



City of Emeryville  
CALIFORNIA

# Performance and Billing Review



March 6, 2019



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March 6, 2019

Ms. Nancy Humphrey  
Environmental Programs Supervisor  
City of Emeryville  
1333 Park Avenue  
Emeryville, CA 94608

**Subject: Performance and Billing Review**

Dear Ms. Humphrey:

We have completed our performance and billing review of Waste Management of Alameda County, Inc. (WMAC), the solid waste hauler for the City of Emeryville (City). Our findings are documented in the enclosed report.

\* \* \* \*

We are pleased to have had the opportunity to assist the City with this review, and would like to thank you for your support during the project. We would also like to acknowledge the cooperation and support by WMAC Staff.

If you have any questions, please call me directly at (925) 977-6961.

Sincerely,

HF&H CONSULTANTS, LLC



Marva M. Sheehan, CPA  
Vice President

*This document is formatted for double-sided printing to conserve resources*



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## ATTACHMENTS

- Attachment A. WMAC Certificate of Insurance
- Attachment B. WMAC Collection Equipment Listing
- Attachment C. RRI Review Memorandum

## EXECUTIVE SUMMARY

### Overview

Waste Management of Alameda County, Inc. (WMAC) provides exclusive collection services to City of Emeryville's (City) residents and businesses under the terms of a franchise agreement scheduled to terminate on December 31, 2020 (Agreement). Such solid waste agreements are commonly one of the largest individual municipal contracts for many cities. The Agreement with WMAC provides the City with approximately \$1.2 million per year in revenue in the form of a franchise fee.

The Agreement with WMAC provides for an Annual Performance and Billing Review at the City's discretion. As the Agreement is reaching the end of its initial term, the City wished to begin considering its future options and notified WMAC of its intent to conduct a review.

City staff has expressed that its residents and businesses have received more than adequate service from WMAC. In notifying WMAC of the review, the City's intent was to assess WMAC's current performance and operations. The Annual Performance and Billing Review focused on verifying four areas of the Agreement, which are of importance to the City. These four areas included:

1. Verifying the accuracy of customer charges and billing rates
2. Verifying the accuracy of franchise and other fees
3. Verifying reporting and performance standards are in compliance with the Agreement
4. Verifying disposal tons meet diversion performance standards.

### Key Findings

1. In reviewing the franchise and other fees, it was discovered that WMAC had not been including customer receipts received from inter-company transactions in its franchise fee calculation. Subsequent to WMAC's review of our initial findings, it self-reported total under payments for the length of the Agreement (2011 – 2018) are approximately \$8,700 in additional fees due to the City.
2. The Agreement requires the use of CNG or LNG fueled vehicles. In reviewing the equipment listing provided by WMAC, we noted inconsistencies in the number and type of vehicles that WMAC operates in the City.
3. WMAC implemented a new allocation methodology in 2016 to allocate commercial tonnages collected on routes that cross boundaries with other jurisdictions including Oakland. The result of the change in allocation methodology resulted in an increase of recycling and organics tonnages allocated to the City.
4. WMAC had not maintained the level of insurance coverage required since the inception of the Agreement. We understand that the City and WMAC are in the process of resolving this issue.

Additional findings that were not significant are included throughout the report with recommendations for City and WMAC to improve administrative oversight, communications, and reporting requirements.

WMAC has reviewed the findings with the City staff and has agreed to implement recommendations and improvements as outlined in the report.

## **SECTION I: BACKGROUND, OBJECTIVES, AND SCOPE OF WORK**

### **Background**

The City of Emeryville (City) entered into a collection service agreement (Agreement) with Waste Management of Alameda County Inc. (WMAC) that commenced on February 1, 2011 and expires on December 31, 2020. Section 17.3 of the Agreement provides for hauler-funded performance reviews to ensure compliance with the terms of the Agreement.

The City requested HF&H Consultants (HF&H) conduct a review to ensure that WMAC is complying with selected terms and conditions of the Agreement.

### **Review Objectives**

The review objectives were designed to determine WMAC's compliance with specific requirements of the Agreement. The review period is for the two contract years ending June 30, 2018, unless otherwise noted.

The specific objectives are listed below and were to verify WMAC:

1. Accurately paid City fees.
2. Accurately billed customers.
3. Accurately reported customers within the City.
4. Accurately submitted annual reports to the City.
5. Complied with insurance requirements in the Agreement.
6. Properly maintained equipment used in the City according to the Agreement.
7. Properly calculated its rate adjustment (RRI).
8. Complied with the notice of cancelation requirements per the Agreement.
9. Complied with customer service standards including:
  - Record of Non-collection;
  - Customer call center standards; and,
  - Customer complaint tracking and resolution.
10. Complied with the construction and demolition debris (C&D) reporting requirements as required in the Agreement.

Additionally, we:

11. Reviewed single family and multi-family bulky goods participation trends.
12. Reviewed Public Education Materials for compliance with the Agreement.

### **Scope of Work**

In order to achieve the study objectives, HF&H performed the following tasks:

1. Prepared for and attended kick-off meeting with the City.
2. Prepared requests for information for WMAC and the City in order to complete the review.

3. Reviewed franchise fee summary reports for two years ended June 30, 2018, and detailed review of March 2018 franchise fee payment.
4. Verified accuracy of customer invoices for five residential accounts, ten commercial accounts and ten multi-family accounts for accuracy.
5. Verified accuracy of customer address database to ensure customers are properly coded to the City.
6. Reviewed annual reports from WMAC to ensure compliance with annual reporting requirements contained in the Agreement.
7. Verified insurance requirements are in compliance with the Agreement.
8. Verified equipment is using the correct fuel type and properly maintained for operation in the City.
9. Verified WMAC's annual RRI adjustment was correctly calculated.
10. Verified WMAC's delinquent customers noticing procedures are in compliance with the Agreement.
11. Reviewed customer service standards to verify compliance with the Agreement for record of non-collection, call center standard, and customer complaint resolution.
12. Reviewed C&D reporting to verify compliance with diversion standards contained in the Agreement.
13. Reviewed single family and multi-family bulky item collection and participation rates.
14. Reviewed public education requirement to confirm compliance with the Agreement.

## SECTION II: FINDINGS

This section summarizes our findings from our tasks performed as outlined in Section I. We have included WMAC's responses to our findings and recommendations as noted in *Italics*.

### Task 1: Review of Franchise and Other City Fees.

**Objective 1: Review monthly remittance reports and mathematical accuracy for two fiscal years ended June 30, 2018.**

**Finding 1: HF&H confirmed the mathematical accuracy of remittance reports submitted to the City for two fiscal years ended June 30, 2018.**

HF&H performed a high level review of WMAC's franchise fee remittance schedules for the two years ending June 30, 2018. The review included verifying the mathematical accuracy and a recalculation of the franchise fee based on the receipts and information WMAC provided on the monthly transmittal summary provided to the City.

On the transmittal summary reports, WMAC reports gross receipts for commercial service (labeled Container Division), roll-off service (labeled Drop Box Division), and residential service. The gross receipts are netted against refunds for determining the net receipts subject to the 21% franchise fee due to the City.

As shown in Table 1 below, the transmittal summary and franchise fee calculation was mathematically accurate and the recalculated franchise fees matched that remitted to the City for the two fiscal years.

**Table 1: Verification of Franchise Fee Transmittal**

<b>Fiscal Year Ending</b>	<b>2017</b>	<b>2018</b>
Container Division	\$ 3,655,685	\$ 4,141,526
Drop Box Division	1,419,743	1,304,639
Residential Service	211,757	217,291
Gross Receipts	5,287,185	5,663,455
Refunds	(3,080)	(15,721)
Net Receipts	\$ 5,284,104	\$ 5,647,734
Franchise Fee Percentage	21%	21%
Recalculated Franchise Fee	\$ 1,109,662	\$ 1,186,024
Franchise Fee Remitted	\$ 1,109,662	\$ 1,186,024
Variance	(0)	(0)

### Recommendation

On its summary remittance reports, WMAC labels commercial business as the Container Division, roll-off business as the Drop Box Division, and residential business as Residential Service. In other reporting to the City such as annual reporting, WMAC identifies each sector as commercial, roll-off, and residential. We recommend the WMAC implement a more standard naming convention across all of its reporting for consistency.

**Objective 2: Review of Monthly Remittance Reports – Detailed Review of March 2018 Franchise Fee Calculation.****Finding 1: WMAC did not include intercompany payments in its Franchise Fee payment to the City.**

HF&H performed a detailed review of the March 2018 franchise fee remittance to the City. WMAC provided the monthly cash receipts in a detailed file that included all cash, non-cash, and adjustment transactions by line of business for the period.

Cash transactions in direct payments through WMAC's lockbox are applied directly to the account. Non-cash transactions include payments received through National Accounts at the Waste Management Corporate level and payments received through inter-company transfers from other Waste Management Divisions. Adjustment transactions include account refunds and write-offs.

In reviewing the detailed transactions file, HF&H confirmed that WMAC correctly included in its remittance the transactions from direct payments, National Accounts, and account adjustments. The detailed review also revealed the WMAC did not include inter-company payments in its remittance that should have been included.

Table 2 provides a summary by payment transaction type and line of business to compare WMAC reported receipts to received receipts. As shown in the summary, WMAC received an inter-company payment of \$1,994 that was excluded from the franchise fee remittance to the City. This resulted in an underpayment of \$418.74 to the City for the month.

**Table 2: Summary of Detailed Transactions**

Transaction Type	Reported	Received	Variance
<b>Commercial</b>			
National Accounts	\$47,411.08	\$47,411.08	\$0.00
Payment on Account	<u>356,415.03</u>	<u>356,415.03</u>	<u>0.00</u>
<b>Subtotal</b>	<b>\$403,826.11</b>	<b>\$403,826.11</b>	<b>\$0.00</b>
<b>Rolloff</b>			
National Accounts	\$20,113.26	\$20,113.26	\$0.00
Payment on Account	128,271.68	128,271.68	0.00
Inter-Company Payment	<u>0.00</u>	<u>1,994.00</u>	<u>1,994.00</u>
<b>Subtotal</b>	<b>\$148,384.94</b>	<b>\$150,378.94</b>	<b>\$1,994.00</b>
<b>Residential</b>			
Payment on Account	<u>\$7,130.73</u>	<u>\$7,130.73</u>	<u>\$0.00</u>
<b>Subtotal</b>	<b>\$7,130.73</b>	<b>\$7,130.73</b>	<b>\$0.00</b>
<b>Gross Receipts</b>	<b>\$559,341.78</b>	<b>\$561,335.78</b>	<b>\$1,994.00</b>
Less: Refund Adjustments	<u>\$13.98</u>	<u>\$13.98</u>	<u>\$0.00</u>
<b>Net Receipts</b>	<b>\$559,327.80</b>	<b>\$561,321.80</b>	<b>\$1,994.00</b>
Franchise Fee Percentage	21%	21%	
<b>Franchise Fee Calculation</b>	<b>\$117,458.84</b>	<b>\$117,877.58</b>	<b>\$418.74</b>
<b>Franchise Fee Remitted</b>		<b>\$117,458.84</b>	
<b>Franchise Fee Due To(From) City</b>		<b>\$418.74</b>	

In early discussions with WMAC regarding inter-company transactions, it indicated that this type of payment has been excluded. Subsequent to our review, WMAC has determine it owes the City approximately \$8,700 and has notified the City that the payment will be forthcoming.

