

EXCLUSIVE SOLID WASTE HANDLING FRANCHISE AGREEMENT

THIS EXCLUSIVE SOLID WASTE HANDLING FRANCHISE AGREEMENT (the "Agreement") is made and entered into this 17th day of March, 1998, by and between the CITY OF SUISUN CITY (the "CITY") and SOLANO GARBAGE COMPANY (the "CONTRACTOR") (collectively, the "Parties").

R E C I T A L S :

WHEREAS, the regulation and control of Solid Waste collection, transportation and disposal within the geographic boundaries of the CITY constitutes a proper exercise of the CITY's municipal police power;

WHEREAS, in the opinion of the City Council of the CITY, the public health, safety and well-being require that the Solid Waste handling services to be provided within the geographic boundaries of the CITY during the term of this Agreement be provided through an exclusive franchise, contract, license or permit;

WHEREAS, the CITY is empowered to control local aspects of Solid Waste handling within its geographic boundaries by the means deemed most effective in protecting the public health and safety, including the granting of an exclusive Solid Waste handling franchise;

WHEREAS, the CITY and CONTRACTOR entered into an agreement on June 25, 1991 providing that CONTRACTOR is the exclusive contractor for collection and disposal of refuse within the geographic boundaries of the CITY; and

WHEREAS, the CITY and CONTRACTOR desire to extend that agreement and to further delineate the rights, duties, and obligations of the Parties:

NOW, THEREFORE, in consideration of the recitals and mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CITY and CONTRACTOR hereby agree, stipulate and covenant as follows:

1. EXCLUSIVE SOLID WASTE HANDLING CONTRACTOR; TERM OF EXCLUSIVE FRANCHISE AGREEMENT. The CITY hereby designates and constitutes the CONTRACTOR as the exclusive contract agent for all handling of Acceptable Solid Waste (as defined herein) (including all collection, transportation and disposal of all such Acceptable Solid Waste) within the geographic boundaries of the CITY (except to the extent that the collection, transportation and disposal of Acceptable Solid Waste is expressly permitted by others under the terms of City Code Sections 8.08.190, 8.08.240 and 8.08.270) for a term commencing on March 17, 1998 and ending on December 31, 2008. The term of this Agreement may be extended for an additional ten-year period, until December 31, 2018, at the option of CONTRACTOR. To exercise this option, on or before December 31, 2007, CONTRACTOR shall provide written notice to the CITY of CONTRACTOR's intention to exercise such option. Provision of such notice alone shall be sufficient to exercise this option. CITY shall acknowledge receipt of such notice in writing within thirty (30) calendar days of receipt thereof. The parties hereto mutually agree that this Agreement may be revised at any time, but only upon the mutual agreement of the Parties.

The rights and obligations of the CONTRACTOR under this Agreement shall be wholly exclusive, except as expressly provided above, and shall apply to all areas within the geographic boundaries of the CITY as they now exist, or as they may hereafter from time to time be extended or otherwise changed.

CONTRACTOR shall not be obligated to accept, collect, handle or dispose of any Unacceptable Solid Waste (as defined herein). It is specifically agreed and acknowledged that CONTRACTOR shall have no obligation to accept, collect, handle or dispose of any Hazardous Waste (as defined herein), any radioactive waste of any kind, or any of those types of waste excluded from the statutory definition of Solid Waste in Section 40191 of the California Public Resources Code as of the date of execution of this Agreement. Moreover, CONTRACTOR shall have no obligation to accept, collect, handle or dispose of any type of Solid Waste which CONTRACTOR is not required to accept, collect, handle or dispose of under the ordinances of the CITY.

2. DUTIES OF EXCLUSIVE SOLID WASTE HANDLING CONTRACTOR.

During the term of this Agreement, as set forth above (including any extensions thereof), and subject to paragraph 1 above, the CONTRACTOR agrees to faithfully perform the following duties of exclusive Solid Waste handling contractor within the CITY:

(a) The CONTRACTOR shall collect all Acceptable Solid Waste generated within the geographic boundaries of the CITY placed in containers by the generators thereof, as provided by Chapter 8.08 of the Code of the City of Suisun City, at regular intervals of not less than once per week and at such more frequent intervals as may be required from establishments where the quantity of Acceptable Solid Waste generated warrants such more frequent collection.

(b) The CONTRACTOR shall, within a reasonable time, but in no event more than one week after receiving a request therefor, collect all special accumulations of Acceptable Solid Waste produced within the CITY which it cannot practicably collect on its regular collection rounds.

(c) Acceptable Solid Waste to be collected by CONTRACTOR from single-family residential premises shall include, but not be limited to, Yard Waste and recyclable materials, subject to the rules and regulations adopted by the Suisun City Council, attached hereto as Exhibit "A," which is incorporated herein as if fully set forth herein, and which may be amended by the City Council from time to time, but only after review and comment by CONTRACTOR, and only in ways that are consistent with the terms of this Agreement, including, without limitation, the exclusive Solid Waste handling rights of CONTRACTOR. Acceptable Solid Waste collected by CONTRACTOR from commercial, industrial and institutional establishments and multi-family residential premises shall also be subject to the rules and regulations adopted by the Suisun City Council attached hereto as "Exhibit A."

(d) Weekly curbside collection of Acceptable Solid Waste, including, but not limited to, Yard Waste and recyclable materials, shall be made from all single-family residences within the CITY, and billings and collection therefor shall be done by CONTRACTOR and the resident shall remit payment directly to the CONTRACTOR. During the first three (3) years after the Commencement Date and only during that period, the amount of Yard Waste that CONTRACTOR shall collect from each single-family residence in the CITY shall not be limited so long as such Yard Waste is generated at the single-family residence and put out for collection in accordance with the rules set forth in Exhibit A hereto. After the expiration of this initial three (3) year period, CONTRACTOR shall charge an additional fee to pick up Yard Waste that is not containable within the single Yard Waste container provided by CONTRACTOR as part of the STANDARD SERVICE for Residential customers described in Exhibit A hereto. Such additional charges shall be consistent with those set forth for "Optional Service" in Exhibit B hereto.

(e) CONTRACTOR agrees to provide sideyard or backyard collections (at the single-family residence rate now or hereafter established by Suisun City Council action) from any single-family residence with respect to which CONTRACTOR has been furnished a certificate from a duly licensed physician (which must be renewed annually) that all occupants thereof are handicapped to the extent that they are unable to move Acceptable Solid Waste and Yard Waste containers to the curbside.

