ATTACHMENT H

EXTENSION OF FRANCHISE AGREEMENT
EXTENSION OF FRANCHISE AGREEMENT
FOR
SOLID WASTE & RECYCLING COLLECTION
BETWEEN
CITY OF NORTH MIAMI
AND
WASTE PRO OF FLORIDA, INC.
EXTENSION OF FRANCHISE AGREEMENT
FOR
SOLID WASTE & RECYCLING COLLECTION

This Extension of the Amended and Restated Franchise Agreement (hereinafter referred to as “Extension Agreement”) is made and entered into the _____ day of October, 2017, by and between the CITY OF NORTH MIAMI, a municipal corporation authorized and doing business in the State of Florida (hereinafter referred to as “CITY”), and WASTE PRO OF FLORIDA, INC., a Florida corporation (hereinafter referred to as “CONTRACTOR”).

WHEREAS, CITY and the CONTRACTOR entered into a Franchise Agreement for Solid Waste and Recycling Collection, dated March 12, 2012 (the “Original Franchise Agreement”), for a five (5) year period, with CITY’s option to renew the Original Franchise Agreement, for two, three year renewal periods thereafter; and

WHEREAS, the Original Franchise Agreement expired on or about April 30, 2017, and

WHEREAS, the City intended to solicit proposals for a new franchise agreement and to ensure sufficient time for the selection, award and transition of services under a new franchise agreement sought to extend the Original Franchise Agreement; and

WHEREAS, on January 31, 2017 the City notified Waste Pro that it would not exercise its option to renew, but instead opted to continue services through September 30, 2017; and

WHEREAS, on September 29, 2017, CONTRACTOR notified the CITY that although the Original Franchise Agreement was set to terminate effective September 30, 2017, the Contractor would continue to provide services until October 31, 2017 under the existing pricing and service terms; and

WHEREAS, on September 26, 2017, pursuant to Resolution 2017-R-102, the City Council of the City of North Miami (the “City Council”) authorized the City Manager and City Attorney to negotiate and execute an Amendment to the Original Franchise Agreement to allow for the continuous provision of solid waste and recycling collection services during the solicitation and transition period; and

WHEREAS, following a meeting between the CITY and the CONTRACTOR, the CONTRACTOR offered three options for renewing the Original Franchise Agreement; and

WHEREAS, Option One was described as a fifteen (15) month extension beginning on November 1, 2017; which included a 12% price increase on residential service effective November 1, 2017; and 8% increase on commercial effective May 1, 2018; and no CPI increase; and

WHEREAS, Option Two was described as a three (3) year extension which included 1) an 8% increase on residential service effective November 1, 2017; 2) a 4% increase on commercial effective May 1, 2018; 3) CPI adjustment annually with 3% cap; 4) Option for City to in-house residential services with a six month notice financed for a term equal to term remaining on the commercial contact; and

WHEREAS, Option Three was described as a six (6) year extension which included 1) an 4% increase on residential service effective November 1, 2017; 2) a 4% increase on commercial effective May 1, 2018; 3) CPI adjustment annually with 3% cap; 4) Option for City to in-house residential services with a six month notice financed for a term equal to term remaining on the commercial contact; and
WHEREAS, all three Options required FEL commercial extension for 3 years, with CPI adjustment annually with 3% cap; and

WHEREAS, CITY desires to accept Option One, the fifteen (15) month extension; and

WHEREAS, CONTRACTOR agrees to provide the solid waste and recycling collection services (collectively, the “Services”) set forth in the Original Franchise Agreement, as amended by this Extension Agreement and the Exhibits attached hereto, which by this reference are incorporated into and made part of this Extension Agreement.

NOW THEREFORE, for the mutual benefits and other consideration recited herein, the parties agree as follows:

SECTION 1: FRANCHISE: All terms of Section 1 of the Original Franchise Agreement are incorporated herein, except as amended as follows:

1.1 FRANCHISE

For the period of this Extension Agreement, CITY grants CONTRACTOR the exclusive franchise and the sole obligation to operate and maintain a comprehensive Solid Waste and other refuse Collection system and service, as well as Recycling Collection systems for Residential Curbside Service Units in and for CITY, except as specifically excluded in this Extension Agreement. This Extension Agreement does not include Commercial Recycling of recovered materials. CONTRACTOR is authorized by CITY to enter in and upon private property, in, upon, over and across the present and future streets, alleys, bridges, easements and other public places of CITY for the purpose of collection the Solid Waste, Recyclable Materials and other reuse of the residents, inhabitants, businesses and other entities existing within the municipal corporate limits of CITY, or as directed in conformance with the Charter and Ordinances of CITY and other applicable law.