**WMAC Response**

WMAC represented that these excluded transactions were “one offs” whereby customers paid their invoices to another WM location in a different geographical location. The cash payments received on customers’ invoices for 2018 was \$1,994.00. WM owes to the City of Emeryville \$418.74 based upon the franchise fee of 21% of cash receipts. The amount owed represents approximately an error rate of .035% on total franchise fees paid for 2018 of \$1,186,024.

WM reviewed the transactions of this nature from the inception of the contract from 2011-2017. Total cash receipts during this time period equaled \$36,951.33. Applying a 21% franchise fee, WM owes the City an additional \$7,759.78. This represents an error rate of .11%. [HF&H: Subsequent to this response, the amount due to the City was revised to approximately \$8,700.]

WM revised its data pull to include the above transactions when calculating the franchise fees owed to the City of Emeryville.

The above amounts owed will be included in the next monthly franchise fee payment to the City.

**Recommendation**

City staff should verify the past due amounts for 2011 – 2017 are remitted by WMAC on the next monthly remittance in the amount of \$7,759.78. WMAC should also review the 2018 transactions to determine if there are under-reported receipts in addition to the March 2018 amount (\$1,994). The City should request all supporting documentation to support under-reported transactions.

Additionally, it would help the City facilitate its franchise fee payment review if WMAC would include a summary of “cash receipts” by transaction type with future transmittals.

**Task 2: Verify Accuracy of Customer Charges**

**Objective 1: Confirm WMAC has charged its customers the proper rates based on services provided.**

**Finding 1: HF&H verified the proper billing amounts for services received for 27 of 28 customers tested. The one customer charged incorrectly was the result of being charged for recycling service that should have been provided at no cost due to the customer’s solid waste service level. HF&H was able to confirm that observed service levels matched service levels billed by WMAC for 22 of these 28 customers.**

The City needs assurance its ratepayers are charged the proper rates based on services provided. In order to provide the City with assurance that WMAC bills its customers the appropriate amount based on service levels, HF&H performed the following tasks:

- Evaluated account information for a judgmentally selected sample of five residential, ten commercial, ten multi-family, two roll-off, and one compactor customer.
- Compared service levels listed in WMAC’s provided customer listing to the selected customers invoice to confirm the amount billed matched the listed service level.
- Performed site visits to the judgmentally selected customers to confirm service levels corresponded to amounts shown on customer invoices.

Table 3 below reflects our findings.



**Table 3: Site Visit and Customer Invoice Summary**

	<b>Sites Visited</b>	<b>Correct Rate Billed</b>	<b>Correct Service Level</b>
Single Family	5	5	3
Multi-Family	10	10	8
Commercial	10	9	8
Roll-off	2	2	2
Compactor	1	1	1
<b>Total</b>	<b>28</b>	<b>27</b>	<b>22</b>

### Single Family

Of the five single family customers reviewed, all charges on customer invoices provided matched the appropriate rates found on City rate sheets with no exceptions.

During site visits, HF&H staff noticed one customer was observed to have a 64-gallon recycling container not seen on their invoice at their service location. Additionally, one customer was observed as receiving 20-gallon solid waste service that did not match the 32-gallon solid waste service level seen in the WMAC customer service level list and on the customers invoice. If this customer is receiving 20-gallon service, then they are being overbilled at the 32-gallon service rate for which they are paying.

### Multi-Family

Of the ten Multi-Family customers reviewed, all charges on customer invoices provided matched the appropriate rates found on City rate sheets with no exceptions.

During HF&H site visits all customer solid waste service levels were confirmed to match both the WMAC customer service level listing as well as the customer's invoices with the following exception. At one of the Multi-family locations visited, HF&H staff was unable to locate one solid waste container seen on the customer's invoice. Due to the size of the property at this location, HF&H believes that the service may be provided to the customer but that HF&H staff performing the site visit was unable to locate this container. At this same location, it was reported that the customer was receiving recycling service for two two-yard bins and three three-yard bins; however, HF&H staff observed three two-yard and one three-yard recycling bin. At one other location, HF&H staff was able to locate some, but not all, of the recycling and organics containers listed on WMAC's customer listing. This location has over 400 units and as such these containers may have been on site, but HF&H staff could not locate them.

### Commercial

Of the ten Commercial customers reviewed, one customer invoices provided did not match the appropriate rates found on City rate sheets. This discrepancy was the result of charging the customer for a recycling cart when they are entitled to free recycling service due to their Solid Waste service level.

During HF&H site visits, HF&H staff noted that one location had an additional 96-gallon recycling cart not seen on their invoice or in WMAC's customer service level listing. A second location had a 64-gallon organics cart instead on the 32-gallon cart seen on invoices and in the customer service level listing.

**Roll-off and Compactor**

Of the two roll-off and one compactor customers reviewed, HF&H found no discrepancies between the City rate sheets and the customer invoices.

HF&H staff confirmed the roll-off and compactor service levels seen on customer invoices matched the containers on site at each of these locations with no exceptions.

**WMAC Response**

*WMAC has developed new technology, SmartTruck, that will be utilized in the future to ensure accuracy between customer service levels and system records. SmartTruck is already in use in the City of Emeryville for the identification of overages, service levels and safety issues. WMAC expects to have the ability to review and audit service levels monthly. This advanced new technology will be 100% implemented by mid-year 2019. This technological advancement for WMAC will provide the City of Emeryville additional assurance pertaining to service levels, billing accuracy and proactive service level issue identification.*

**Recommendation**

Ensuring the City's customers are being billed appropriately for the services they are receiving is crucial. The City should be in touch with WMAC regarding the implementation of the "SmartTruck" technology that will help to maintain parity between the services which customers are receiving and the services which they are being billed for. Once this technology has been rolled out the City should request that updates on the internal audits of billing and service levels which WMAC intends to perform be included in the quarterly updates provided to the City.

**Objective 2: Confirm WMAC customer billings reflect recent customer service level changes.**

**Finding 1: HF&H reviewed a selection of ten (10) customers with recorded service changes and found that the service level changes were reflected in the customer's billings with no exceptions.**

HF&H randomly selected 10 customers in the City from WMAC's Service adjustment register for the months of January 2018 through June 2018, which included customers that increased, decreased, started, or stopped service. We reviewed the customer's invoices from the period before and after service changes were implemented to ensure that the changes in service provided were also reflected in customers' billings. For all ten accounts, H&H found that WMAC had billed the customer the appropriate amount in the invoice following the service level change with no exceptions.

### Task 3: Review Billings Address Database

**Objective1: Confirm WMAC has included/excluded accounts coded to Emeryville in its billing system.**

**Finding 1: HF&H reviewed 20 accounts for proper inclusion/exclusion from Emeryville billings and found no exceptions. Additionally HF&H confirmed that 16 of these 17 customers located in the City were billed the appropriate rate for their service level.**

WMAC provides solid waste collection service to several East Bay jurisdictions. Therefore, it is important to verify the policies and procedures for noting proper “contract” code in WMAC’s billing system. In order to verify the policies for proper “contract” code on customer accounts, HF&H performed the following tasks:

- Judgmentally selected a sample of residential, multi-family, and commercial/industrial customers randomly throughout the City and confirmed the customer service addresses are valid and the customers are consistently billed by comparing the reported services being received to the current rates included in the Agreement.
- Judgmentally selected a sample of residential, multi-family, and commercial/industrial customers that reside along the City’s boundaries and confirmed customer service addresses are valid and the customers are consistently billed by comparing the reported services being received to the current rates included in the Agreement.

We found that all 20 selected addresses were either included or excluded from WMAC’s billings in the City of Emeryville appropriately. In our review of the Emeryville customer service levels seen in WMAC’s billings database we were able to confirm 16 of the 17 customers reviewed were billed the appropriate rate for their service level. The one exception was a business that claimed to self-haul its material. WMAC staff worked with the City to confirm this business is exempt from garbage service and found that it is not. WMAC has stated that it will be contacting the business to enforce City ordinances for collection.

### Recommendation

WMAC and City staff should work together to ensure that the identified customer be brought into compliance with City ordinances.

### Task 4: Review of Annual Reports

**Objective 1: Confirm the Most Recently Submitted Annual Report Includes All Required Data per Section 22.05 of the Agreement.**

**Finding 1: HF&H reviewed the annual report WMAC submitted for calendar year 2017 and determined the reporting format needs additional information in order to be compliant with Section 22.05 of the Agreement.**

HF&H reviewed Section 22.05 of the Agreement and compared annual reporting requirements to the annual report Submitted by WMAC for calendar year 2017. Table 4 provides a summary of reporting requirements by Section reference in the Agreement and whether WMAC was in compliance, partially in compliance, or not in compliance.