(f) Acceptable Solid Waste which is not eligible for weekly curbside collection under section 2(d) shall be picked up upon special request by the resident. Such Acceptable Solid Waste shall be collected no later than one week from the date of the request for such service. The billing for said collection of Acceptable Solid Waste shall be made by the CONTRACTOR directly to the resident, and the resident shall remit payment directly to the CONTRACTOR.

(g) CONTRACTOR shall maintain an office with telephone service in the Fairfield/Suisun City service area with a listed telephone number. Said office shall be open during reasonable business hours for the receiving of requests for special service, complaints, and dealings generally with the CONTRACTOR's customers and the CITY.

(h) CONTRACTOR shall conduct all of its operations in a neat, orderly, and sanitary manner, and, in this connection, shall avoid spillage of Acceptable Solid Waste either at the place where it is collected or while it is being transported. The CONTRACTOR shall maintain its equipment used in the performance of this Agreement in neat, clean, and sanitary condition, and shall, so far as reasonably possible, not create any unseemly sights in its operations.

(i) CONTRACTOR shall furnish coupons each year for mailing to each person billed for single, duplex and triplex residential service which shall entitle that person to dispose of household Acceptable Solid Waste at the landfill provided for in paragraph 6 of this Agreement in accordance with mutually agreed upon conditions. CONTRACTOR shall furnish a clear explanation of the quantity and types of household Acceptable Solid Waste eligible for such disposal and any requirements of law regarding packaging or transport of such Acceptable Solid Waste to the landfill, which explanation shall be subject to prior review by CITY. In March 1999, and every March thereafter during which this Agreement is in effect, CONTRACTOR shall provide CITY with adequately substantiated information on whether the actual cost of these disposal days exceeds or is less than the estimated cost of sixty cents (\$0.60) per residential customer per month, which estimated cost is included in the collection rate established by the Suisun City Council Resolution No. 91-62. CITY reserves the right to make reasonable adjustments to the coupon program conditions based upon the actual cost information provided to the CITY by CONTRACTOR.

(j) CONTRACTOR may reuse or recycle Yard Waste in any reasonable manner (including, without limitation, by composting or use in alternative daily cover), but shall not dispose of Yard Waste properly placed out for collection in an appropriate Yard Waste container in a landfill.

3. COMPLIANCE WITH APPLICABLE PROVISIONS OF CITY CODE. In its performance of this Agreement, CONTRACTOR shall comply with all the applicable provisions of the City Code of the CITY as now set forth, or as it may from time-to-time hereafter be amended.

4. DEFINITIONS.

For purposes of this Agreement, the following defined terms shall have the following meanings:

(a) "Acceptable Solid Waste," as used herein, includes each type of Solid Waste which Potrero Hills Landfill is permitted to accept under its permits, including, without limitation, the following permits issued by Solano County: Potrero Hills Landfill's

Conditional Use Permit, Facilities Permit and Marsh Development Permit. For purposes of this Agreement, Yard Waste is one type of Acceptable Solid Waste. "Acceptable Solid Waste" shall not include demolition debris consisting of cement, concrete, asphalt, rock or similar heavy materials and containing only de minimis amounts of other, lighter materials. For this purpose, "de minimis amounts" means quantities that amount to less than five (5) per cent by weight and volume of any given load of material. "Acceptable Solid Waste" does not include any Hazardous Waste, any radioactive waste of any kind, or any of those wastes excluded from the statutory definition of Solid Waste in Section 40191 of the California Public Resources Code as of the date of execution of this Agreement.

(b) "Commencement Date," as used herein, means that date on which the CONTRACTOR first begins providing service pursuant to this Agreement to residential customers within the geographic boundaries of the CITY utilizing Solid Waste and Yard Waste containers provided by CONTRACTOR as contemplated in paragraph 1(A) of Exhibit A hereto. On the Commencement Date, CONTRACTOR shall send a written notice to CITY identifying the Commencement Date. For purposes of this Agreement, the Commencement Date stated in such notice shall be presumed to be the Commencement Date. If the CITY does not object in writing to the date identified in the notice within five (5) business days of receipt of said notice, the date set forth in said notice shall be conclusively presumed to be the Commencement Date.

(c) "Garbage" includes all putrescible solid and semisolid waste, including, without limitation, all kitchen and table food waste, and animal or vegetable waste that attends or results from the storage, preparation, cooking or handling of food stuffs.

(d) "Hazardous Waste" has the meaning set forth in Section 40141 of the California Public Resources Code as of the date of execution of this Agreement.

(e) "Landfill" means a disposal site employing a method of disposing of solid wastes on land without creating nuisances or hazards to public health or safety, by utilizing principles of engineering to confine the wastes to the smallest practical area, to reduce them to the smallest practical volume, and to cover them with a layer of suitable cover material at specific designated intervals.

(f) "Nonhazardous Solid Waste" includes all those wastes as defined by the State Water Resources Control Board in the California Administrative Code, Title 23, Chapter 3, Subchapter 15, Section 2523 as of the date of execution of this Agreement.

(g) "Refuse" includes both garbage and rubbish as defined herein.

(h) "Rubbish" includes all non-putrescible solid and semisolid wastes, including, without limitation, ashes, paper, cardboard, tin cans, other packaging, yard waste, wood, glass, bedding, crockery, plastics, rubber by-products and litter.

(i) "Solid Waste" has the meaning set forth in Section 40191 of the California Public Resources Code as of the date of execution of this Agreement.

(j) "Solid Waste Management Facilities," as used herein, includes, without limitation, the Potrero Hills Landfill and the Solano Recycling Facility upon its completion.

(k) "Unacceptable Solid Waste," as used herein, means all types of waste which are not "Acceptable Solid Waste," as defined above.

(l) "Yard Waste" includes Solid Wastes generated from the maintenance of yards, lawns and gardens, such as grass clippings, leaves, and tree and brush trimmings and prunings.

5. PERFORMANCE BOND.

(a) CONTRACTOR shall provide and maintain in full force and effect at all times during the term of this Agreement either a letter of credit or a faithful performance bond executed by good and sufficient sureties approved by the Suisun City Council in a form acceptable to the Suisun City Council in the amount of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for the faithful performance of all of its obligations hereunder. Acceptance of the form of such letter of credit or bond shall not be unreasonably withheld. If such letter of credit or faithful performance bond at any time ceases to be effective for any reason, CONTRACTOR shall within five (5) business days thereafter either provide a new, effective letter of credit or bond, or substitute cash, securities or other property as provided below.