1.2 TERM OF FRANCHISE

The term of this Extension Agreement shall be for a period of fifteen (15) months for Residential Solid Waste and Other Refuse and Recycling Collection, commencing November 1, 2017, at 12:00 A.M. and continuing through January 31, 2019 at 11:59 P.M. and for a period of three (3) years for Solid Waste services for all Commercial and Roll-Off customers in the CITY commencing November 1, 2017, at 12:00 A.M. and continuing through until October 31, 2020, at 11:59 P.M.

1.3 EXPIRATION OF AGREEMENT PROVISIONS

In order to provide for a smooth transition period at the expiration of this Extension Agreement, CITY agrees to award a new Agreement sixty (60) days prior to the expiration of this Extension Agreement. In the event a new Agreement has not been awarded in the time frame indicated above, and renewal options are not being exercised, CONTRACTOR agrees to provide service to CITY for up to an additional one hundred and twenty (120) day period beyond the expiration of the Extension Agreement at the then established rates, provided CITY requests said services, in writing, at such time.

1.4 FRANCHISE FEE
CONTRACTOR agrees to pay Franchise Fees to CITY in return for the use of the streets, alleys, bridges, casements and other public places of CITY as reflected in the Rate Structure attached hereto as Exhibits 1 through 5, for Solid Waste, Recyclable Materials, and other refuse Collection and removal accounts served within CITY’s municipal corporate limits. The aforesaid payment shall be made to CITY by:

1.4.1 CITY deducting the Franchise Fee from the amounts collected by CITY from the accounts served by CONTRACTOR, as provided herein, or

1.4.2 Collection and payment of the Franchise Fee by CONTRACTOR where CONTRACTOR performs billing and collection of payment, as provided under Sections 5.1 and 5.22 of this Agreement.

1.5 **OPTION TO RENEW**

The parties may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term on October 31, 2020, at 11:59 P.M. This provision in no way limits CITY’s right to terminate this Agreement for cause at any time during the initial term or any extension thereof pursuant to Sections 8.6 and 8.7 of the Original Franchise Agreement.

**SECTION 2: DEFINITIONS**

For purposes of this Extension Agreement, the definitions contained in the Original Franchise Agreement shall apply unless otherwise specifically stated herein. If a word or phrase is not defined in this Extension Agreement or the Original Franchise Agreement, the definition of such word or phrase as contained in the Code of CITY shall apply.

**SECTION 3: SERVICES TO BE PROVIDED BY CONTRACTOR** All terms of Section 3 of the Original Franchise Agreement are incorporated herein, except as amended as follows:

CONTRACTOR shall provide all Residential Services and Commercial Services in Section 3 of the Original Franchise Agreement, as defined in Section 2 of the Original Franchise Agreement, as incorporated above, within the corporate limits of CITY, except said services shall be provided at the rates set forth in Exhibits 1 through 5 hereto, and with the amendment to the terms of the Original Franchise Agreement as follows:

3.1. **RESIDENTIAL SOLID WASTE**

3.1.1 Residential Curbside Solid Waste Collection Service, CONTRACTOR shall pick up solid waste, twice per week, and recycling for collection, once per week, using a Roll cart or Garbage Can for solid waste and a Recycling Cart or Recycling Bin for recycling from each Residential Curbside Service Unit. Said items shall be placed at the curb, within five (5) feet of the street. In addition, branches, limbs and other vegetative items less than six (6) feet in its longest dimension and less than twelve inches (12") in diameter and less than six (6) cubic yards in volume, and not easily contained in a Roll Cart, shall be picked up during the regularly scheduled bulk trash collection service day.

Any collection of Christmas trees will be collected on the regular bulk trash collection day.