Table 4: Annual Report Requirements

Section	Requirement	WMAC Compliance	2017 Annual Report Compliance Notes
22.05.1	<b>Quarterly Data.</b> All quarterly reports in Section 22.05 summarized by quarter and averaged for the year. For all annual reports beginning with the report for the second calendar year, CONTRACTOR shall include a historical comparison of the last calendar year and the average of all calendar years.	Partial	<p><b>Included in Annual Report:</b> Summary data by quarter for solid waste, residential recycling, and residential organic tonnage collected for 2006 through 2016. Summary data by year for solid waste, recycling, organics, C&amp;D by line of business and sector for tonnage collected for 2014 through 2017. Annual historical comparison 2014 - 2017</p> <p><b>Not Included in Annual Report:</b> Summary data by quarter for 2017 tonnage. Summary data by quarter for C&amp;D, commercial and roll-off recycling and organics tonnage. Annual historical comparison for calendar years 2011 - 2013.</p> <p><b>Note:</b> WMAC notes that from 2016 to present time, City staff receives quarterly reports with monthly tonnage information, and an annual report summarizing tonnage information for the year. This change was made in agreement with the City staff.</p>
22.05.2	<b>Recycling Data.</b> Indicate, by material type (and grade where appropriate), the <i>monthly totals</i> of Recyclables processed and sold including facility name and location, average price received per ton and total recycling revenue received. Indicate any quantities, by material type, donated or otherwise disbursed without compensation. <i>Indicate number of Recycling Bins and Carts distributed by size and Customer type.</i> Also provide the total and location for residue Disposed.	Partial	<p><b>Included in Report:</b> Residential recycling tonnage by commodity type for years 2006 through 2017.</p> <p><b>Not Included in Annual Report:</b> Commercial and roll-off recycling or C&amp;D tonnage. Recyclables sales details for processing facility, average sales prices, or destination. Recycling bins and carts or customer types. Residue and location of disposal.</p> <p><b>Note:</b> The quarterly reports include the number of recycling bins and carts distributed by size and customer type.</p>
22.05.3	<b>Waste Oil Program.</b> CONTRACTOR shall provide detailed financial data regarding the cost of providing Waste Oil Collection Service. To the extent practical segregate the program costs between the SFD and MFD programs. Financial data should include but not be limited to costs in the following four categories, administration, Collection, transportation and Disposal.	No	<p>WMAC did not include any financial data in the annual report or quarterly reports. The report includes some information on the number of oil jugs distributed in the City.</p> <p><b>Note:</b> City staff indicated that the program may be combined with that of Oakland did not express concern that it was not included in the report</p>
22.05.4	<b>Compostable Materials.</b> Indicate the <i>monthly totals</i> of Compostable Materials Collected, processed and sold including facility name and location, average price received per ton and total Compostable Materials revenue received. Indicate total tons provided to CITY, or otherwise disbursed without compensation. Indicate number of Compostable Material Bins and Carts distributed by size and Customer type. <i>Indicate number of Commercial indoor Compostable Materials Containers distributed.</i> Also provide the total and location for residue Disposed.	Partial	<p><b>Included in Report:</b> Residential organic annual tonnage for years 2006 through 2017.</p> <p><b>Not Included in Annual Report:</b> Commercial or roll-off organics by month. Organics sales details for processing facility, average sales prices, or destination. Compost bins and carts or customer types. Residue totals and location of disposal.</p> <p><b>Note:</b> The quarterly reports include the number of compost bins and carts distributed by size and customer type.</p>

Section	Requirement	WMAC Compliance	2017 Annual Report Compliance Notes
22.05.5	<b>Customer Base Data.</b> CONTRACTOR shall provide, Customer base data, segregated by Customer class into SFD, MFD, Commercial, school and CITY Customers, consisting of name, service address, billing address service received, service level for each service received including Cart or Bin size and frequency of service, days of Collection and for MFD and Commercial Customers, the Customer contact information. This data shall also include a separate list of all service accounts cancelled due to non-payment, consisting of name, service address, billing address, service received, service level for each service received including Cart or Bin size and frequency of service, days of Collection and for SFD, MFD, and Commercial Customers, the Customer contact information.	No	WMAC did not include any customer base data by individual customer in the annual report. The annual report includes the total number of accounts by sector per year.  <b>Note:</b> City staff has indicated the information is received with the quarterly report as an acceptable alternative to inclusion in the annual report.
22.05.6	<b>Special Events.</b> Provide a summary of each special event activity, including; the name and date of the event, the tonnage Collected, diverted and Disposed by material type, and other services provided. CONTRACTOR shall also provide information regarding the logistics of the event and suggestions for improving future events. For all annual reports beginning with the report for the second Agreement Year, CONTRACTOR shall include a historical comparison of the last Agreement Year and the average of all Agreement Years.	No	WMAC did not include a summary of special events in the annual report. It was not included in the quarterly reports.  <b>Note:</b> City staff indicated there are few dedicated special events. However, City staff noted that WMAC does provide bins and portable services for the few that there are and as requested. WMAC notes that service, tonnage, and portable services are provided in the Annual Pub Ed Budget.
22.05.7	<b>Recycling Assessments.</b> Provide a summary of each visit, including; the name and service address of the complex, the date of the visit, and the results of the assessment in a form and format mutually agreed to between CITY and CONTRACTOR.	No	WMAC did not include recycling assessment support in the annual report. City staff noted that information is provided directly from WMAC on continuing basis.

As shown in Table 4, WMAC partially complied with three of the seven reporting requirements of Section 22.05.

Section 22.05.1 requirements include reporting data summarized by quarter for the year. In the annual report WMAC submitted, it included some information summarized by quarter while other information is presented for the year. For example, the report included tonnage information by quarter for commercial, roll-off, and residential solid waste; residential recycling, and residential organic for the years of 2004 through 2016. This quarterly data did not include tonnage commercial or roll-off recycling organics, or C&D.

In another section of the report, WMAC included annual summary tonnage by line of business, sector, and material type for the years 2014 through 2017. According to WMAC, this section of the report was added after conversations with City staff in a mutually-agreed effort to make the report more user friendly and accurate. From 2016 to present time, City staff receives quarterly reports with monthly tonnage information, and an annual report summarizing tonnage information for the year. This change was made in agreement with the City staff.

Section 22.05.2 requirements include reporting specific recycling information including material processed and sold, average sales price, facility information, and residual values. In the annual report, WMAC only included residential tonnage of material sold for the years 2006 through 2017. The report did not include commercial or roll-off tonnage commodities sold for either recycling or C&D.

Section 22.05.3 requirements include providing financial data for its Waste Oil Program. The annual report did not include any information for a waste oil program other than that for the number of oil jugs delivered to customer. City staff has provided indication that the program may be combined with that for the City of Oakland and did not express concern that it was not included in the report.

Section 22.05.4 requirements include reporting specific compostable information including material processed and sold, average sales price, facility information, and residual values. In the annual report, WMAC only included residential tonnage by material sold for the years 2006 through 2017. The report did not include commercial or roll-off tonnage sold for organic materials collection.

Section 22.05.5 requirements include providing specific customer base data to the City including customer name, service level and line of business. While the information was not included in the annual report, City staff indicated that that the information is received quarterly or as needed from WMAC.

Section 22.05.6 requirements include providing a summary of special events. City staff indicated that there are few dedicated special events within the City and noted that WMAC provides bins and portable services when there are special events and when requested.

Section 22.05.7 requirements include providing the City staff with recycling assessments for site visits. While the information was not included in the report, City staff indicted that it was more related to the startup of the Agreement but noted that information is provided directly from WMAC on continuing basis.

### **WMAC Response**

*Section 22.05.2 WMAC has noted that they have been in communication regarding reporting and this has not been identified as an issue from city staff. WMAC will retroactively provide this information if the city requests the update to the reports. It is important to highlight, that WMAC has a positive working*

*relationship with the City of Emeryville with scheduled contact points with the City. Certain reports had not been requested and WMAC is and has been willing to provide reports petitioned by the City.*

Section 22.05.6 WMAC has indicated that information related to special event tonnage and portable services is reported annually in the Public Education Budget.

**Objective 2: Review tonnage trends for reasonableness and confirm that 2017 tonnage was properly reported.**

**Finding 1: HF&H reviewed tonnage trends from 2014 through 2017 and reported tonnages appear reasonable.**

We reviewed collected tonnage from the most recent annual report against historical figures. Tonnage reported in the annual report for years prior to 2014 did not include commercial recycling, commercial organics, or C&D material and was not reviewed. As shown in Table 5, tonnage increased by a 1.9% from 2014 in 2015 which appears to be a reasonable growth figure given strong economic factors. In 2016 tonnage increased by 13.8% primarily due to increases in commercial recycling and organics.

**Table 5: Tonnage Trend by Material**

<b>Material</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
<b>MSW</b>	<b>7,365</b>	<b>7,538</b>	<b>7,833</b>	<b>7,884</b>
Percentage Change	-	2.3%	3.9%	0.7%
<b>Recycling</b>	<b>3,926</b>	<b>3,590</b>	<b>4,773</b>	<b>4,848</b>
Percentage Change	-	-8.6%	32.9%	1.6%
<b>Compost</b>	<b>2,368</b>	<b>2,484</b>	<b>3,020</b>	<b>3,687</b>
Percentage Change	-	4.9%	21.6%	22.1%
<b>C&amp;D</b>	<b>2,195</b>	<b>2,541</b>	<b>2,749</b>	<b>2,305</b>
Percentage Change	-	15.8%	8.2%	-16.1%
<b>Total Collected</b>	<b>15,853</b>	<b>16,152</b>	<b>18,375</b>	<b>18,725</b>
Percentage Change		1.9%	13.8%	1.9%

### **WMAC Response**

*WMAC has clarified that increase in tonnages in 2016 was a result of allocation methodology change across jurisdictions during that period. Thorough explanations were provided to city staff via in-person and conference call meetings when changes were taking place to improve the accuracy of reporting.*

### **Recommendation**

HF&H is aware that the City of Oakland initiated an extensive allocation methodology study with WMAC. While HF&H was not involved in the study, we understand from the City of Oakland that it was satisfied with the results and WMAC's subsequent implementation of the new methodology of allocating tonnage from routes that serve multiple jurisdictions. The new methodology caused a reallocation of commercial recycling and organics tonnage to Emeryville from other jurisdictions including the City of Oakland.

**Finding 2: HF&H reviewed tonnage reported for 2017 and confirmed it was properly reported within 99.98% accuracy to Davis St. Transfer Station records.**

We compared tonnage from that reported for 2017 against records from the Davis St. Transfer Station and confirmed tonnage was accurately reported to the City within 99.98% accuracy. Table 6 below provides a summary of 2017 tonnage reported. As shown in the table, tonnage from Davis St. Transfer station matched reported tonnage except for 3.65 tons of organic material.

**Table 6: 2017 Reported Tons**

Material	Davis St Transfer Station	Annual Report				Variance	Percent Accuracy
		Commercial	Rolloff	Residential	Total		
Solid Waste	7,884.15	5,300.02	2,227.71	356.42	7,884.15	-	100.00%
Recycling & Dry Waste	4,848.41	3,528.89	1,082.79	236.73	4,848.41	-	100.00%
Organics	3,683.46	3,292.65	138.29	256.16	3,687.10	3.65	99.90%
Construction & Demolition	2,305.32		2,305.32		2,305.32	-	100.00%
Totals	18,721.33	12,121.56	5,754.11	849.31	18,724.98	3.65	99.98%

## Task 5: Review of Insurance Requirements

**Objective 1: Confirm WMAC has maintained proper insurance Coverage since the inception of the Agreement.**

**Finding 1: WMAC does not have and has not maintained proper insurance coverage since the inception of the Agreement.**

Per the Agreement, WMAC is required to maintain minimum limits of insurance coverage related to general liability, motor vehicle liability, workers compensation, and environmental impairment and pollution liability. HF&H requested and inspected the certificates of insurance for coverage periods for each year beginning January 1, 2011 through January 1, 2020, to verify that the coverage types and coverage limits complied with the terms of the Agreement. Environmental impairment and pollution liability as required by Section 27.02.4 of the Agreement is not included in the certificates provided. Additionally, motor vehicle liability and workers compensation have been determined to be underfunded by the City's risk assessment team. As a result the umbrella coverage found in WMAC's insurance certificates is insufficient to cover all the required insurance amounts and the missing environmental impairment and pollution liability amount. The most-recent certificate of insurance provided by WMAC is provided as Attachment A to this report.

