limit of Section 6.2(a) above or establish by mutual agreement with Scavenger Company any necessary changes to the proposed maximum rates to make such confirmation.

(c) The City Manager shall immediately inform the City Council in writing of the new maximum rates determined in accordance with this Section 6.2 and, not later than June 30th of the year of the Notice of Intention, the City Council shall act upon the new maximum rates as appropriate, with any new maximum rates to become effective on July 1st of the same year.

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March 24, 2020

**BY EMAIL** 

Clay Holstine City Manager City of Brisbane 50 Park Lane Brisbane, CA 94005

#### RE: Notice of Intention to Increase Rates & Related Matters

Dear Mr. Holstine:

The purpose of this letter is to notify the City of Brisbane of Recology's intention to increase rates effective July 1, 2020 pursuant to the refuse rate index methodology set forth in the Franchise Agreement between the City and Recology.

#### **RRI Rate Adjustment**

Section 6.2 of the Franchise Agreement provides that maximum rates shall be adjusted each July 1 using a refuse rate index consisting of the weighted average of certain index items as specified below. The annual percentage change in each index item and the calculation of the RRI Adjustment Percentage are also set forth below. Accordingly, maximum rates shall be increased by 2.22% effective July 1, 2020 under Section 6.2.

Cost Category	Weighting	Source/Index	Annual % Change in Source/Index	Weighted % Change
Fixed Labor	0.60	As per CBAs	3.00%	1.80%
Variable/Processing Costs	0.25	CPI(U)	2.45%	0.61%
Biodiesel Fuel	0.05	Fuel Index	-3.78%	-0.19%
		RRI Adj	ustment Percentage:	2.22%

#### Franchise Fee Payment

Under Section 4.1 of the Franchise Agreement Recology must make an annual franchise fee payment to the City on or before April 30 of each year. The franchise fee is 14% of Recology's gross revenues during the proceeding calendar year from the collection and disposal of solid waste within Zone 3. For calendar year 2019, these revenues amounted to \$102,048.99. The franchise fee is therefore \$14,286.86. We will remit payment before April 30.

#### **Diversion Rate**

Section 8.4 of the Franchise Agreement requires Recology to provide the City with an annual written report setting forth Recology's best estimate of the diversion rate for its Zone 3 customers.

We estimate based on volume and type of service, that the diversion rate for our Zone 3 customers was approximately 60% for the calendar year 2019.

Thank you for your consideration. We would be happy to meet with City staff to discuss these matters at your earliest convenience.

Sincerely,

John Porter

John Porter Vice President and Group Manager San Francisco Region (415) 715-6241

cc: Randy Breault, Public Works Director, City Engineer Dan Negron, Recology Brisbane Group Manager Nick Roberts, Recology SF Region Controller

# RATE BOOK COMMERCIAL RATES

Commercial rates include the following components:

- Volumetric charges shown are for trash service.
- Recycling services are charged at 25% of the volumetric rate for trash. \*
- Composting services are charged at 75% of the volumetric rate for trash. \*
- There are separate charges for premium services, such as key, distance and elevation.

\* Except for roll-off compactors, which are charged at 25% (recycling) or 75% (composting) of the calculated rate.

## **32 GALLON CARTS**

NOTE:	These rates apply to Carts located outside. Carts located inside: - Less than 100 feet from the curb will be charged 10% more. - More than 100 feet from the curb will be charged 25% more. Carts located 4 feet or more above or below ground level will be charged 25% more.	1 Per Week = 2 Per Week = 3 Per Week = 4 Per Week = 5 Per Week = 6 Per Week = 7 Per Week =	\$17.78 \$31.30 \$44.52 \$57.27 \$70.09 \$89.31 \$109.97
	Rates listed below are for carts up to 45 pounds. Any weight exceeding 45 pounds will be charged an additional \$0.1031 per pound.	Saturday = Sundav =	\$19.23 \$20.67

**Key Charges:** 

PICKUPS	1 CART	
1 Per Week =	\$65.08	
2 Per Week =	\$130.17	
3 Per Week =	\$195.21	
4 Per Week =	\$260.30	
5 Per Week =	\$325.39	
6 Per Week =	\$400.46	
7 Per Week =	\$485.60	
Saturday =	\$75.08	
Sunday =	\$85.15	

## FOR ADDITIONAL CANS: MULTIPLY TIMES PER WEEK BY THE NUMBER OF CARTS.

For recycling carts, charge is 25% of the charge shown above For composting carts, charge is 75% of the charge shown above

### **64 GALLON CARTS**

NOTE:	These rates apply to Carts located outside.
	Carts located inside:

- Less than 100 feet from the curb will be charged 10% more.