A residential Curbside Customer that uses a Roll Cart shall not use Curbside Containers or Plastic Bags to set our Garbage or Rubbish.

Each Curbside Container and Roll Cart shall be constructed so as to prevent intrusion by water and animals, and the expulsion of its contents; have a cover that is free from
sharp edges; and not have inside structures that prevent the free discharge of the Container's contents.

A Residential Curbside Customer is required to place Yard Trash in a Roll Cart or neatly stack Yard Trash for bulk trash collection. Leaves, twigs, and similar small materials shall be set-out in a Roll-Cart or in bags for bulk trash collection.

Recyclable Materials shall be set out for Collection in a Recycling Bin or Recycling Cart. Cardboard shall be flattened, cut to a maximum size of 3 feet by 3 feet, and placed in or next to a Recycling Bin.

Each Residential Curbside Customer shall place their Curbside Container, Roll Cart, Recycling Bin, Recycling Cart, Plastic Bag, Yard Trash, Bulk Waste, White Goods, and Electronic Equipment at the Curbside prior to 6:00 a.m. on the Scheduled Collection Day.

3.3 RESIDENTIAL BULK WASTE/YARD WASTE

3.3.1 Residential Curbside Bulk Waste/Yard Waste Collection Service. CONTRACTOR shall pick up Bulk Waste, including Bulk Trash and Bulk Yard Trash from Residential Curbside Service Units. Bulk Waste/Yard waste pick up shall be once per week. Bulk Waste/Yard Waste must be generated by the customer and at the Residential Curbside Service Unit wherein the Bulk Waste/Yard Waste is collected. Bulk Waste/Yard Waste does not include items defined as Contractor-Generated Waste or Exempt Waste. If the customer needs additional Bulk Waste/Yard Waste, it will be provided by CONTRACTOR as an additional service at an amount to be negotiated between CONTRACTOR and customer on an individual job basis, which fee shall be collected directly by CONTRACTOR without any obligation or responsibility on the part of CITY to bill for same. Rates shall be in accordance with the attached Exhibits 1 through 5.

3.3.2 Residential Containerized Bulk Waste/Yard Waste Collection Service. CONTRACTOR shall pick up Bulk Waste from Multi-Family Service Units on an on-call basis, at the rates established in the Rate Structure included in the attached Exhibits I through 5. Said items shall be placed at the curb, within five (5) feet of the street. In addition, branches, limbs and other vegetative items less than six (6) feet in its longest dimension and less than twelve inches (12") in diameter and less than six (6) cubic yards in volume, and not easily contained in a Roll Cart, shall be picked up during the regularly scheduled bulk trash collection service day. CONTRACTOR shall be responsible for billing and collection of payment for Residential Containerized Bulk Waste Collection Service, which is considered an additional service.

3.3.3 This Section 3.3.3 has been intentionally deleted.

3.4 SPECIAL COLLECTION SERVICES

3.4.2 Illegal Dumps: Illegal Dumps are any occurrences of discarded solid waste or debris that are not by a resident under the terms of this Extension Agreement or of material not covered by this Extension Agreement. CONTRACTOR will agree to pick up Illegal Dumps upon request for a fee of $15.00 a cubic yard, to be bill to CITY or the customer if possible.

3.4.3 Oversized Piles: Oversized Piles are any nonconforming piles of solid waste or debris, whose excess would not be covered by the terms of this Extension Agreement. CONTRACTOR will agree to pick up Oversized Piles upon request for a fee of $15.00 a cubic yard minus the portion of allowed residential solid waste and bulk waste
permissible under section 3.1.1 and 3.3.2, to be billed to CITY or the customer if possible.

3.9 COMMERCIAL SOLID WASTE

3.9.3 CITY Facilities Containerized Service. CONTRACTOR shall provide Solid Waste Collection Services and Recycling Services, if applicable, to all current and future CITY-owned and/or operated facilities without charge to CITY, provided Solid Waste accumulated on said CITY-owned and/or operated facilities is placed in thirty-two (32) gallon Containers, or larger size Containers, where appropriate, which containers shall be furnished by CONTRACTOR at no charge to CITY. The pickup service for said facilities shall be at such intervals as may be required to properly service said facilities. In addition to the foregoing, the CONTRACTOR shall provide CITY with a minimum of two (2) twenty (20) yard containers per month for the collection and disposal of solid waste such as asphalt, pipes and street sweepings all without charge to CITY. The service under this Section shall not include the debris or solid waste from any CITY construction projects or other special projects of CITY.