### WMAC Response

*There existed a gap in terms of the certificate of insurance provided by WM and reviewed by the City at the commencement of the agreement. WMAC is in agreement to add the necessary changes to its certificate to address the identified needed change.*

### Recommendation

The City has also noted that it requires an "Endorsement page" naming the City as additional insured. We recommend that the City and WMAC meet and review all insurance requirements in order to bring WMAC's coverage into alignment with both the Agreement as well as other City insurance policy requirements.



## Task 6: Review of Equipment Listing

**Objective 1: Review WMAC equipment listing and confirm compliance with Section 15.09 of the Agreement.**

**Finding 1: WMAC equipment listing is not in compliance with Section 15.09 of the Agreement.**

WMAC staff was unable to provide HF&H staff with the initial equipment listing that was required to be provided to the City on or before February 1, 2011. WMAC did provide HF&H with equipment listings for the year 2013, as well as 2016, 2017, and 2018.

Section 15.09 of the Agreement states “The inventory shall indicate each Collection vehicle by CONTRACTOR assigned identification number, DMV license number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the decibel rating and the maintenance status. CONTRACTOR shall submit to the Contract Administrator, either by Fax or email, an updated inventory annually to CITY.” Of these requirements WMAC’s equipment listing failed to include DMV license number, the age of chassis and body, date of acquisition, decibel rating, and maintenance status. City staff also notes that they have not been receiving annual equipment listings from WMAC. The equipment listing provided to HF&H can be seen in Attachment B of this report.

### WMAC Response

*There has been constant communication with staff regarding service and reporting information and this specific report had not been identified as an area of concern. WMAC will provide updated truck lists to include DMV license number, the age of chassis and body, date of acquisition, and maintenance status.*

**Objective 2: Review the maintenance log for a selection of trucks to ensure maintenance was performed in a timely manner.**

**Finding 1: Based on HF&H’s sample selection of six residential, three commercial and one roll-off vehicles, we have determined that maintenance is performed frequently on WMAC’s collection vehicles.**

HF&H requested maintenance logs from WMAC for all three primary residential collection vehicles, three additional randomly selected residential vehicles, three randomly selected commercial vehicles, and one randomly selected roll-off vehicle for 2016 through 2018. The total maintenance work orders for each vehicle can be found in the table below. On average, over 110 work orders are performed for each vehicle annually.

**Table 7: WMAC Completed Maintenance Work Orders  
Truck Maintenance Frequency**

Truck ID: Truck Year:	Residential						Commercial			Rolloff	Total
	362861 2007	152602 2009	152597 2009	103893 2011	103974 2013	104486 2014	311481 2011	311881 2012	211354 2013	411869 2007	
<b>2016</b>	<b>69</b>	<b>86</b>	<b>128</b>	<b>119</b>	<b>87</b>	<b>94</b>	<b>118</b>	<b>71</b>	<b>129</b>	<b>181</b>	<b>1082</b>
January	2	12	16	14	2	2	14	8	5	26	101
February	5	9	13	8	10	23	8	6	12	16	110
March	2	11	11	4	11	12	14	9	13	10	97
April	6	8	10	11	5	11	7	6	14	19	97
May	3	12	15	13	8	8	11	1	7	15	93
June	4	7	6	7	6	4	7	4	9	15	69
July	13	5	8	13	5	10	7	6	5	8	80
August	0	4	11	6	9	3	11	10	20	13	87
September	4	11	12	6	9	6	8	4	9	12	81
October	22	4	13	10	9	5	11	4	17	20	115
November	6	2	4	9	9	6	13	11	5	16	81
December	2	1	9	18	4	4	7	2	13	11	71
<b>2017</b>	<b>73</b>	<b>83</b>	<b>139</b>	<b>113</b>	<b>92</b>	<b>102</b>	<b>103</b>	<b>88</b>	<b>198</b>	<b>112</b>	<b>1103</b>
January	13	5	14	10	8	14	9	9	26	16	124
February	10	7	17	8	13	9	12	14	26	11	127
March	1	7	15	9	10	9	17	9	9	13	99
April	6	4	4	3	3	6	16	13	25	17	97
May	4	9	12	11	4	9	7	7	11	0	74
June	6	1	14	12	6	4	0	3	15	0	61
July	14	1	5	7	5	4	0	4	11	8	59
August	0	6	9	15	15	24	0	6	5	12	92
September	2	15	18	10	5	5	10	0	14	9	88
October	9	8	18	4	8	11	20	13	12	2	105
November	3	9	13	18	9	4	3	6	19	16	100
December	5	11	0	6	6	3	9	4	25	8	77
<b>2018</b>	<b>66</b>	<b>126</b>	<b>153</b>	<b>116</b>	<b>110</b>	<b>170</b>	<b>89</b>	<b>74</b>	<b>153</b>	<b>75</b>	<b>1132</b>
January	7	15	8	23	6	9	3	2	10	10	93
February	2	11	2	12	9	11	12	5	19	10	93
March	9	14	11	6	1	13	8	5	13	1	81
April	6	8	6	12	11	6	9	4	11	4	77
May	3	28	24	19	7	19	14	12	7	4	137
June	4	0	17	6	11	15	7	9	26	10	105
July	16	0	27	7	10	18	7	7	19	12	123
August	1	0	12	2	12	31	1	4	12	10	85
September	0	0	11	15	20	15	4	9	7	2	83
October	9	36	14	4	16	21	13	12	6	7	138
November	9	12	21	10	7	12	11	5	23	2	112
December	0	2	0	0	0	0	0	0	0	3	5
<b>Total</b>	<b>208</b>	<b>295</b>	<b>420</b>	<b>348</b>	<b>289</b>	<b>366</b>	<b>310</b>	<b>233</b>	<b>480</b>	<b>368</b>	<b>3317</b>

**Objective 3: Confirm trucks used in the City utilize compressed natural gas in accordance with Section 15.02 of the Agreement.**

**Finding 1: HF&H reviewed WMAC's 2018 equipment listing and determined that of the 43 total collection vehicles used in the City (including spares), six are not in compliance with Section 15.02 of the Agreement.**

WMAC provided HF&H with a complete listing of residential, commercial, and roll-off vehicles (Attachment B). Section 15.02 of the Agreement requires that WMAC's "Collection Service vehicles utilize compressed natural gas (CNG) or liquefied natural gas (LNG) as a fuel or other City approved alternative low emission fuel". Based on the review of the most recent equipment listing provided to HF&H, it was determined that three of the secondary residential trucks, and three of the roll-off vehicles use diesel fuel as seen in the table below. Of these diesel trucks used in 2018, we found they made up only 2.85% of the tickets in the 2017 disposal ticket register (the most recent full year available).

**Table 8: WMAC Reported Fuel Summary**

Truck Fuel Type						
	Residential			Commercial	Rolloff	Total
	Primary	Secondary	Total			
CNG	3	8	11	6	8	25
LNG	0	12	12	0	0	12
Diesel	0	3	3	0	3	6
<b>Total</b>						<b>43</b>

To ensure that WMAC's equipment listing reported all trucks that it planned to use in the City, HF&H compared the provided equipment lists from years 2017 and 2018 to the disposal ticket register containing tons designated to the City of Emeryville.

Of the 43 trucks reported on the equipment listing for 2018, 12 trucks were found to have disposal tickets for the City in 2017 but were not reported on the 2017 equipment listing. These 12 trucks accounted for 538 disposal tickets in 2017, roughly 7% of the total number of disposal tickets recorded in 2017.

HF&H compared the three diesel vehicles found in the 2017 equipment listing to the disposal tickets for the year 2017 and found that there were no corresponding tickets in the disposal ticket register, indicating they were not used in the City of Emeryville in 2017.

HF&H identified 182 total trucks in the 2017 disposal ticket registry, only seven of which were reported on the 2017 equipment listing. The trucks reported in the 2017 equipment listing only accounted for 14% of the disposal tickets. This implies that 175 trucks were used in the City that were not reported as planned to be used.

### WMAC Response

*WMAC has clarified that in their attempt to provide data in an expedited manner, data originally provided to HF&H required further review and clarification for this level of detailed review. WMAC has provided a corrected detailed disposal file, as well as adding an additional five front-load and one roll-off truck that were primarily used in Emeryville. Additional corrections to trucks were necessary such as misrouted loads, residential trucks listed for roll-off loads, West Oakland trucks listed servicing Emeryville on days of the week that WMAC is not in Emeryville. The corrected file reflects a total of 153 trucks utilized to service Emeryville in 2017, fifty-three of which are listed on truck lists provided. Ninety-one percent of all tons*

*collected in Emeryville were collected with trucks on the lists provided. The additional trucks utilized in Emeryville that year occur in “one-off” scenarios, such a break-downs or recovery of missed collections with trucks that are assigned to other jurisdictions. The practice of using alternative trucks in those scenarios is an effort to provide expedited service to meet the needs of the customers.*

*WMAC subsequently provided an expanded truck listing and revised disposal ticket register that identified 153 total trucks in the 2017 disposal ticket registry, fifty-three of which were reported on the 2017 and 2018 equipment listing as primary and secondary vehicles. The trucks reported in the 2017 and 2018 equipment listings account for 91% of the total tons collected in Emeryville in 2017.*

## **Recommendation**

The Agreement has specific reporting requirements regarding collection vehicles. We recommend that WMAC review the Agreement for these requirements and ensure that its reporting to the City meets all obligations set forth in the Agreement. The City has a requirement that all vehicles being used in Emeryville are run on alternative low emission fuels. Therefore the reporting of all trucks utilized in the City and the type of fuel they use is necessary to ensure this requirement is being met.

Due to the changes between the initially provided data and the information provided by WMAC upon review of HF&H’s findings, we suggest that the City meet with WMAC to seek explanation for the variances.

## **Task 7: Review of RRI Calculation**

HF&H Reviewed the RRI Calculation submitted by WMAC, a memorandum documenting the results of our review can be seen in Attachment C of this report.

## **Optional Task 1: Notice of Cancellation**

**Objective 1: Confirm WMAC followed prescribed procedures per Section 12.08 of the Agreement, service termination due to nonpayment.**

**Finding 1: HF&H reviewed WMAC’s 2018 customers suspended for non-payment and determined that it correctly followed procedures for suspending delinquent accounts but did not notify the City as required.**

In Section 12.08, WMAC can terminate service to accounts over 90 days delinquent. Per the Agreement, WMAC must send a notice of intent to terminate service by certified mail. After sending the customer a notice of intent to terminate service, WMAC may send a notice of cancellation (after 10 days) to stop service. Additionally, WMAC is required to notify the City staff when a delinquent account is served with a notice of cancellation.

We reviewed WMAC’s suspended accounts and selected five customers to review its compliance. As shown in table 9, WMAC sent each customer a notice of intent to suspend service followed by a notice of cancellation after 10 days or more. WMAC’s letters are generated within its customer database and automatically sent to customers that meet the criteria.