- More than 100 feet from the curb will be charged 25% more. Carts located 4 feet or more above or below ground level will be charged 25% more.

Rates listed below are for carts up to 90 pounds. Any weight exceeding 90 pounds will be charged an additional \$0.1031 per pound.

Key Charges:	
1 Per Week =	\$17.78
2 Per Week =	\$31.30
3 Per Week =	\$44.52
4 Per Week =	\$57.27
5 Per Week =	\$70.09
6 Per Week =	\$89.31
7 Per Week =	\$109.97
Saturday =	\$19.23
Sunday =	\$20.67

#### **EXTRA PICK-UPS:**

Regular =	\$41.57	Saturday =	\$56.11	Sunday =	\$74.85		
-				-			ADD'L CARTS
PICKUPS	1 CART	2 CARTS	<b>3 CARTS</b>	4 CARTS	<b>5 CARTS</b>	6 CARTS	(EACH)
1 Per Week =	\$133.34	\$046 04	¢000 57	¢470.00	<b>#E07 70</b>	¢704.00	\$140 FO
2 Per Week =	\$133.34	\$246.94 \$480.71	\$360.57 \$707.87	\$473.62 \$934.55	\$587.70 \$1,161.75	\$701.26 \$1,388.34	\$113.59 \$227.16
3 Per Week =	\$373.75	\$714.00	\$1,054.69	\$1,395.45	\$1,735.73	\$2.076.42	\$340.73
4 Per Week =	\$493.87	\$948.24	\$1,402.04	\$1,855.88	\$2,310.22	\$2,764.02	\$454.28
5 Per Week =	\$614.08	\$1,181.48	\$1,748.90	\$2,316.78	\$2,883.75	\$3,451.65	\$567.84
6 Per Week =	\$761.16	\$1,453.23	\$2,159.58	\$2,838.49	\$3,529.76	\$4,222.38	\$692.54
7 Per Week =	\$934.57	\$1,774.25	\$2,628.15	\$3,454.59	\$4,293.43	\$5,133.53	\$840.03
Saturday =	\$147.07	\$271.76	\$410.69	\$521.72	\$646.02	\$770.72	\$124.71
Sunday =	\$173.41	\$321.01	\$468.55	\$616.09	\$763.68	\$911.17	\$147.47

For recycling carts, charge is 25% of the charge shown above For composting carts, charge is 75% of the charge shown above

## 96 GALLON CARTS

NOTE:	These rates apply to Carts located outside.	Key Charges:
HOTE:	Carts located inside:	1 Per Week =
	- Less than 100 feet from the curb will be charged 10% more.	2 Per Week =
	- More than 100 feet from the curb will be charged 25% more.	3 Per Week =
	Carts located 4 feet or more above or below ground level	4 Per Week =
	will be charged 25% more.	5 Per Week =
	Will be charged 25% more.	6 Per Week =
	Rates listed below are for carts up to 135 pounds. Any weight	7 Per Week =

exceeding 135 pounds will be charged an additional \$0.1031 per pound.

2 Per Wee	k =	\$31.30
3 Per Wee	k =	\$44.52
4 Per Wee	k =	\$57.27
5 Per Wee	k =	\$70.09
6 Per Wee	k =	\$89.31
7 Per Wee	k =	\$109.97
Saturday	=	\$19.23
Sunday	=	\$20.67

\$17.78

#### EXTRA PICK-UPS:

Regular =	\$53.49	Saturday =	\$72.23	Sunday =	\$96.28		
nogulai –	φοσι.ο		•	,			ADD'L CARTS
PICKUPS	1 CART	2 CARTS	<b>3 CARTS</b>	4 CARTS	5 CARTS	6 CARTS	(EACH)
1 Per Week =	\$171.58	\$316.79	\$463.42	\$609.06	\$755.24	\$900.94	\$145.63
2 Per Week =	\$326.04	\$617.93	\$909.70	\$1,201.10	\$1,492.96	\$1,784.75	\$291.33
3 Per Week =	\$480.50	\$918.05	\$1,355.52	\$1,793.59	\$2,231.06	\$2,668.59	\$437.00
4 Per Week =	\$634.94	\$1,218.24	\$1,801.83	\$2,385.55	\$2,969.20	\$3,552.89	\$582.65
5 Per Week =	\$789.51	\$1,518.86	\$2,248.20	\$2,977.55	\$3,706.88	\$4,436.74	\$728.30
6 Per Week =	\$978.24	\$1,867.84	\$2,758.10	\$3,647.70	\$4,537.41	\$5,428.08	\$889.13
7 Per Week =	\$1,201.15	\$2,280.45	\$3,360.35	\$4,439.67	\$5,519.03	\$6,599.35	\$1,078.77
Saturday =	\$188.73	\$348.98	\$509.90	\$670.14	\$830.54	\$991.34	\$160.84
Sunday =	\$222.93	\$412.62	\$602.26	\$791.97	\$981.62	\$1,171.28	\$189.63