(b) The CONTRACTOR may, in lieu of such letter of credit or faithful performance bond, substitute cash in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) or securities, or other similar property acceptable to the Suisun City Council, of the reasonable value of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). In the event that the CONTRACTOR elects to avail itself of this right, such cash or securities shall be deposited with the Suisun City Finance Director together with a pledge agreement executed by the CONTRACTOR whereby such cash or other property is pledged as security for the performance by the CONTRACTOR of the material terms hereof. Such pledge agreement shall authorize the CITY to deposit such cash, securities or other property in a bank in the City of Suisun City and shall be subject to the approval of the Suisun City Council. Such approval shall not be unreasonably withheld. Without limiting the generality of the foregoing, it is understood that the terms of such pledge agreement may include provisions for the substitution of security, provisions as to the form in which such security shall be pledged, provisions for procedure in the event of default under this Agreement, provisions for waiver by pledgor of demand for performance and of notice of sale, and provisions as to the manner of conducting a pledge sale. If at any time the reasonable value of such securities or other property becomes less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), then CONTRACTOR shall within five (5) days

thereafter deposit under said pledge agreement additional securities or other property to make up the deficiency.

6. DISPOSAL BY CONTRACTOR. All Acceptable Solid Waste collected by the CONTRACTOR hereunder, other than such recyclable Acceptable Solid Waste as CONTRACTOR recycles, shall be disposed of by the sanitary landfill method or such other method agreed to by the CITY and CONTRACTOR or imposed by the State of California, the federal government, or their respective agents. The landfill used for disposal of such Acceptable Solid Waste collected by CONTRACTOR within the geographic boundaries of the CITY shall be the Potrero Hills Landfill located south of Highway 12, east of the City of Suisun City. CONTRACTOR has entered into a contract with Potrero Hills Landfill, Inc. by which the landfill has agreed to accept for disposal Acceptable Solid Waste delivered to the landfill pursuant to this Agreement.

It is understood and agreed that disposal of Solid Waste collected by CONTRACTOR pursuant to this Agreement shall be in conformance with applicable State, County and CITY laws, regulations and ordinances, and all applicable changes in the law during the extended term of this Agreement shall be complied with.

7. CONTRACTOR RECORDS AND AUDIT REPORT. The CONTRACTOR agrees to maintain full and complete records of all Solid Waste handling services performed by CONTRACTOR within the geographic boundaries of the CITY and of all monies owing and all monies collected therefor, showing the amounts from time-to-time owing and from time-to-time paid by each person receiving such service from the CONTRACTOR within the CITY. Notwithstanding the foregoing, CONTRACTOR shall have no obligation under this Agreement to maintain any such record for more than seven (7) years from the date of its preparation. Such records shall be maintained at CONTRACTOR's office and the CITY, through its agents and representatives, shall have the right to inspect and audit said records from time-to-time at all reasonable times. CONTRACTOR shall furnish CITY annually, on or before the first day of June, a copy of an annual audit report in accordance with generally accepted accounting practices, prepared by a certified public accountant, covering the preceding calendar year.

8. COLLECTION OF CHARGES.

(a) With respect to billing and collection for curbside collection of residential Acceptable Solid Waste, by resolution, the CITY shall approve rates to be charged by CONTRACTOR for such service. In addition, CITY shall cause each tenant, lessee, owner or occupant of a single family residence, or of a unit of a duplex, triplex or quadruplex, to pay to CONTRACTOR, commencing on the date of this Agreement, a "County Solid Waste Fee." Such "County Solid Waste Fee" shall fully reimburse CONTRACTOR for its payment of such fees in connection with its disposal of Acceptable Solid Waste collected and disposed of under this Agreement.

(b) By resolution, the CITY shall require each commercial, industrial and institutional establishment to pay to CONTRACTOR a monthly charge to be based upon the average amount of Acceptable Solid Waste collected from each such establishment by CONTRACTOR as per agreement between CONTRACTOR and each such establishment. Such rates shall be set in accordance with the procedures set forth in paragraph 8(d) of this Agreement and shall be subject to review by the Suisun City Council. By resolution, the CITY shall also require each commercial, industrial and institutional customer to pay to CONTRACTOR a "County Solid Waste Fee" based upon a percentage of the monthly service billed to that customer. (For purposes of this Agreement, all customers who are not "residential" customers under paragraph 8(a) of this Agreement. shall be considered commercial, industrial or institutional customers.)

(c) All rates charged by CONTRACTOR for services provided under this Agreement shall be adjusted annually on each anniversary of the Commencement Date, as described in Exhibit B to this Agreement, entitled "Annual Rate Adjustment of Rates for Acceptable Solid Waste Collection" which is attached hereto and incorporated herein as if fully set forth herein. With respect to any new rate to be set for any new form of service to be provided by CONTRACTOR pursuant to this Agreement which is incident to and necessary for the provision of services expressly covered by this Agreement, CONTRACTOR shall be entitled to charge rates for such service that result in CONTRACTOR having a profit margin on such new service that is comparable to its then-existing profit margin on performance of this Agreement as a whole.

(d) All charges for collection of Acceptable Solid Waste, other than charges for curbside residential collection of Acceptable Solid Waste (which shall be set as provided in paragraph 8(a) above), shall be subject to active supervision by the CITY and made in accordance with rates approved by the Suisun City Council. Absent justification, such rates shall be in line with those rates being charged or about to be charged for similar service in surrounding communities in Solano County, California. Any proposed modification of such rates shall be filed in writing by the CONTRACTOR with the City Clerk. Upon filing, CITY staff with responsibility for Solid Waste handling issues shall review the proposed rates to confirm whether they are in line with the rates being charged or about to be charged for similar service in surrounding communities in Solano County. If the proposed rates substantially exceed the rates being charged or about to be charged for similar service in surrounding communities in Solano County, City staff shall conduct a reasonable investigation (including consultation with CONTRACTOR) to determine whether there is a justification for the higher proposed rate. CITY staff shall make their findings relating to the proposed rates available to each member of the Suisun City Council and to the CONTRACTOR. CONTRACTOR, upon receipt of the findings of the CITY staff, may provide such other information as it deems relevant to justifying the proposed rates. If no action is taken by the City Council within thirty (30) calendar days from the date of the filing of such proposed rates to disapprove or modify the proposed rates, they shall be deemed approved by the Suisun City Council.