City staff indicated that WMAC has not historically forwarded the notices of cancellation as required and would like to begin receiving future notices.

**WMAC Response**

*WMAC has noted that these notices will be forwarded to City staff on an ongoing basis.*

**Table 9: Notice of Suspension**

Customer Number	Notice to Suspend	Notice of Suspend
153497	12/11/2017	1/8/2018
156593	12/11/2017	1/8/2018
4073561	12/11/2017	1/8/2018
4072737	10/10/2017	1/10/2018
4071136	3/12/2018	4/5/2018

**Optional Task 2: Review of Customer Service**

**Objective 1: Confirm compliance with Section 6.03 for notice of non-collection.**

**Finding 1: WMAC is in compliance with Section 6.03 for notice of non-collection.**

Section 6.03 requires that WMAC provide a notice to customers that set out a container for collection that cannot be serviced due to contamination or other sufficient reason. WMAC provided a copy of the service tag that is placed on the container for the customer. Additionally, WMAC logs the notice in its customer database. For the 2 years ended June 30, 2018, WMAC logged 39 instances of containers that could not be serviced due to contamination.

**Objective 2: Confirm compliance with Section 19.04.1 for customer call time to answer and hold time.**

**Finding 1: WMAC is in compliance with Section 19.04.1.**

Section 19.04.1 requires that incoming call are answered within five rings and not be allowed to wait on hold for more than three minutes on average (ten minutes maximum).

WMAC provided a report for average time to answer that is measured in seconds instead of rings. The average length of time to answer was 38 seconds in 2017 and 70 seconds in 2018. Information for call wait times was requested but not provided.

**WMAC Response**

*WMAC provided a report for average length of hold time.*

*WMAC's calls are answered after one ring, and then customers are placed into an Interactive Voice Response Unit (IVR). Average wait time while holding in the IVR was 38 seconds in 2017 and 70 seconds in 2018. WMAC's number of rings and average length of hold times surpass the performance required by the contract.*

**Objective 3: Confirm compliance with Section 19.04.2 for customer complaint log.****Finding 1: WMAC is in compliance with Section 19.04.2 regarding customer complaints.**

Section 19.04.2 requires that WMAC maintain a customer complaint log including customer name and address, nature, and date of complaint. WMAC provided a copy of the complaint log for the 2 years ended June 30, 2018. The complaint log included the required information per the Agreement. For the period, WMAC logged and resolved 261 customer complaints.

**Optional Task 3: Construction and Demolition Debris Review****Objective 1: Confirm C&D diversion is in accordance with Section 11.03.1 of the Agreement.****Finding 1: WMAC's reported C&D diversion is not in compliance with the Agreement.**

According to Section 11.03.1, WMAC must divert a minimum of 90% of all asphalt and concrete, and 50% of all other construction debris beginning January 1, 2011. Additionally, according to Section 13.01, WMAC must reduce total tonnage disposed to 8,000 tons per year by December 30, 2020.

WMAC reports its tonnage in the annual report for all materials including C&D. Tonnage information in the annual report shows collected volumes for all material streams. However, it does not show the outbound materials except for residential recycling and residential organics commodities. As a result, we are unable to determine if WMAC is in compliance with C&D diversion requirements.

HF&H has requested WMAC to provide recycling information for C&D material collected in the City and will provide an update once received.

**WMAC Response**

*WMAC provided HF&H Davis Street Transfer Station audit results from November 2018 and February 2019 showing 54% and 76% diversion for all construction debris. WMAC is proposing to add audit results reports retroactively to quarterly or annual reports to meet compliance. Asphalt recovered from our C&D facility is sent to Altamont Landfill and Composting Facility to be ground and reused as road base.*

**Recommendation**

The City should receive a copy of the Davis St. audit report identifying the facility diversion statistics when WMAC performs its waste characterization reviews, at a minimum once per year.

**Objective 2: Confirm total disposed tonnage is in compliance with Section 13.01****Finding 1: WMAC's reported disposed tonnage is in compliance with the Agreement.**

According to Section 13.01, WMAC must reduce total disposed tonnage to 8,000 tons per year by December 31, 2020. Per the Agreement, disposed tonnage includes Solid Waste as defined:

*Except as provided below, all "Solid Waste" as defined in California Public Resources Code Section 40191, as that section may be amended from time to time, which is generated within the CITY. Solid Waste means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, dewatered, treated, or chemically*

*fixed sewage sludge which is not Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other discarded wastes, but does not include abandoned vehicles, Hazardous Waste or other Unacceptable Waste. Solid Waste includes Recyclables, Compostable Materials, Bulky Goods, and Construction and Demolition Debris if such materials are not source separated from Solid Waste at the site of generation or Collected for Recycling, Composting, processing and marketing.*

Compliance with Section 13.01 is calculated based on total materials collected and disposed, less source separated material. Source separated material for WMAC includes recycling and dry waste, organics, and C&D. As shown in Table 10, disposed tonnage is under 8,000 tons per year from 2014 through 2017 and exceeds the requirement.

**Table 10: Annual Reported Tonnage**

<b>Material</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Collected Tonnage				
Solid Waste	7,365	7,538	7,833	7,884
Recycling & Dry Waste	3,926	3,590	4,773	4,848
Organics	2,368	2,484	3,020	3,687
Construction & Demolition	2,195	2,541	2,749	2,305
<b>Total Collected Tonnage</b>	<b>15,853</b>	<b>16,152</b>	<b>18,375</b>	<b>18,725</b>
Source Separated Tonnage				
Recycling & Dry Waste	3,926	3,590	4,773	4,848
Organics	2,368	2,484	3,020	3,687
Construction & Demolition	2,195	2,541	2,749	2,305
<b>Total Source Separated Tonnage</b>	<b>8,488</b>	<b>8,615</b>	<b>10,542</b>	<b>10,841</b>
<b>Total Disposed Tonnage</b>	<b>7,365</b>	<b>7,538</b>	<b>7,833</b>	<b>7,884</b>

## **Optional Task 4: Single Family and Multi Family Dwellings Bulky Goods**

**Objective 1: Review the bulky item participation levels within the City.**

**Finding 1: Participation in bulky items collection has been declining over historical figures.**

Per the Agreement, single family and multi-family customers are allowed annual bulky waste collections. WMAC provides information for collection in its public education materials that are mailed to each customer. Since the beginning of the Agreement, overall participation appears to be declining based on volumes reported to the City in its annual report.

For 2017, there were 85 total collections with reported tonnage at 5.98 tons. As a comparison, tonnage in 2014 was 23.11 tons. Since 2014, volumes have consistently shown a decline based on information contained in the annual report. We have requested additional information from WMAC to determine the cause of the decline.

### **WMAC Response**

*WMAC indicates there has been an increase in service tickets and volume since the start of the contract.*

WMAC noted that upon review of historical bulky reporting they found that there were tickets mistakenly left out of the 2016 and 2017 bulky reporting. This correction resulted in a total bulky tonnage of 22.52 tons in 2016 and 28.42 in 2017, which is a steady increase.

WMAC has provided a corrected annual report.

### Optional Task 5: Review of Public Education Materials

**Objective 1: Review the public education materials produced and distributed are in accordance with Article 18 of the Agreement.**

**Finding 1: HF&H reviewed WMAC's 2018 public education materials and determined that all materials are in compliance with the Agreement with the exception of maps of service areas indicating days of collection. City staff reviews and approves all materials and has stated that they find public education materials produced and distributed generally sufficient. Maps of customer's service areas can be found on the City's website.**

HF&H staff requested the most recent public education plan for the City from WMAC along with all materials produced and distributed. We reviewed these materials for compliance with the Agreement and found that the requirements of the public education materials as described in the Agreement had been fulfilled with few exceptions. These exceptions were related to days of collection and service area maps. City staff has stated that they do not feel these exceptions are of material importance. Details of our review can be seen in the table below with unfulfilled requirements noted in **Bold** type.

**Table 11: Public Education Materials Review**

Agreement Reference	Requirement	Item Received	Review and Verification Process
18.01	Contractor to submit annual public education plan for following calendar year. City to review and respond in writing in 45 days.	<a href="#">Emeryville Pub Ed Plans Publications-2018-19.xlsx</a> <a href="#">Scanned from a Xerox Multifunction Device.pdf</a> <a href="#">Emeryville Pub Ed Budget Q3.pdf</a>	City Confirmed approval of all materials
18.01.1	SFD flyer/notice including <ul style="list-style-type: none"> <li>• Complaint procedures</li> <li>• Rates</li> <li>• Regulations</li> <li>• Acceptable/nonacceptable materials</li> <li>• HHW Disposal alternatives</li> <li>• <b>Days of collection</b></li> </ul>	<a href="#">emeryville-resi-services-postcard.pdf</a> <a href="#">emeryville-bill-insert-resi-PRINT.PDF</a> <a href="#">emeryville-july-bill-insert-resi-PRINT.PDF</a> <a href="#">emeryville-oct-bill-insert-resi-PRINT.PDF</a>	All requirements sufficient per agreement with exception of days of collection
18.01.2	MFD flyer/notice describing services provided	<a href="#">emeryville-MFD-services-postcard.pdf</a> <a href="#">emeryville-bill-insert-MFD-Comm-PRINT.PDF</a> <a href="#">emeryville-oct-bill-insert-MFD-Comm-PRINT.PDF</a> <a href="#">emeryville-July-bill-insert-MFD-Comm-PRINT.PDF</a>	Requirement sufficient per agreement



Agreement Reference	Requirement	Item Received	Review and Verification Process
18.01.3	Commercial and Roll-off flyer/notice describing services provided – no additional agreement requirements	<a href="#">emeryville-bill-insert-MFD-Comm-PRINT.PDF</a> <a href="#">emeryville-commerical-mailer.pdf</a> <a href="#">e</a>	Requirement sufficient per agreement
18.01.4	SFD Bulky Goods mailer including <ul style="list-style-type: none"> <li>• Program's components</li> <li>• Acceptable/nonacceptable materials</li> <li>• Proper preparation and set out materials</li> <li>• <b>HHW Disposal alternatives</b></li> <li>• Date and time of collection</li> </ul>	<a href="#">Emeryville SpringCleanUp Announce 2018.pdf</a>	All requirements sufficient per agreement with exception of hazardous waste disposal alternatives.
18.03	Separate SFD, MFD and Commercial annual collection notices <ul style="list-style-type: none"> <li>• Definitions of materials collected</li> <li>• Procedures for setting out materials</li> <li>• <b>Maps of service areas indicating days of collection</b></li> <li>• Availability of bulky good and C&amp;D collection</li> <li>• Contractor phone number</li> </ul>		Requirements fulfilled within items listed above with exception of maps of service areas. Confirmed materials provided are sufficient with City staff.
18.04	<b>Service Mailing Labels provided to City</b>	Per City staff WMAC does mailing and city provides addresses.	Not provided