For recycling carts, charge is 25% of the charge shown above

For composting carts, charge is 75% of the charge shown above

## **CONTAINER RATES**

NOTE:	These rates	apply to container	s located outsi	de.		Key Charges:	
	Containers l	ocated inside:				1 Per Week =	\$17.78
		in 100 feet from th				2 Per Week =	\$31.30
		an 100 feet from th				3 Per Week =	\$44.52
		ocated 4 feet or m	ore above or b	elow ground le	vel	4 Per Week =	\$57.27
	will be charg	jed 25% more.				5 Per Week =	\$70.09
						6 Per Week =	\$89.31
EXTRA PICK	-UPS (per yard	l):				7 Per Week =	\$109.97
Regular =	= \$99.32	Saturday =	\$134.12	Sunday =	\$178.69	Saturday =	\$19.23
						Sunday =	\$20.67

Uncompacted weight: 300 pounds per yard, plus \$10.31 per 100 pounds (\$0.1031 per pound) over 300 pounds.

PICKUPS	1 YD	1.5 YDS	2 YDS	2.5 YDS	3 YDS	4 YDS	6 YDS	7 YDS
1 Per Week =	\$391.00	\$601.39	\$696.19	\$870.67	\$971.04	\$1,213.94	\$1,724.05	\$2,011.04
2 Per Week =	\$696.19	\$1,063.33	\$1,311.29	\$1,639.85	\$1,869.57	\$2,395.90	\$3,398.92	\$3,965.79
3 Per Week =	\$1,044.09	\$1,594.69	\$1,966.93	\$2,459.29	\$2,767.63	\$3,544.92	\$5,026.11	\$5,863.32
4 Per Week =	\$1,391.92	\$2,126.15	\$2,622.57	\$3,279.24	\$3,641.80	\$4,661.54	\$6,604.14	\$7,704.99
5 Per Week =	\$1,740.29	\$2,657.56	\$3,278.22	\$4,099.20	\$4,492.22	\$5,746.17	\$8,134.04	\$9,489.35
6 Per Week =	\$2,268.16	\$3,469.36	\$4,218.34	\$5,271.54	\$5,802.51	\$7,385.07	\$10,228.73	\$12,204.73
7 Per Week =	\$2,971.48	\$4,551.97	\$5,471.31	\$6,838.92	\$7,549.92	\$9,570.06	\$13,331.53	\$15,375.97
Saturday =	\$527.87	\$811.82	\$940.12	\$1,172.33	\$1,310.29	\$1,638.90	\$2,094.70	\$2,715.39
Sunday =	\$703.31	\$1,082.60	\$1,252.97	\$1,567.38	\$1,747.43	\$2,184.99	\$3,102.81	\$3,171.24

For recycling containers, charge is 25% of the charge shown above For composting containers, charge is 75% of the charge shown above

# COMPACTOR RATES

## FRONT LOAD COMPACTOR RATES

PER YARD

Compacted = \$127.80 Saturday = \$140.50 Sunday = \$154.64

Compacted weight: 450 lbs. per yard, plus \$10.31 per each 100 lbs. over 450lbs.

Rate Calculation Formula: Compacted Yards x Rate x 4.33

Yards	Regular	Saturday	Sunday
0.5	\$276.69	\$304.18	\$334.80
0.75	\$415,03	\$456.27	\$502.19
1	\$553.37	\$608.37	\$669.59
1.5	\$830.06	\$912.55	\$1,004.39
2	\$1,106.75	\$1,216.73	\$1,339.18
2.5	\$1,383.44	\$1,520.91	\$1,673.98
3	\$1,660.12	\$1,825.10	\$2,008.77
4	\$2,213.50	\$2,433.46	\$2,678.36
4.5	\$2,490.18	\$2,737.64	\$3,013.16
5	\$2,766.87	\$3,041.83	\$ <u>3,</u> 347.96
6	\$3,320.24	\$3,650.19	\$4,017.55