(e) With respect to any responsibility of CONTRACTOR for billing and collection, CONTRACTOR shall at all times use due diligence to collect all lawful charges for collection of Acceptable Solid Waste within the geographic boundaries of the CITY; provided, however, that the CONTRACTOR shall not be required to exhaust all legal means for such collection where, in the exercise of its sound discretion, CONTRACTOR deems such efforts impracticable or otherwise undesirable, and the CONTRACTOR, where the procedure appears desirable in the exercise of sound business judgment by reason of the financial condition of the customer, or by reason of a *bona fide* dispute as to the amount payable by the customer (but not for any other reason), is authorized to compromise all claims relating to fees and charges for collection of Acceptable Solid Waste.

(f) All billing for waste collection shall be made by the CONTRACTOR. All charges shall become delinquent ninety (90) calendar days after the billing date. If the bill remains unpaid after the billing due date, the CONTRACTOR shall be entitled to a late charge as approved by resolution by the City Council. CONTRACTOR shall provide notice of the late charge on the subsequent bill. Any delinquent accounts may be subject to lien process. If a bill becomes delinquent, CONTRACTOR may send a notice of delinquency to the owner. The form and content of the delinquency notice sent by the CONTRACTOR shall be approved by the CITY. The CONTRACTOR shall simultaneously file with the CITY a formal written notice stating that such delinquency notice has been sent to such recipient and owner and the date upon which notice was sent. Should the bill remain unpaid at the expiration of fifteen (15) calendar days following the delinquency notification, the CONTRACTOR may assign said bill to the CITY for lien proceedings. Once the bill is assigned to the CITY for lien proceedings, as part of the lien proceedings an administrative fee shall also be assessed. Upon the CITY's receipt of the assignment from the CONTRACTOR and at the convenience of the CITY (but at least once every six (6) calendar months), the CITY may initiate proceedings complying with Government Code Sections 38790.1 and 25831 to create a lien on the real property to which the waste collection has been rendered. The lien shall be officially recorded in the County Recorder's office. The lien may carry such additional administrative charges as set forth by City Council resolution. The owner shall be notified by the CITY that the late charges and administrative charges are due the CITY and that such lien has been recorded.

9. CONTRACT FEE: CITY DISPOSAL RIGHTS.

(a) The CONTRACTOR shall pay monthly to the CITY for CONTRACTOR's exclusive rights under this Agreement a sum equal to EIGHT PERCENT (8%) of its gross receipts from all Acceptable Solid Waste collections made by the CONTRACTOR within the geographic boundaries of the CITY. In addition, in the period after the first anniversary of the Commencement Date, CONTRACTOR shall pay monthly to the CITY for CONTRACTOR's exclusive rights under this Agreement a community improvement fee equal to TWO PERCENT (2%) of its gross receipts from all Acceptable Solid Waste collections made by the CONTRACTOR within the geographic boundaries of the CITY. "Gross receipts," as used in the preceding sentence, refers to all sums collected by CONTRACTOR for collection of Acceptable Solid Waste and Yard Waste without any

deduction, but does not include receipts from the operation of any recycling program (including, without limitation, the citywide curbside recycling program), or any governmental taxes, fees, assessments or other charges (including, without limitation, any such fees, assessments or charges relating to AB 939, any mitigation fees, assessments or charges, or any local enforcement agency fees, assessments or charges, whether in effect at the time of execution of this Agreement or subsequently enacted or imposed).

(b) CONTRACTOR shall furnish and maintain a 20-yard Solid Waste container in CITY's Corporation Yard solely for collection of Acceptable Solid Waste, at a location acceptable to CITY, and shall empty the same twice per week free of charge, provided CITY shall not dispose of any Unacceptable Solid Waste or any demolition or construction wastes in said container. CONTRACTOR shall empty said container any additional times required by CITY for a charge of \$10.00 per cubic yard of material contained therein. Over the course of performance of this Agreement, should it prove that this 20-yard container for collection of Acceptable Solid Waste routinely requires emptying more than twice per week, CONTRACTOR shall increase the number of free pickups per week for this container to three per week.

(c) CITY shall have the privilege of dumping Acceptable Solid Waste not requiring special handling, produced by regular municipal operations, and collected by municipal employees on municipally owned property and placed in designated company-provided containers, in the landfill provided by CONTRACTOR pursuant to paragraph 6 of this Agreement without any charge being made to CITY. With respect to such Acceptable Solid Waste as is subject to the privilege set forth in this subparagraph 9(c), CONTRACTOR agrees to pay all landfill disposal charges on behalf of the CITY for dumping of such municipal Acceptable Solid Waste as is delivered to the landfill.

(d) CITY shall have the privilege of depositing Yard Waste not requiring special handling, generated by regular municipal operations (for example, tree trimming programs), and collected by municipal employees at a composting facility operated by CONTRACTOR without any charge being made to CITY. Such deposits of Yard Waste may not contain any Unacceptable Solid Waste, Hazardous Waste, Solid Waste requiring special handling other than composting, or any other Solid Waste not included within the definition of Yard Waste.

(e) The privileges of the CITY concerning disposal of Acceptable Solid Waste which are set forth in this paragraph 9, shall not extend to any Solid Waste generated as a result of dredging or similar operations, or to any construction or demolition debris generated as a result of redevelopment efforts by the CITY or any agency or instrumentality thereof. For purposes of this paragraph, "special handling" includes any handling that differs from that provided for the bulk of the Acceptable Solid Waste disposed of at the landfill by CONTRACTOR and includes, without limitation, any handling required because of the high moisture content of the Acceptable Solid Waste. CONTRACTOR shall furnish to CITY a list of wastes requiring special handling and CONTRACTOR shall update this list on an annual basis; however, this list shall be for informational purposes only. The presence or

absence of a waste on this list shall not be dispositive of whether it in fact requires special handling and is subject to the privilege set forth in this paragraph.

10. INSURANCE REQUIREMENTS. During the term of this Agreement, CONTRACTOR shall obtain and maintain in full force and effect at its own cost and expense the following insurance coverage:

(a) Such Worker's Compensation insurance as is required under the Worker's Compensation Insurance and Safety Act shall be provided covering employees of CONTRACTOR in connection with the performance of this Agreement. Such insurance shall relieve CITY from all responsibility to provide any such insurance for any employee of CONTRACTOR.