3.9.6 Roll-Off Collection Service for CITY Use. CONTRACTOR agrees to provide Roll-Off Collection Service for debris, at no charge to CITY, as necessary to annually collect and dispose of Construction and Demolition Debris and other Solid Waste materials.

3.12 RECYCLING

3.12.7 This Section 3.12.7 has been intentionally deleted.

3.12.9 Recycle Rewards. CONTRACTOR shall work in good faith to foster any Recycle Rewards program CITY chooses to initiate and sponsor.

3.14 This Section 3.14 has been intentionally deleted.

SECTION 4: HOURS OF COLLECTION: All terms of Section 4 of the Original Franchise Agreement are incorporated herein.

SECTION 5: CHARGES AND RATES: All terms of Section 5 of the Original Franchise Agreement are incorporated herein, except as amended as follows:

5.1 RESIDENTIAL COLLECTION SERVICES

CITY shall be responsible for the billing and collection of payments for all Residential Service Unit accounts except additional services as set forth in Sections 3.3.1 herein and 33.2 of the Original Franchise Agreement. The shall initially pay the CONTRACTOR for Residential Collection Services in accordance with the Rate Structure and generation factors established in the attached Exhibits 1 through 5 and as may subsequently be adjusted pursuant to this Agreement.

5.2 CHARGES AND RATES

5.5.2 CITY shall be responsible for billing and collection of fees for Residential Services provided by CONTRACTOR and CONTRACTOR is responsible for billing and collection of Commercial Services. If CITY collects any sums for any Services provided by CONTRACTOR, CITY shall remit the sums due to CONTRACTOR.

5.3 RATE STRUCTURE
The rates shown in the attached Exhibits 1 through 5 of this Extension Agreement shall apply to all Residential Service Units and Commercial Service Units within the corporate limits of CITY, as well as any areas annexed into CITY subsequent to the commencement of this Agreement.

5.4.3 Suspension and Reinstatement. CONTRACTOR shall have the right to coordinate with the CITY to suspend service to any customers, other than Curbside Residential Service Units, who are delinquent in payment. Any cessation of service as a result of nonpayment or breach by a customer shall not result in a cessation of the monthly charge billed to and owed by the customer. After CONTRACTOR suspends service, a customer shall be permitted to reinstate service once the customer pays any and all delinquent charges. In conjunction with the reinstatement of service, the customer shall be assessed a reinstatement charge of $25.00, which shall be paid to CONTRACTOR. In addition, CITY may assess a late fee of ten percent (10%) of the outstanding amount to accounts which remain unpaid for a period of more than 30 days from the date on which payment was due and ultimately collected, said fee to be paid by customer and retained by CITY.

5.5 TERMS

CITY shall remit payment to the CONTRACTOR, on or before the 30th day of each month beginning with the 30th day of December, 2017, the sum of money equal to the total monthly collections by CITY during the previous month for and on behalf of CONTRACTOR, less Franchise Fees as reflected in the Rate Structure contained in the attached Exhibits 1 through 5 and as set forth in Section 5.7.

5.6 CHANGE IN BILLING PRACTICES

If at any time it becomes impractical for CITY to include Solid Waste Collection billing in its utility procedure, then CITY and CONTRACTOR will negotiate a different billing procedure.

5.7 FRANCHISE FEES

A Franchise Fee totaling 20% (twenty percent) shall be due to CITY for all Commercial Solid Waste Collection Service, whether scheduled or unscheduled and regardless of CONTRACTOR, CITY or a third party bill for CONTRACTOR’s services, provided customer payment is collected.