## **ROLL-OFF COMPACTOR RATES**

Transportation Charge \$632.86 per pull

Disposal Charge \$206.12 per ton \$206.12 per ton Overweight Charge

Container Rotation Charge \$354.56 per pull

Rate Calculation Formula: Transportation Chg. + Disposal Chg. + 10% + Rotation Chg.\* = Per Pull Compactor Rate \* If applicable

For recycling compactors charge is 25% of the charge shown above For composting compactors charge is 75% of the charge shown above

# DEBRIS BOX RATES

	Monday-Friday	Saturday	
Debris Box Size	Price	Price	Max. Weight
6yd	\$757.92	\$870.85	Clean fill only
9yd	\$808.26	\$929.36	Clean fill only
15yd	\$757.92	\$870.85	4,000 lbs.
20yd	\$864.07	\$993.32	6,000 lbs.
30yd	\$1,064.08	\$1,223.28	7,000 lbs.
40yd	\$1,170.22	\$1,347.11	8,000 lbs.
14yd covered	\$815.06	\$938.89	4,000 lbs.
20yd covered	\$936.18	\$1,074.98	6,000 lbs.

Overweight charged at \$206.12 per/ton in excess of allowed weight.

6 & 9yd dirt/concrete boxes must be clean fill only-no bricks, wood, metal or trash.

NO serpentine rock, metal, organic debris, or trash. Such loads must be dumped as general debris.



#### 6.1 Modification Based on Refuse Rate Index.

(a) The maximum rates specified under this Agreement shall be adjusted July 1st every year (beginning in 2016) by a percentage amount equal to the RRI Adjustment Percentage, which shall be calculated as follows:

<u>Step 1</u>: For each Source/Index listed in Table 1 below, calculate the annual percentage change in the Source/Index over the most recent 12- month period for which data are available at the time Recology submits the Notice of Intention described in Section 6.2(c) below.

<u>Step 2:</u> For each Cost Category listed in Table 1 below, multiply the Weighting for such Cost Category set forth in Table 1 below by the percentage change in the Source/Index for such Cost Category calculated in Step 1 above.

Step 3: Add the percentages calculated in Step 2 above. The result is the RRI Adjustment Percentage. For example, if the annual percentage change is 3.0% for CPI(U), 9.0% for the Fuel Index, and 4.0% under the CBAs, then the RRI Adjustment Percentage equals 3.60% (  $(.60 \times 4.0\%) + (.25 \times 3.0\%) + (.05 \times 9.0\%)$ ).

Cost Category	Weighting	Source/Index
Fixed Labor	0.60	As per CBAs
Variable/Processing Costs	0.25	CPI(U)
Biodiesel Fuel	0.05	Fuel Index
Total:	0.90	

Table 1. Refuse Rate Index

- (b) For purposes of this Section 6.2:
  - (i) "CBAs" means the collective bargaining agreement(s) in effect from time to time applicable to the employees performing collection services under this Agreement. In connection with any adjustment under this Section 6.2, the annual percentage change calculations shall be based on the changes in wage rates required by the CBAs, and Recology shall make available to the City Manager the portions of the CBAs necessary to confirm such changes.

- (ii) "CPI(U)" means the Consumer Price Index, All Urban Consumers, San Francisco-Oakland-San Jose, Not Seasonally Adjusted, Series ID:CUURA422SAO, published by the U.S. Department of Labor, Bureau of Labor Statistics.
  - (iii) "Fuel Index" means the Total G-NGVI Charge set forth in Schedule G-NGVI, Natural Gas Service for Compression on Customers' Premises, published by Pacific Gas & Electric Company.
- (c) The procedure for rate adjustments under this Section 6.2 shall be as follows:
  - (i) Not later than March 31st of each year that is subject to a rate adjustment under this Section 6.2, Recology shall file with City a written Notice of Intention to increase each of the then current rates effective as of July 1st of the same year in accordance with the above- specified formula, if Recology believes such an increase to be called for, or City shall provide to Recology a written Notice of Intention to decrease each of the then current rates effective as of July 1st of the same year in accordance with the above-specified formula, if City believes such a decrease to be called for.
  - (ii) Within thirty (30) days of the filing of the Notice of Intention, the City Manager shall review the Notice of Intention with Recology, and either confirm that the proposed rates are within the limit of Section 6.2(a) above or establish by mutual agreement with Recology any necessary changes to the proposed maximum rates to make such confirmation.
  - (iii) The City Manager shall immediately inform the City Council in writing of the new maximum rates determined in accordance with this Section 6.2 and, not later than June 30th of the year of the Notice of Intention, the City Council shall act upon the new maximum rates as appropriate, with any new maximum rates to become effective on July 1st of the same year.