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# ATTACHMENT A: WMAC CERTIFICATE OF INSURANCE



## CERTIFICATE OF LIABILITY INSURANCE

1/1/2020

DATE (MM/DD/YYYY)  
12/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <span style="border-bottom: 1px solid black; display: inline-block; width: 150px;"></span> FAX (A/C, No): <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span> <b>E-MAIL ADDRESS:</b> <span style="border-bottom: 1px solid black; display: inline-block; width: 200px;"></span>														
INSURER(S) AFFORDING COVERAGE															
<b>INSURED</b> 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF ALAMEDA COUNTY 172 98TH AVENUE OAKLAND CA 94603	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: Indemnity Insurance Co of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C: ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Indemnity Insurance Co of North America	43575	INSURER C: ACE Fire Underwriters Insurance Company	20702	INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #														
INSURER A: ACE American Insurance Company	22667														
INSURER B: Indemnity Insurance Co of North America	43575														
INSURER C: ACE Fire Underwriters Insurance Company	20702														
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER:** 3481099 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> NOW INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G71212993	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H2527863A	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G27929242 004	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) EXCEPT FOR OPS OPERATIONS below	Y/N N	N/A	WLR C65433846 (AOS) WLR C65433809 (CA & MA) SCF C65433883 (WI)	1/1/2019 1/1/2019 1/1/2019	1/1/2020 1/1/2020 1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	N	XSA H25278596	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED IN FAVOR OF CITY OF EMERYVILLE, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND VOLUNTEERS (ON ALL POLICIES EXCEPT WORKERS' COMPENSATION/EL) WHERE REQUIRED BY WRITTEN CONTRACT. THE INSURANCE AFFORDED TO THE ADDITIONAL INSURED AS DESCRIBED IN THIS CERTIFICATE OF INSURANCE FOR WORK PERFORMED BY THE NAMED INSURED IS PRIMARY AND NON-CONTRIBUTORY TO ANY SIMILAR COVERAGE MAINTAINED BY THE ADDITIONAL INSURED WHERE AND TO THE EXTENT REQUIRED BY CONTRACT.

### CERTIFICATE HOLDER

### CANCELLATION

<b>3481099</b>  CITY OF EMERYVILLE 1333 PARK AVENUE EMERYVILLE CA 94608	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  
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ACORD 25 (2016/03)

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## ATTACHMENT B: WMAC COLLECTION EQUIPMENT LISTING

### Emeryville RFI

Truck ID	Route	Make	Model	Type	Gross Weight	Tare Weight	Capacity (Yards)	Fuel Type	
PRIMARY									
104486	AC-M/T	AUTOCAR	ACX64	ASL	62000	37680	31	CNG	
103974	A2/801	AUTOCAR	ACX64	ASL	62000	37840	31	CNG	
103893	AY/901	AUTOCAR	ACX64	ASL	65000	37920	31	CNG	
SECONDARY									
103894	SPARE	AUTOCAR	ACX64	ASL	65000	35880	31	CNG	
104305	SPARE	AUTOCAR	ACX64	ASL	62000	36580	31	CNG	
104315	SPARE	AUTOCAR	ACX64	ASL	62000	37700	31	CNG	
105994	SPARE	AUTOCAR	ACX64	ASL	62000	37120	31	CNG	
106095	SPARE	AUTOCAR	ACX64	ASL	62000	37320	31	CNG	
106179	SPARE	AUTOCAR	ACX64	ASL	62000	37440	31	CNG	
152440	SPARE	AUTOCAR	WXLL64	MSL	66000	34560	31	LNG	
152442	SPARE	AUTOCAR	WXLL64	MSL	66000	33880	31	LNG	
152444	SPARE	AUTOCAR	WXLL64	MSL	66000	34000	31	LNG	
152445	SPARE	AUTOCAR	WXLL64	MSL	66000	34000	31	LNG	
152446	SPARE	AUTOCAR	WXLL64	MSL	66000	34980	31	LNG	
152591	SPARE	AUTOCAR	WXLL64	MSL	66000	35120	31	LNG	
152597	SPARE	AUTOCAR	WXLL64	MSL	66000	35140	31	LNG	
152599	SPARE	AUTOCAR	WXLL64	MSL	66000	35200	31	LNG	

## ATTACHMENT B: WMAC COLLECTION EQUIPMENT LISTING

### Emeryville RFI

Truck ID	Route	Make	Model	Type	Gross Weight	Tare Weight	Capacity (Yards)	Fuel Type
152600	SPARE	AUTOCAR	WXLL64	MSL	66000	34880	31	LNG
152601	SPARE	AUTOCAR	WXLL64	MSL	66000	35520	31	LNG
152602	SPARE	AUTOCAR	WXLL64	MSL	66000	34960	31	LNG
152861	SPARE	AUTOCAR	ACX64	MSL	66000	36720	31	CNG
362861	SPARE	MACK	LE613	REL	62000	36700	25	DIESEL
362862	SPARE	MACK	LE613	REL	62000	35900	25	DIESEL
362863	SPARE	MACK	LE613	REL	62000	36680	25	DIESEL
363101	SPARE	AUTOCAR	WX64	REL	66000	36260	25	CNG
363063	SPARE	AUTOCAR	WX64	REL	66000	35720	25	LNG

## ATTACHMENT B: WMAC COLLECTION EQUIPMENT LISTING

### Emeryville RFI

Truck ID	Route	Make	Model	Type	Gross Weight	Tare Weight	Capacity (Yards)	Fuel Type
<b>Commercial</b>								
363378	NF/161	AUTOCAR	ACX64	DREL	62000	36380	25	CN
211354	NJ/231	PETERBILT	320	SFEL	62000	38980	40	CN
211460	N8	PETERBILT	320	SFEL	77020	40020	40	CN
212556	NY/270	AUTOCAR	ACX64	SFEL	62000	37920	40	CN
311881	NZ	AUTOCAR	ACX64	SREL	62000	39280	25	CN
311481	N9/914	AUTOCAR	ACX64	SREL	79200	39720	25	CN
<b>Roll off</b>								
408884	n/a	VOLVO	WX64	RO	58000	26740	n/a	DI
415491	n/a	AUTOCAR	ACX64	RO	33640	29020	n/a	CN
414601	n/a	AUTOCAR	ACX64	RO	36700	29320	n/a	CN
415143	n/a	AUTOCAR	ACX64	RO	33660	29060	n/a	CN
415492	n/a	AUTOCAR	ACX64	RO	33720	29120	n/a	CN
415629	n/a	AUTOCAR	ACX64	RO	33640	28360	n/a	CN
414602	n/a	AUTOCAR	ACX64	RO	35000	30980	n/a	CN
414599	n/a	AUTOCAR	ACX64	RO	36360	29440	n/a	CN
414597	n/a	AUTOCAR	ACX64	RO	36540	29260	n/a	CN
411869	n/a	MACK	MR688S	RO	60000	28460	n/a	DI
411868	n/a	MACK	MR688S	RO	60000	28880	n/a	DI

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# ATTACHMENT C: RRI REVIEW MEMORANDUM

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CONSULTANTS, LLC

Managing Tomorrow's Resources Today

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Laith B. Ezzet, CMC  
Richard J. Simonson, CMC  
Marva M. Sheehan, CPA  
Robert C. Hilton, CMC

## MEMORANDUM

**Date:** December 17, 2018  
**To:** Marcy Greenhut – City of Emeryville  
**From:** Marva Sheehan – HF&H Consultants, LLC  
**Copy to:** Greg Ong– Waste Management; Susan Kattchee, City of Emeryville  
**Subject:** Review of Waste Management's Rate Adjustment Application for 2019

At your request we have reviewed the January 1, 2019 Rate Adjustment Application (Application) submitted by Waste Management of Alameda County (WMAC), for the City of Emeryville (City). Based on our review of the Application, we recommend a 3.07% increase to WMAC's collection service rates.

### SCOPE OF WORK

We performed the following procedures as part of our review:

- Verified all indices and applications of such indices were in accordance with the Collection Service Agreement between the City and WMAC (Agreement).
- Verified the accuracy of calculations on WMAC's rate adjustment calculation and available supporting schedules.
- Verified 2019 rates were calculated correctly using last year's approved rates and the 3.07% rate increase for 2019.

### Limitations

**Rate Adjustment Item Weight** – Due to time and budget constraints the item weight portion of the rate adjustment calculation was not able to be verified. While support for this portion of the calculation was requested, WMAC was not willing to provide this information electronically because it contains confidential information related to other jurisdictions. WMAC did offer to review this schedule with HF&H staff at its offices however due to scheduling issues this was not practical.

# ATTACHMENT C:

## RRI REVIEW MEMORANDUM

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HF&H CONSULTANTS, LLC

Managing Tomorrow's Resources Today

### MEMORANDUM

#### Page 2 of 2

**Government Fees** – HF&H did not obtain supporting documentation for the annual changes to the Disposal and Processing Government Fees. We assumed these governmental fees were reported accurately by WMAC.

#### FINDINGS

Our findings are summarized below:

**Application Methodology** - Our review verified mathematical accuracy of WMAC's Application methodology to the Agreement. Section 12.10 of the Agreement states "If CONTRACTOR fails to submit the financial information in the required format by July 15<sup>th</sup>, it is agreed that CONTRACTOR shall be deemed to have waived the annual rate adjustment for that year unless such failure is due to Force Majeure". We are unaware of the date WMAC submitted its rate application and financial information to the City and have reviewed this application under the assumption that it was submitted on time.

**Verification of Indices** – WMAC's calculation of the "RRI Percentage Change" for each of the six cost categories (Labor, Diesel Fuel, Vehicle Replacement, Vehicle Maintenance, All Other, and Disposal) was correctly calculated and applied in accordance with Exhibit 2 of the Agreement.

**Verification of Item Weight** – WMAC provided financial support for the Item Weight of the Disposal Adjustment portion of the RRI calculation. HF&H reviewed the total dollar amounts represented in each cost category and that the item weight for these cost categories were applied based on the represented amounts. WMAC did not provide support for the item weighting of the remaining cost categories as the supporting schedule contained confidential information related to other jurisdictions.

**Verification of FY 2019 Rates** – WMAC calculated the Rate Adjustment to be 3.07% and HF&H confirmed the Rate Adjustment amount based on the data received from WMAC and the proper application of indices. Additionally, HF&H verified that the 3.07% was applied to the 2018 rates accurately. In our review of the application of the 3.07% increase HF&H noticed a clerical error in the calculation of the "extra collection service (same day as regular collection)" rates for seven cubic yard bins. We discussed this issue with WMAC and the rate schedules were revised and resubmitted by WMAC.

#### CONCLUSION

Waste Management requested a 3.07% rate increase. Based on the results of the work performed, we agree with WMAC's requested increase of 3.07% for 2019. The revised and resubmitted Rate Schedules are included as Attachment 1.