5.8 This Section 5.8 has been intentionally deleted.

5.10 DISPOSAL ELEMENT ADJUSTMENT

5.10.1 This Section 5.10.1 has been intentionally deleted.

5.10.2 This Section 5.10.2 has been intentionally deleted.

5.11 This Section 5.11 has been intentionally deleted.

5.12 ADJUSTMENTS TO RATES OR OTHER COSTS

5.12.1 CPI Adjustments. On all Services rendered by CONTRACTOR, CITY shall make an adjustment on an annual basis to the prices based on the Consumer Price Index, Services CWUR0000SEHH02, entitled “Garbage and Trash Collection, U.S. City Average – Not Seasonally Adjusted,” available from the United States Department of Labor, Bureau of Labor Statistics.
SECTION 6: SCHEDULES AND ROUTES TO CITY: The terms of Section 6 of the Original Franchise Agreement are incorporated herein to the extent that there will be no changes in holidays, schedules and routes. Notwithstanding the above, section 6.2 has been intentionally deleted.

SECTION 7: EMERGENCY SERVICE PROVISIONS: All terms of Section 7 of the Original Franchise Agreement are incorporated herein.

SECTION 8: CONTRACTOR'S RELATION TO CITY: All terms of Section 8 of the Original Franchise Agreement are incorporated herein, except as follows:

8.8 This Section 8.8 has been intentionally deleted.

SECTION 9: CUSTOMER RELATIONS: All terms of Section 9 of the Original Franchise Agreement are incorporated herein, except as follows:

9.2 MISSED COLLECTIONS

If the collection of any unit is missed during the regular route collection, CONTRACTOR shall ensure that the missed collection shall be picked up on the same day if notification was received by CONTRACTOR from CITY or customer before 12 P.M., otherwise the missed collection shall be picked up before close of business on the next scheduled collection day after such notification from CITY or customer. Any deviation from the requirements of this provision must be approved by City Manager or CITY's designated representative. If CONTRACTOR fails to comply with this provision, or any of the terms and conditions of the Agreement, CITY reserves the right to insure that the collection is made, either with its own force or an outside source, and to charge all costs, plus reasonable overhead, to CONTRACTOR. CONTRACTOR shall not be required to collect material from curbside that is non-conforming; however, in each such case, CONTRACTOR shall notify each resident by door hanger or other means, in a form approved by CITY, notifying the resident of the problem and how the customer needs to correct the problem. CONTRACTOR shall then notify CITY of the location every time a non-conforming location is noticed.

9.3 COMPLAINTS AND REPORTS OF OPERATIONS

CONTRACTOR shall perform a service of high quality and keep the number of legitimate complaints to a minimum. CONTRACTOR shall maintain a telephone listing in the name in which the company is doing business as CONTRACTOR and provide answering service for those customers needing to contact CONTRACTOR during the hours defined in Section 9.1. CITY shall receive all complaints regarding the nonperformance of the CONTRACTOR during all other hours not defined in Section 9.1. Complaints received by CITY shall be forwarded by electronic transmission, or by phone, and such complaint shall be resolved before the close of business on the next Scheduled Collection day. CONTRACTOR will maintain an accurate and up-to-date log of all complaints received and the disposition thereof. CONTRACTOR shall provide the complaint log to CITY on a monthly basis, or upon request by CITY. CITY reserves the right to correct a complaint if the complaint is not corrected within twenty-four (24) hours of notification to CONTRACTOR.

SECTION 10: PAYMENT WITHHELD: All terms of Section 10 of the Original Franchise Agreement are incorporated herein.

SECTION 11: PERFORMANCE: All terms of Section 11 of the Original Franchise Agreement are incorporated herein, except as follows:

11.1 Section 11.1 has been amended to include the following provision: Performance Deficiencies. In the event CONTRACTOR misses five (5) percent or greater of regularly scheduled pickups
due to CONTRACTOR’s error, CONTRACTOR is subject to a penalty fee in the amount of Five Thousand Dollars and no/100 ($5,000.00) for the month in which the deficiencies occurred.

11.2 This Section 11.2 has been intentionally deleted.

SECTION 12: EQUIPMENT: All terms of Section 12 of the Original Franchise Agreement are incorporated herein.

SECTION 13: WORKING CONDITIONS: All terms of Section 13 of the Original Franchise Agreement are incorporated herein.

SECTION 14: INSURANCE: All terms of Section 14 of the Original Franchise Agreement are incorporated herein.

SECTION 15: INDEMNIFICATION: All terms of Section 15 of the Original Franchise Agreement are incorporated herein.