(b) Automobile liability insurance, including comprehensive form, in an amount of not less than THREE MILLION DOLLARS (\$3,000,000.00) per occurrence and in the aggregate.

(c) General liability insurance, including comprehensive form, contractual, personal injury, products/completed operations, and broad form property damage coverage in an amount of not less than THREE MILLION DOLLARS (\$3,000,000.00) per occurrence and in the aggregate.

(d) The insurance policy or policies to be provided under subparagraphs (a) and (c) of this paragraph 10, shall identify the CITY, its officers, agents and employees as additional insureds, and the policy or policies shall state that this insurance shall operate as primary insurance. If the coverage limits set forth in this paragraph 10 are not reasonably obtainable at commercially reasonable rates through the insurance markets, the City Manager shall meet and discuss with the CONTRACTOR its inability to obtain such coverage, and shall, to the extent necessary, temporarily adjust the coverage requirements to conform to industry standards taking into consideration CONTRACTOR's demonstration that it is responsibly conducting its business and that the coverage limits are not reasonably available at commercially reasonable rates. In no case, however, shall the insurance required in subparagraphs (b) and (c) above be any less than ONE MILLION DOLLARS (\$1,000,000.00) during the temporary period when the full coverage limits are not available at commercially reasonable rates.

11. TERMINATION FOR SUBSTANTIAL CESSATION OF OPERATIONS. In the event of any substantial cessation of Acceptable Solid Waste collection operations required by this Agreement for a period of two (2) collection days or more, then, at the sole and exclusive option of the City Manager of CITY, upon presentation to the CONTRACTOR of a written demand for performance and 48-hours advance written notice to CONTRACTOR of the CITY's intended action, the CITY may take whatever reasonable action within the scope of its police powers it deems necessary to protect the public health, safety, or welfare, and the CONTRACTOR shall not be entitled to any monetary damages resulting from such reasonable action.

In the event such substantial cessation of Acceptable Solid Waste collection operations required by this Agreement exceeds ten (10) collection days, then, at the option of the Suisun City Council, after presentation to the CONTRACTOR of a written demand for performance and 72-hours advance written notice of the CITY's intention to terminate this Agreement, all rights of the CONTRACTOR hereunder (except those expressly stated to survive termination of this Agreement) and this Agreement may be terminated, and the CONTRACTOR shall not be entitled to any monetary damages resulting from any such termination. This right of termination may not be exercised when such cessation is due to war, insurrection, riots, floods, earthquakes, fires, acts of God, acts of a public enemy, epidemics, quarantine restrictions, events referenced in paragraph 22 of this Agreement, or other events that are beyond the reasonable control of the CONTRACTOR.

12. CONTRACTOR DEFAULT; CONTRACT TERMINATION. In the event that the CONTRACTOR defaults in the payment of any monies owing hereunder, or in the performance of any of the other material provisions of this Agreement (other than a substantial cessation of operations as provided for in paragraph 11 of this Agreement), then the CITY may give the CONTRACTOR written notice of such default and such notice shall be deemed given if delivered to the CONTRACTOR at the CONTRACTOR's office as provided herein. If the CONTRACTOR has not cured such default within ten (10) calendar days after such notice is delivered to CONTRACTOR, then, at the option of CITY and without further notice or demand, all rights of the CONTRACTOR hereunder (except those expressly stated to survive termination of this Agreement) shall immediately cease and terminate. Also, if such default is of a recurring nature and the CONTRACTOR suffers, or permits a similar default to recur within one (1) year after said notice is given, then at the option of the CITY and, upon 48-hours written notice to CONTRACTOR, all rights of CONTRACTOR hereunder (except those expressly stated to survive termination of this Agreement) shall immediately cease and terminate.

13. TERMINATION: EFFECT ON CONTRACTOR OBLIGATIONS. It is understood and agreed that termination of this Agreement by the CITY, if accomplished in conformity with paragraphs 11 and 12 of this Agreement, shall not affect any obligations of the CONTRACTOR to pay sums then owing to the CITY under this Agreement, either on account of monthly payments herein provided for or otherwise. It is also understood and agreed that termination of this Agreement by the CONTRACTOR shall not affect any obligations of the CITY or CONTRACTOR's customers within the CITY to pay any sums then owing to the CONTRACTOR.

14. CITY RIGHT TO AMEND CODE; CONTRACTOR RIGHT TO TERMINATE. It is understood that this Agreement shall not prevent the CITY from amending Chapter 8.08 of the Suisun City Code, or from adopting any lawful amendments, rules and regulations concerning the collection and disposal of Solid Waste within the CITY which are desirable from the standpoint of public health, safety, or welfare, and that such amendments, rules, and regulations from time-to-time may include, among other things, changes in the rates to be charged pursuant to said Code. If any such change in the law has a substantial adverse effect upon the operations of the CONTRACTOR, then at the sole and

exclusive option of the CONTRACTOR, within six (6) months after such change becomes effective, and upon one (1) month's written notice to the CITY, the CONTRACTOR may terminate this Agreement; provided further, that in no event shall CONTRACTOR be entitled to any monetary damages resulting solely from the amendment of Chapter 8.08 of the Suisun City Code. It is understood and agreed, however, that no amendment of the City Code or other promulgation, enactment or issuance by the CITY of rules or regulations relating to Solid Waste shall impair the exclusive rights of the CONTRACTOR hereunder to engage in the collection, transportation and disposal of Acceptable Solid Waste.

15. ASSIGNMENT OF AGREEMENT. The CONTRACTOR shall not assign or transfer this Agreement, or its rights, duties and obligations hereunder, or any portion thereof, unless the written consent of the City Manager is first obtained. Notwithstanding the foregoing, the CITY shall not unreasonably withhold its consent to a proposed assignment or transfer of rights of CONTRACTOR under this Agreement.

16. RIGHT OF REASONABLE INSPECTION. The CITY shall have the right from time-to-time at reasonable times to conduct reasonable inspections of the equipment and landfill utilized by the CONTRACTOR in its performance of this Agreement.

17. AUTHORITY. It is understood by the Parties that, except insofar as this Agreement expressly provides to the contrary, the Suisun City Council, or any representative duly authorized by it, is authorized and empowered to take all action to be taken hereunder by the CITY and to exercise any or all of the rights of the CITY hereunder.

18. TIME OF THE ESSENCE. Time shall be of the essence in connection with this Agreement, and no waiver by the CITY or CONTRACTOR, or any failure by the CONTRACTOR or CITY to perform any of the provisions hereof, or of any other breach hereof by the CONTRACTOR or CITY, shall constitute a waiver of any subsequent or continuing failure to perform or breach, or a waiver of any other provision hereof.