# ATTACHMENT C: RRI REVIEW MEMORANDUM

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## ATTACHMENT 1

Form 1 SFD COLLECTION SERVICE RATES						
A. SFD COLLECTION SERVICE – CURBSIDE – Monthly Rates Including Franchise Fees						
1	Solid Waste Cart Sizes (gallons)	10	20	32	64	96
2	SFD Collection Service Rate	\$7.77	\$11.78	\$19.50	\$39.00	\$58.49
B. SUBSCRIPTION BACKYARD CART COLLECTION SERVICE-Monthly Charge Including Franchise Fees						
	Per Cart:	\$14.81				
1	Solid Waste Cart Sizes (gallons)	10	20	32	64	96
2	Backyard Collection Charge	\$22.58	\$26.59	\$34.31	\$53.81	\$73.30
C. ADDITIONAL SERVICES (Note: The additional service fees include franchise fees.)						
1	Cart Sizes (gallons)	10	20	32	64	96
2	Extra Curbside Cart -Per Pickup-Normal Collection Day	Not Available	Not Available	\$5.47	\$8.99	\$13.63
3	Special Curbside Cart-Per Pickup-Other than Normal Collection Day	Not Available	Not Available	\$19.50	\$39.00	\$58.49
4	Bag-it Bags	\$27.38	Per Packet of 5			
5	Excess Gallonage Rate	\$0.40	Each additional gallon			

# ATTACHMENT C: RRI REVIEW MEMORANDUM

## ATTACHMENT 1

Form 2 COMMERCIAL CART SOLID WASTE Collection Service Rates						
Collection Frequency X Per Week						
Number of Carts	1	2	3	4	5	6
<b>A. 32 GALLON CART SOLID WASTE COLLECTION SERVICE RATES-Including Franchise Fees</b>						
<b>CART SOLID WASTE COLLECTION SERVICE RATE:</b>				<b>\$26.58</b>	<b>Per 32 gallon equivalent.</b>	
1	\$26.58	\$53.16	\$79.74	\$106.32	\$132.90	\$159.48
2	\$53.16	\$106.32	\$159.48	\$212.64	\$265.80	\$318.96
3	\$79.74	\$159.48	\$239.22	\$318.96	\$398.70	\$478.44
4	\$106.32	\$212.64	\$318.96	\$425.28	\$531.60	\$637.92
5	\$132.90	\$265.80	\$398.70	\$531.60	\$664.50	\$797.40
6	\$159.48	\$318.96	\$478.44	\$637.92	\$797.40	\$956.88
7	\$186.06	\$372.12	\$558.18	\$744.24	\$930.30	\$1,116.36
8	\$212.64	\$425.28	\$637.92	\$850.56	\$1,063.20	\$1,275.84
9	\$239.22	\$478.44	\$717.66	\$956.88	\$1,196.10	\$1,435.32
10	\$265.80	\$531.60	\$797.40	\$1,063.20	\$1,329.00	\$1,594.80
<b>B. 64 GALLON SOLID WASTE CART COLLECTION SERVICE RATES-Including Franchise Fees</b>						
1	\$53.16	\$106.32	\$159.48	\$212.64	\$265.80	\$318.96
2	\$106.32	\$212.64	\$318.96	\$425.28	\$531.60	\$637.92
3	\$159.48	\$318.96	\$478.44	\$637.92	\$797.40	\$956.88
4	\$212.64	\$425.28	\$637.92	\$850.56	\$1,063.20	\$1,275.84
5	\$265.80	\$531.60	\$797.40	\$1,063.20	\$1,329.00	\$1,594.80
6	\$318.96	\$637.92	\$956.88	\$1,275.84	\$1,594.80	\$1,913.76
7	\$372.12	\$744.24	\$1,116.36	\$1,488.48	\$1,860.60	\$2,232.72
8	\$425.28	\$850.56	\$1,275.84	\$1,701.12	\$2,126.40	\$2,551.68
9	\$478.44	\$956.88	\$1,435.32	\$1,913.76	\$2,392.20	\$2,870.64
10	\$531.60	\$1,063.20	\$1,594.80	\$2,126.40	\$2,658.00	\$3,189.60
<b>C. 96 GALLON SOLID WASTE CART COLLECTION SERVICE RATES-Including Franchise Fees</b>						
1	\$79.74	\$159.48	\$239.22	\$318.96	\$398.70	\$478.44
2	\$159.48	\$318.96	\$478.44	\$637.92	\$797.40	\$956.88
3	\$239.22	\$478.44	\$717.66	\$956.88	\$1,196.10	\$1,435.32
4	\$318.96	\$637.92	\$956.88	\$1,275.84	\$1,594.80	\$1,913.76
5	\$398.70	\$797.40	\$1,196.10	\$1,594.80	\$1,993.50	\$2,392.20
6	\$478.44	\$956.88	\$1,435.32	\$1,913.76	\$2,392.20	\$2,870.64
7	\$558.18	\$1,116.36	\$1,674.54	\$2,232.72	\$2,790.90	\$3,349.08
8	\$637.92	\$1,275.84	\$1,913.76	\$2,551.68	\$3,189.60	\$3,827.52
9	\$717.66	\$1,435.32	\$2,152.98	\$2,870.64	\$3,588.30	\$4,305.96
10	\$797.40	\$1,594.80	\$2,392.20	\$3,189.60	\$3,987.00	\$4,784.40
<b>D. COMMERCIAL CART SOLID WASTE SPECIAL &amp; EXTRA SERVICE RATES-Per Collection-Including Franchise Fees</b>						
<b>Extra Collection Service</b>			<b>Special Collection Service</b>			
<b>(Same day as regular collection)</b>			<b>(Other than normal Collection Day)</b>			
32	\$6.12		32	\$10.64		
64	\$12.24		64	\$21.28		
96	\$18.36		96	\$31.92		

# ATTACHMENT C: RRI REVIEW MEMORANDUM

## ATTACHMENT 1

Form 3 COMMERCIAL RECYCLING/ORGANICS CART Collection Service Rates						
Collection Frequency X Per Week						
Number of Carts	1	2	3	4	5	6
<b>A. 32 GALLON RECYCLING/ORGANICS CART COLLECTION SERVICE RATES -Including Franchise Fees-50% of the Solid Waste Rate</b>						
CART RECYCLING/ORGANICS COLLECTION SERVICE RATE:				\$13.29	per 32 gallon equivalent.	
1	\$13.29	\$26.58	\$39.87	\$53.16	\$66.45	\$79.74
2	\$26.58	\$53.16	\$79.74	\$106.32	\$132.90	\$159.48
3	\$39.87	\$79.74	\$119.61	\$159.48	\$199.35	\$239.22
4	\$53.16	\$106.32	\$159.48	\$212.64	\$265.80	\$318.96
5	\$66.45	\$132.90	\$199.35	\$265.80	\$332.25	\$398.70
6	\$79.74	\$159.48	\$239.22	\$318.96	\$398.70	\$478.44
7	\$93.03	\$186.06	\$279.09	\$372.12	\$465.15	\$558.18
8	\$106.32	\$212.64	\$318.96	\$425.28	\$531.60	\$637.92
9	\$119.61	\$239.22	\$358.83	\$478.44	\$598.05	\$717.66
10	\$132.90	\$265.80	\$398.70	\$531.60	\$664.50	\$797.40
<b>B. 64 GALLON RECYCLING/ORGANICS CART COLLECTION SERVICE RATES -Including Franchise Fees</b>						
1	\$26.58	\$53.16	\$79.74	\$106.32	\$132.90	\$159.48
2	\$53.16	\$106.32	\$159.48	\$212.64	\$265.80	\$318.96
3	\$79.74	\$159.48	\$239.22	\$318.96	\$398.70	\$478.44
4	\$106.32	\$212.64	\$318.96	\$425.28	\$531.60	\$637.92
5	\$132.90	\$265.80	\$398.70	\$531.60	\$664.50	\$797.40
6	\$159.48	\$318.96	\$478.44	\$637.92	\$797.40	\$956.88
7	\$186.06	\$372.12	\$558.18	\$744.24	\$930.30	\$1,116.36
8	\$212.64	\$425.28	\$637.92	\$850.56	\$1,063.20	\$1,275.84
9	\$239.22	\$478.44	\$717.66	\$956.88	\$1,196.10	\$1,435.32
10	\$265.80	\$531.60	\$797.40	\$1,063.20	\$1,329.00	\$1,594.80
<b>C. 96 GALLON RECYCLING/ORGANICS CART COLLECTION SERVICE RATES -Including Franchise Fees</b>						
1	\$39.87	\$79.74	\$119.61	\$159.48	\$199.35	\$239.22
2	\$79.74	\$159.48	\$239.22	\$318.96	\$398.70	\$478.44
3	\$119.61	\$239.22	\$358.83	\$478.44	\$598.05	\$717.66
4	\$159.48	\$318.96	\$478.44	\$637.92	\$797.40	\$956.88
5	\$199.35	\$398.70	\$598.05	\$797.40	\$996.75	\$1,196.10
6	\$239.22	\$478.44	\$717.66	\$956.88	\$1,196.10	\$1,435.32
7	\$279.09	\$558.18	\$837.27	\$1,116.36	\$1,395.45	\$1,674.54
8	\$318.96	\$637.92	\$956.88	\$1,275.84	\$1,594.80	\$1,913.76
9	\$358.83	\$717.66	\$1,076.49	\$1,435.32	\$1,794.15	\$2,152.98
10	\$398.70	\$797.40	\$1,196.10	\$1,594.80	\$1,993.50	\$2,392.20
<b>D. COMMERCIAL CART RECYCLING/ORGANICS SPECIAL &amp; EXTRA SERVICE RATES-Per Collection-Including Franchise Fees</b>						
<b>Extra Collection Service</b>			<b>Special Collection Service</b>			
<b>(Same day as regular collection)</b>			<b>(Other than normal Collection Day)</b>			
32	\$3.05		32	\$5.31		
64	\$6.10		64	\$10.62		
96	\$9.15		96	\$15.93		



# ATTACHMENT C: RRI REVIEW MEMORANDUM

## ATTACHMENT 1

Form 4						
COMMERCIAL BIN SOLID WASTE COLLECTION SERVICE RATES						
Container Size	Collection Frequency X Per Week					
	1	2	3	4	5	6
<b>A. COMMERCIAL BIN SOLID WASTE COLLECTION SERVICE RATES -Including Franchise Fees</b>						
	Commercial Bin SOLID WASTE Rate:			\$116.13	Per Cubic Yard	
1	\$116.13	\$232.26	\$348.39	\$464.52	\$580.65	\$696.78
1.5	\$174.20	\$348.39	\$522.59	\$696.78	\$870.98	\$1,045.17
2	\$232.26	\$464.52	\$696.78	\$929.04	\$1,161.30	\$1,393.56
3	\$348.39	\$696.78	\$1,045.17	\$1,393.56	\$1,741.95	\$2,090.34
4	\$464.52	\$929.04	\$1,393.56	\$1,858.08	\$2,322.60	\$2,787.12
6	\$696.78	\$1,393.56	\$2,090.34	\$2,787.12	\$3,483.90	\$4,180.68
7	\$812.91	\$1,625.82	\$2,438.73	\$3,251.64	\$4,064.55	\$4,877.46
<b>B. COMMERCIAL BIN SOLID WASTE SPECIAL AND EXTRA SERVICE RATES -Per Collection -Including Franchise Fees</b>						
<u>Extra Collection Service</u>				<u>Special Collection Service</u>		
<u>(Same day as regular collection)</u>				<u>(Other than normal Collection Day)</u>		
1	\$26.82			1	\$47.78	
1.5	\$40.23			1.5	\$63.24	
2	\$53.64			2	\$73.59	
3	\$80.46			3	\$98.55	
4	\$107.28			4	\$123.08	
6	\$160.92			6	\$180.75	
7	\$187.74			7	\$206.90	