SECTION 16: ASSIGNMENT OF AGREEMENT: All terms of Section 16 of the Original Franchise Agreement are incorporated herein.

SECTION 17: OPERATIONS DURING DISPUTE: All terms of Section 17 of the Original Franchise Agreement are incorporated herein.

SECTION 18: ORDINANCE: All terms of Section 18 of the Original Franchise Agreement are incorporated herein.

SECTION 19: AMENDMENTS: All terms of Section 19 of the Original Franchise Agreement are incorporated herein.

SECTION 20: MODIFICATIONS TO THE CONTRACT: All terms of Section 20 of the Original Franchise Agreement are incorporated herein.

SECTION 21: CERTIFIED FINANCIAL STATEMENT REQUIRED: All terms of Section 21 of the Original Franchise Agreement are incorporated herein.

SECTION 22: RIGHT TO REQUIRE PERFORMANCE: All terms of Section 22 of the Original Franchise Agreement are incorporated herein.

SECTION 23: LAW GOVERNING: All terms of Section 23 of the Original Franchise Agreement are incorporated herein.

SECTION 24: CONTRACTOR’S PERSONNEL: All terms of Section 24 of the Original Franchise Agreement are incorporated herein.

SECTION 25: COMPLIANCE WITH LAWS AND REGULATIONS: All terms of Section 25 of the Original Franchise Agreement are incorporated herein.
SECTION 26: SAVINGS CLAUSE: All terms of Section 26 of the Original Franchise Agreement are incorporated herein.

SECTION 27: GENERAL: All terms of Section 27 of the Original Franchise Agreement are incorporated herein.

SECTION 28: LITIGATION: All terms of Section 28 of the Original Franchise Agreement are incorporated herein.

SECTION 29: MEDIATION: All terms of Section 29 of the Original Franchise Agreement are incorporated herein.

SECTION 30: MISCELLANEOUS: All terms of Section 30 of the Original Franchise Agreement are incorporated herein.

SECTION 31: The terms of Section 31 of the Original Franchise Agreement are not applicable to the Extension Agreement.

SECTION 32: The terms of Section 32 of the Original Franchise Agreement are not applicable to the Extension Agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be executed and attested to by their duly authorized officers or representatives and their official seals to be affixed hereon, the day and year first above written.

THE REMAINDER OF THIS PAGE DELIBERATELY LEFT BLANK
CITY:

CITY OF NORTH MIAMI, FLORIDA, a Florida municipal corporation

By: 

Larry M. Spring, Jr., City Manager

ATTEST:

By: 

Michael A. Etienne, Esq., City Clerk

Approved as to form and legal sufficiency

By: 

Jeff H. Cazeau, Esq., City Attorney

STATE OF FLORIDA )
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 21st day of October, 2017, by Larry M. Spring, Jr., as City Manager of the CITY OF NORTH MIAMI, FLORIDA, a Florida municipal corporation, on behalf of the municipal corporation who (check one) is [ ] personally known to me or [ ] has produced a Florida driver’s license as identification.

My commission expires: 

[Stamp]

Print or type name: Carole S. Eugene
CONTRACTOR:

WASTE PRO OF FLORIDA, INC.
a Florida corporation

By: ____________________________

Name: Russell Mackie

Title: Regional Vice President

STATE OF FLORIDA

) SS:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ___ day of October, 2017, by Russell Mackie as Regional Vice President of the WASTE PRO OF FLORIDA, INC., a Florida corporation, on behalf of the corporation who (check one) is [ ] personally known to me or [ ] has produced a Florida driver's license as identification.

My commission expires: ____________________________

Print or type name
| Monthly Charge per dwelling Unit |  
|---------------------------------|---------------------------------|
| Current                         |  
| Mothly Rate disposal            |  
| $ 21.13                         |  
|                                 |  
| new rate effective 11/01/2017   |  
| Monthly Rate                    |  
| $ 23.67                         |  
| franchise fee                   |  
| $ 1.99                          |  
| waste reduction                 |  
| $ 0.28                          |  
| total rate                      |  
| $ 23.40                         |  
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**Effective 03/01/2010**

$0.50 Commercial/Industrial/Multi-Family Sizes (Monthly Charges)