19. TERMINATION BY CITY; OPTION OF CONTINUATION OF SERVICE. Upon any termination of this Agreement by the CITY in conformity with the provisions of this Agreement, the CITY shall have the right to require the CONTRACTOR to continue its performance of Acceptable Solid Waste handling services under this Agreement for a period of up to sixty (60) calendar days, and CONTRACTOR shall be paid for such services during that period of continued service at the rates in effect immediately preceding the termination, unless a proposed rate increase was pending at the time of termination. In that event, if the proposed rate increase is justified, that justified proposed rate submitted in the rate application shall be applied to determine CONTRACTOR's compensation during the period of continued service; it being further understood and agreed that the continuation of such services by the CONTRACTOR after a termination of this Agreement by the CITY for the aforesaid period of sixty (60) calendar days does not in any way waive the termination of this Agreement.

20. CITY OPTION TO TERMINATE IF VIOLATION OF PLAN OR MANDATE. CITY shall have the option of terminating this Agreement should any regional, state, or federal agency action determine or define that this Agreement is in violation of any regional, state, or federal plan or legal mandate for Solid Waste management, such as any plan or legal mandate required by AB 939, the California Integrated Waste Management Act of 1989 and any amendments thereto. Said option to terminate shall be exercised only if CONTRACTOR is unwilling or unable to consent to appropriate amendments of this Agreement that would bring it into compliance with any such plan or legal mandate within a reasonable time. Should the CITY at any time determine that any such violation exists, the CITY shall promptly notify the CONTRACTOR in writing of its determination, providing specific information concerning the violation(s) at issue and specific proposals for any amendment(s) of this Agreement that the CITY believes would bring this Agreement into compliance. To the extent it is lawful to do so, the CITY shall allow CONTRACTOR a reasonable time to respond to said notice and proposals and to negotiate with the CITY concerning such proposals; and, it is agreed that for this purpose a reasonable time would be not less than one (1) calendar year. Both the CITY and the CONTRACTOR agree to negotiate in good faith in an attempt to agree upon reasonable amendments that would bring this Agreement into compliance and agree to do all things reasonably necessary to facilitate and document any such amendments. Should the CONTRACTOR and the CITY be unable to come to an agreement upon reasonable amendments that would bring this Agreement into compliance, the CONTRACTOR shall have the option of treating the alleged lack of compliance as the equivalent of an amendment of the City Code which has a substantial adverse effect upon the operations of the CONTRACTOR and shall have all such rights relating to termination as are provided in paragraph 14 of this Agreement. If either party chooses to challenge the propriety or lawfulness of such agency action by any lawful means, the other party shall provide such lawful and reasonable cooperation as is reasonably necessary to allow such legal challenge to proceed; however, all costs, fees and expenses incurred in challenging the agency action shall be borne solely by the party undertaking said challenge.

21. CONTRACTOR INDEMNIFICATION.

(a) CONTRACTOR shall indemnify, hold harmless, and assume defense of, in any actions at law or in equity, the CITY, its elected officials, officers, employees, and elective and appointive boards from and against any liability for property damage and/or bodily injury (including death) arising from the operations of CONTRACTOR or its agents under this Agreement, but CONTRACTOR shall have no obligation to indemnify or defend the CITY with respect to any liability resulting from the CITY's own acts or omissions, nor shall CONTRACTOR have any obligation to indemnify the CITY for any award of punitive damages entered against the CITY.

(b) Notwithstanding subparagraph 21(a) of this Agreement, CONTRACTOR shall also indemnify the CITY, its elected officials, officers, employees, and elective and appointive boards, from and against any liability, claims, suits, actions, damages, and/or causes of action (hereinafter referred to collectively as "Claims") arising

with respect to collection and disposal of Solid Waste collected by CONTRACTOR hereunder including, without limitation, any Claims relating to any repair, cleanup, or detoxification, or preparation and implementation of any removal, remedial action, response, closure or post-closure plan concerning the presence of Hazardous Waste at any location where CONTRACTOR processes, stores and/or disposes of Solid Waste collected by CONTRACTOR pursuant to this Agreement. This indemnification indemnifies the CITY against any and all Claims for damage to third persons arising as a result of or in connection with the handling of Solid Waste by CONTRACTOR and any such Claim for damage to third persons resulting from Solid Waste collected hereunder and disposed of in a landfill or otherwise. This indemnification shall not apply to any Claims arising with respect to Unacceptable Solid Waste which is knowingly or recklessly disposed of by the CITY, and shall not apply to any Claims arising with respect to Unacceptable Solid Waste disposed of by any other person or entity to the extent that the CITY had actual knowledge that such person or entity was disposing of Unacceptable Solid Waste and failed to take reasonable action within the scope of its existing powers to prevent such disposal of Unacceptable Solid Waste.

(c) CONTRACTOR shall also indemnify the CITY against all attorney's fees, court costs, litigation expenses, expert witness fees, consulting fees and other expenses that arise in connection with the defense of a Claim which CONTRACTOR is obligated to defend as aforesaid. CONTRACTOR shall have the right to select counsel of its choice to represent the CITY in any action in which the CITY is provided a defense, subject to the approval of the CITY, which approval shall not unreasonably be withheld. In the absence of a legal conflict of interest precluding such representation, CONTRACTOR may have the same law firm that represents CONTRACTOR represent the CITY with respect to a Claim hereunder.

(d) Acceptance of insurance certificates required under this Agreement does not relieve CONTRACTOR from liability under this paragraph 21. The obligations set forth in this paragraph 21 shall apply whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages and shall survive the termination of this Agreement in conformity with the provisions of this Agreement.

(e) It is agreed and acknowledged that this paragraph shall not apply to any liability, claim, suit, action, damages or cause of action arising out of or otherwise relating to any contractual or regulatory dispute involving the CITY and CONTRACTOR, except to the extent such dispute has arisen in connection with an event involving property damage or bodily injury to a third party. To the extent such a dispute does arise in connection with an event involving property damage or bodily injury to a third party, CONTRACTOR's obligation to indemnify the CITY and hold it harmless shall extend only to the claims asserted against the CITY by such third party.

22. YEAR 2000 PROBLEMS. The Parties are aware that there is a possibility that because of the change in year designations from numbers commencing with "19" to numbers commencing with "20" that will take place in connection with the date change from

1999 A.D. to 2000 A.D., certain computer software, microprocessors and other instrumentalities may experience problems arising from an inability to recognize year designations beyond 1999 or to perform certain calculations, recordations or other operations involving dates beyond 1999. Such problems could potentially affect various systems and devices that the Parties will be utilizing in their performance under this Agreement, or create other problems that could affect the Parties' abilities to perform their respective obligations under this Agreement. The Parties agree and acknowledge that neither has specialized expertise in this area and that, in their performance under this Agreement, they both must rely upon systems and devices supplied by third parties. The Parties agree that should any such problems arise, they will cooperate to minimize any damage or loss of any kind caused by such problems which relates to this Agreement. Among other things, the Parties agree to cooperate to reconstitute and/or confirm the accuracy and completeness of any billing, accounting or service records relating in any way to the services provided under this Agreement that have been lost or otherwise adversely affected by such a problem. The Parties also agree that any failure of timely performance that appears to have been caused by any such problem shall not constitute a breach of this Agreement giving rise to a right to terminate this Agreement, unless the party failing to perform for this reason also fails to take reasonable and timely action to remedy the problem once it has arisen and the cause has become manifest. To the extent that either of the Parties is damaged or suffers any loss relating to this Agreement as a result of such a problem, the Parties agree to cooperate to obtain compensation from any third party or parties who may be liable to either of the Parties for having caused such damage or loss, and to obtain any insurance benefits that may be available to either of the Parties for any such damage or loss.

23. CONTRACT AMENDMENTS OR REVISIONS. At least one (1) calendar year before the anticipated expiration of this Agreement, the parties shall consult concerning the possibility of extending the duration of this Agreement (or otherwise renewing it) or entering into a new agreement concerning the collection and disposal of Acceptable Solid Waste. In the course of such consultation, the CITY shall provide CONTRACTOR with information concerning any changes to this Agreement that would be desired by the CITY if the Agreement were to be extended or renewed. CONTRACTOR shall respond to such information, advising the CITY of the extent to which it would be agreeable to such changes and of any changes to the contractual relationship that the CONTRACTOR believes would be necessary or desirable.

24. NOTICES. All notices to CONTRACTOR to be given hereunder shall be deemed delivered upon deposit, with proper postage prepaid, in the U.S. Mail to:

Solano Garbage Co., Inc.
P.O. Box B
2901 Industrial Court
Fairfield, CA 94533

and

Philip A. O'Connell, Jr.
Sonnenschein Nath & Rosenthal
685 Market Street
Suite 600
San Francisco, CA 94105

All notices to the CITY to be given hereunder shall be deemed delivered upon deposit, with proper postage prepaid, in the U.S. Mail to:

City Manager
City of Suisun City
701 Civic Center Blvd.
Suisun City, CA 94585

With respect to any notice that may be provided less than ten (10) business days in advance of any action or event referred to herein, in addition to providing written notice by U.S. Mail as described above, the party providing notice shall also provide such written notice by facsimile or hand delivery in a manner reasonably calculated to bring the notice to the prompt attention of the management of and attorneys for the other party.

25. NO ORAL MODIFICATION. This Agreement cannot be altered, amended, or modified in any respect, except by a writing duly executed by the Parties.

26. CALIFORNIA LAW APPLIES. CITY and CONTRACTOR understand and agree that this Agreement shall be construed under and interpreted in accordance with the laws of the State of California applicable to contracts between California domiciliaries which are to be performed wholly within the State of California.

27. HEADINGS. The headings in this Agreement are descriptive only, and do not constitute any portion of the terms of this Agreement.

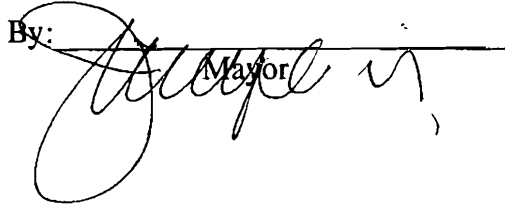
28. OTHER NECESSARY ACTIONS. Each party hereby agrees to take such other action as may be reasonably required to effectuate any of the agreements provided herein, or to carry out the obligations expressed herein, including without limitation, executing any documents reasonably necessary for such purpose.

29. SEVERABILITY. In the event that one or more of the provisions herein shall for any reason be held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable, provided, however, that this Agreement, as so revised, remains consistent with the Parties' original intent.


30. SUPERSESSON. This Agreement shall supersede that certain agreement dated June 25, 1991.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF SUISUN CITY,
a municipal corporation

By: 
Mayor

ATTEST:


City Clerk

SOLANO GARBAGE COMPANY,

By: 

Attachments:

Exhibit A Rules and Regulations of Garbage Collection

Exhibit B Annual Rate Adjustment Of Rates For Acceptable Solid Waste Collection

EXHIBIT A

RULES FOR SOLID WASTE COLLECTION

1. STANDARD SERVICE

A. Residential - All residences are required to have solid waste collection service. Standard service shall consist of one cart for solid waste (with capacity of approximately 96 gallons) and one container for yard waste (with capacity of approximately 96 gallons). (These carts shall be similar to "toters" and shall all be similar in general appearance.) Both containers shall be provided by Solano Garbage Company, and shall be emptied by Solano Garbage Company on a weekly basis. Additional containers are available from Solano Garbage Company on a subscription basis for an additional fee. Containers must be placed out by 6:00 a.m. on collection day and empty containers must be removed by the customer out of public view by 8:00 a.m. the following day. Collection will not necessarily be at the same time on collection day each week. Collection shall continue through the holidays on regular collection days, except Thanksgiving, Christmas, and New Year's Day. The collections on the listed holidays shall be made on the day following the holiday. This will make the balance of the pickups one day late, ending these holiday weeks with Friday's collections being made on Saturday.

B. Each owner of a multiple-family residential unit is required to subscribe to solid waste collection service sufficient to allow for disposal of at least 60 gallons by volume of solid waste per week by each unit within the multiple-family residential unit. The definition of "multiple-family residential unit" is three or more residential units in a common building.

C. Commercial, Industrial and Institutional. - All commercial, industrial and institutional establishments are required to have solid waste collection service. Each owner of each parcel of real estate at which any commercial, industrial or institutional activity of any kind is conducted shall subscribe to and pay for solid waste collection service. To the extent the owner contends that the parcel is vacant and no activity of any kind is being conducted there, the owner shall have the burden of establishing this and of providing timely notice to Solano Garbage Company of such vacancy. Each such owner shall provide and keep receptacles of an adequate size and in sufficient numbers to contain, without overflowing, all the solid wastes

generated at that owner's parcel of real estate within the designated removal period.

Failure to comply with any part of this section 1 shall result in having the matter referred to the Solano County Department of Environmental Health and/or the City of Suisun City for appropriate action.

2. CONTAINERS

A. Residential customers shall be provided one container for solid waste and one container for yard waste. Additional containers are available through Solano Garbage Company on a subscription basis for an additional fee. Only containers provided by Solano Garbage Company are acceptable. The weight of the container when filled shall not exceed the allowable limit indicated on the container. Solano Garbage Company also provides dumpsters, debris boxes and compactors.

B. Containers not acceptable for commercial, industrial and institutional solid waste collection:

- 1) Plastic bags.
- 2) Cardboard barrels of any size or type.
- 3) Steel drums.
- 4) Large boxes over 32 gallons in volume or weighing more than 50 pounds.
- 5) Cans with no handles or without tight fitting lids.

Solano Garbage Company shall provide all containers for commercial, industrial and institutional solid waste collection including, but not limited to, dumpsters, debris boxes and compactors.

3. YARD WASTE

All yard waste, which includes solid wastes generated from the maintenance of yards, lawns and gardens, such as grass clippings, leaves, and tree and brush trimmings and prunings, must fit into the yard waste containers provided by Solano Garbage Company. The standard yard waste service for residences shall consist of one container. However, to facilitate adjustment to the new collection system, during the first three (3) years of the new system's operation, for those residences requiring it, Solano Garbage Company shall collect all additional yard waste generated at that residence provided that such additional yard waste is placed in reasonable receptacles (other than plastic bags) or properly bundled and is set out for collection along with the yard waste container for weekly collection. Additional yard waste containers may be rented from Solano Garbage Company.

4. UNACCEPTABLE ITEMS:

A. Items not acceptable for residential solid waste collection:

- 1) Any hazardous wastes of any kind.
- 2) Hot ashes, petroleum products (such as oil, gasoline and similar substances), sod, metal, dirt, rocks, cement, liquids, batteries, tires, appliances, furniture, lumber and similar materials.
- 3) Commercial, industrial and institutional wastes and industrial solid wastes in residential containers.
- 4) Ordnance or other explosive material.

B. Items not acceptable for commercial, industrial and institutional solid waste collection:

- 1) Solid waste in plastic bags.
- 2) Any hazardous wastes of any kind.
- 3) Hot ashes, petroleum products (such as oil, gasoline and similar substances), liquids, batteries, tires, and similar materials.
- 4) Ordnance or other explosive material.

5. COLLECTION DAY

Residents are required to place the containers provided by Solano Garbage Company in the street on collection day with the wheels up against the curb by no later than 6:00 a.m. If the customer's solid waste is not put out on the collection day, then the customer has the option of waiting until the next week for pickup, or of calling the office of Solano Garbage Company and asking for a "call back." Such a call back shall be subject to an additional charge.

6. SPECIAL PICKUP

Arrangements may be made by calling Solano Garbage Company for special pick up of solid wastes. Upon request, Solano Garbage Company will estimate the cost of such special service according to rates on file with the City.

7. DISABLED SERVICE

For disabled persons living alone, who are unable to move their containers, special arrangements may be made with Solano Garbage Company. A doctor's certificate, renewed annually, is required to document the disability.

The office of Solano Garbage Company is:

Solano Garbage Company
2901 Industrial Court
Fairfield, California 94533
#(707) 422-4244

4139523.05F

EXHIBIT B

ANNUAL RATE ADJUSTMENT OF RATES FOR ACCEPTABLE SOLID WASTE COLLECTION

As of the Commencement Date of this Agreement, the monthly rates to be charged by CONTRACTOR for residential service provided within the geographic boundaries of the CITY shall be as follows:

Standard Service: \$15.40 for solid waste and yard waste service

Optional Service:

- Additional Solid Waste Container On Annual Basis: \$7.00 per month for each additional solid waste container.
- Additional Solid Waste Container On Seasonal or Month-To-Month Basis: \$11.00 per month of each additional solid waste container
- \$4.00 for each additional yard waste container

During the term of this Agreement, on each anniversary of the Commencement Date, all rates for residential collection by CONTRACTOR of Acceptable Solid Waste and Yard Waste within the geographic boundaries of the CITY shall be adjusted in accordance with the following formula:

- (1) Compute the percentage change in the San Francisco-Oakland Metropolitan Area Consumer Price Index for All Urban Consumers (CPI-U) for the preceding year for the most current published month from the anniversary date. (Consistently use the same month thereafter.)
- (2) Add 2% to this adjustment factor computed in subdivision (1) above.
- (3) Adjust the rate previously established according to this section by the adjustment factor calculated pursuant to subdivision (1) as further adjusted pursuant to subdivision (2), the rate to be rounded off to the nearest \$.05.

Rate increases in accordance with this formula shall be implemented effective on each of the first five anniversaries of the Commencement Date (i.e. in the years 1999, 2000, 2001, 2002 and 2003). With respect to annual rate adjustments that are to occur on each anniversary of the Commencement Date during the remaining term of this Agreement, commencing with the anniversary date occurring in 2004 (i.e. in the years of 2004, 2005, 2006, 2007 and 2008), such annual rate adjustments shall be made by

making the same computations set forth above, but the two percent (2%) set forth in subdivision (2) above shall no longer be added.

\Throughout the term of this Agreement, all fees and charges relating to governmentally mandated costs (e.g. County Solid Waste Fee collected by CONTRACTOR, landfill-related environmental cleanup, removal and response costs, etc.) shall be adjusted separately based on the then-current amount of governmentally mandated costs at issue. It is understood and agreed that the CONTRACTOR is acting as an agent to ensure collection and payment of such fees and charges, and any changes in such fees and charges are not intended to alter the compensation to be received by CONTRACTOR for any services CONTRACTOR provides pursuant to this Agreement.

As of the Commencement Date, the County Solid Waste Fee to be charged by CONTRACTOR for residential service provided within the geographic boundaries of the CITY shall be as follows:

\$0.36 per residence per month

4159174.07F

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

5
6

7
8

9

10
11

12

13
14

15
16

17

18

20

19

20
21

22

23

24
25