# ATTACHMENT C: RRI REVIEW MEMORANDUM

## ATTACHMENT 1

Form 5

COMMERCIAL BIN RECYCLING/ORGANICS COLLECTION SERVICE RATES

Container Size	Collection Frequency X Per Week					
	1	2	3	4	5	6
A. COMMERCIAL BIN RECYCLING/ORGANICS COLLECTION SERVICE RATES -Including Franchise Fees						
Com Bin Recycling/Organics Rate 50% of SOLID WASTE Rate:				\$58.07	Per Cubic Yard	
1	\$58.07	\$116.14	\$174.21	\$232.28	\$290.35	\$348.42
1.5	\$87.11	\$174.21	\$261.32	\$348.42	\$435.53	\$522.63
2	\$116.14	\$232.28	\$348.42	\$464.56	\$580.70	\$696.84
3	\$174.21	\$348.42	\$522.63	\$696.84	\$871.05	\$1,045.26
4	\$232.28	\$464.56	\$696.84	\$929.12	\$1,161.40	\$1,393.68
6	\$348.42	\$696.84	\$1,045.26	\$1,393.68	\$1,742.10	\$2,090.52
7	\$406.49	\$812.98	\$1,219.47	\$1,625.96	\$2,032.45	\$2,438.94
B. COMMERCIAL BIN RECYCLING/ORGANICS SPECIAL AND EXTRA SERVICE RATES -Per Collection -Including Franchise Fees						
Extra Collection Service					Special Collection Service	
(Same day as regular collection)					(Other than normal Collection Day)	
1	\$13.41				1	\$23.91
1.5	\$20.12				1.5	\$31.64
2	\$26.82				2	\$36.80
3	\$40.23				3	\$49.28
4	\$53.64				4	\$61.53
6	\$80.47				6	\$90.38
7	\$93.88				7	\$103.45

# ATTACHMENT C: RRI REVIEW MEMORANDUM

## ATTACHMENT 1

Form 6

COMMERCIAL COMPACTOR SOLID WASTE COLLECTION SERVICE RATES						
A. COMMERCIAL COMPACTOR BIN SOLID WASTE COLLECTION SERVICE RATES -Including Franchise Fees- 2 Times the Uncompacted Rate						
Commercial Compactor SOLID WASTE Rate:				\$232.26	Per Cubic Yard	
Container Size	Collection Frequency X Per Week					
	1	2	3	4	5	6
1	\$232.26	\$464.52	\$696.78	\$929.04	\$1,161.30	\$1,393.56
1.5	\$348.39	\$696.78	\$1,045.17	\$1,393.56	\$1,741.95	\$2,090.34
2	\$464.52	\$929.04	\$1,393.56	\$1,858.08	\$2,322.60	\$2,787.12
3	\$696.78	\$1,393.56	\$2,090.34	\$2,787.12	\$3,483.90	\$4,180.68
4	\$929.04	\$1,858.08	\$2,787.12	\$3,716.16	\$4,645.20	\$5,574.24
6	\$1,393.56	\$2,787.12	\$4,180.68	\$5,574.24	\$6,967.80	\$8,361.36
7	\$1,625.82	\$3,251.64	\$4,877.46	\$6,503.28	\$8,129.10	\$9,754.92
B. COMMERCIAL COMPACTOR BIN SOLID WASTE SPECIAL & EXTRA SERVICE RATES-Per Collection- Including Franchise Fees						
Extra Collection Service					Special Collection Service	
(Same day as regular collection)					(Other than normal Collection Day)	
1	\$53.64				1	\$95.58
1.5	\$80.46				1.5	\$126.51
2	\$107.28				2	\$147.20
3	\$160.92				3	\$197.09
4	\$214.56				4	\$246.16
6	\$321.84				6	\$361.53
7	\$375.48				7	\$413.77



# ATTACHMENT C: RRI REVIEW MEMORANDUM

## ATTACHMENT 1

Form 7

COMMERCIAL COMPACTOR BIN RECYCLING/ORGANICS COLLECTION SERVICE RATES							
A. COMMERCIAL COMPACTOR BIN RECYCLING/ORGANICS COLLECTION SERVICE RATES -Including Franchise Fees-2 Times the Uncompacted Rate							
	Commercial Bin RECYCLING/ORGANICS Rate:			\$116.14	Per Cubic Yard		
Container Size	Collection Frequency X Per Week						
	1	2	3	4	5	6	
1	\$116.14	\$232.28	\$348.42	\$464.56	\$580.70	\$696.84	
1.5	\$174.21	\$348.42	\$522.63	\$696.84	\$871.05	\$1,045.26	
2	\$232.28	\$464.56	\$696.84	\$929.12	\$1,161.40	\$1,393.68	
3	\$348.42	\$696.84	\$1,045.26	\$1,393.68	\$1,742.10	\$2,090.52	
4	\$464.56	\$929.12	\$1,393.68	\$1,858.24	\$2,322.80	\$2,787.36	
6	\$696.84	\$1,393.68	\$2,090.52	\$2,787.36	\$3,484.20	\$4,181.04	
7	\$812.98	\$1,625.96	\$2,438.94	\$3,251.92	\$4,064.90	\$4,877.88	
B. COMMERCIAL COMPACTOR BIN RECYCLING/ORGANICS SPECIAL & EXTRA SERVICE RATES-Per Collection-Including Franchise Fees							
Extra Collection Service					Special Collection Service		
(Same day as regular collection)					(Other than normal Collection Day)		
1	\$26.82				1	\$47.78	
1.5	\$40.23				1.5	\$63.24	
2	\$53.64				2	\$73.59	
3	\$80.47				3	\$98.55	
4	\$107.29				4	\$123.08	
6	\$160.93				6	\$180.75	
7	\$187.76				7	\$206.90	

# ATTACHMENT C: RRI REVIEW MEMORANDUM

## ATTACHMENT 1

Form 8				
COMMERCIAL ROLL OFF SOLID WASTE COLLECTION SERVICE RATES				
A. ROLL-OFF SOLID WASTE BOX COLLECTION SERVICE RATES -Including Franchise Fees				
		Uncompacted Rate equals:	\$29.21	Per Cubic Yard
	Box Size	Pickup /Return	Flashers	Delivery
6	CY BOX	\$584.20	\$26.68	\$53.34
14	CY BOX	\$584.20	\$26.68	\$53.34
20	CY BOX	\$584.20	\$26.68	\$53.34
30	CY BOX	\$876.30	\$26.68	\$53.34
40	CY BOX	\$1,168.40	\$26.68	\$53.34
50	CY BOX	\$1,460.50	\$26.68	\$53.34
		EXCESS DISPOSAL RATE PER TON:	\$93.79	Over 3 Tons
<p>Note: All Commercial Roll-Off Box per pull service rates consist of collection rates, disposal costs up to the first six thousand (6,000) pounds of material and franchise fees only; disposal costs for material in excess of six thousand (6,000) pounds will be based on actual disposal costs plus the applicable franchise fee. The total customer rate will be the pull rate and any applicable disposal costs on excess material along with the franchise fee.</p>				
B. COMPACTED ROLL-OFF SOLID WASTE BOX COLLECTION SERVICE RATES-Including Franchise Fees				
		Compacted Rates Are 2X the Uncompacted Rate:	\$58.42	Per Cubic Yard
	Box Size	Pickup/Return		
15	CY BOX	\$876.30		
20	CY BOX	\$1,168.40		
24	CY BOX	\$1,402.08		
30	CY BOX	\$1,752.60		
34	CY BOX	\$1,986.28		
35	CY BOX	\$2,044.70		
40	CY BOX	\$2,336.80		
		EXCESS DISPOSAL RATE PER TON:	\$93.79	Over 5 Tons
<p>Note: All Commercial Compacted Roll-Off Box per pull service rates consist of collection rates, disposal costs up to the first ten thousand (10,000) pounds of material and franchise fees only; disposal costs for material in excess of ten thousand (10,000) pounds will be based on actual disposal costs plus the applicable franchise fee. The total customer rate will be the pull rate and any applicable disposal costs on excess material along with the franchise fee.</p>				

# ATTACHMENT C: RRI REVIEW MEMORANDUM

## ATTACHMENT 1

Form 9				
COMMERCIAL ROLL OFF RECYCLING COLLECTION SERVICE RATES				
<b>A. COMMERCIAL ROLL-OFF RECYCLING BOX COLLECTION SERVICE RATES -Including Franchise Fees-50% of Solid Waste Rate</b>				
Uncompacted Rate equals:			<b>\$14.61</b>	Per Cubic Yard
Box Size	CY BOX	Pickup /Return	Flashers	Delivery
6	CY BOX	\$292.10	\$26.68	\$53.34
14	CY BOX	\$292.10	\$26.68	\$53.34
20	CY BOX	\$292.10	\$26.68	\$53.34
30	CY BOX	\$438.15	\$26.68	\$53.34
40	CY BOX	\$584.20	\$26.68	\$53.34
50	CY BOX	\$730.25	\$26.68	\$53.34
<b>EXCESS DISPOSAL RATE PER TON:</b>			<b>\$46.88</b>	<b>Over 3 Tons</b>
<p>Note: All Commercial Roll-Off Box per pull service rates consist of collection rates, recycling weights up to the first six thousand (6,000) pounds of material and franchise fees only; costs for recyclable materials in excess of six thousand (6,000) pounds will be based on 50% of the solid waste disposal fee plus the applicable franchise fee. The total customer rate will be the pull rate and any applicable costs on excess material along with the franchise fee.</p>				
<b>B. COMMERCIAL COMPACTED ROLL-OFF RECYCLING BOX COLLECTION SERVICE RATES -Including Franchise Fees</b>				
Compacted Rates Are 2X the Uncompacted Rate:			<b>\$29.21</b>	Per Cubic Yard
Box Size	CY BOX	Pickup/Return		
15	CY BOX	\$438.15		
20	CY BOX	\$584.20		
24	CY BOX	\$701.04		
30	CY BOX	\$876.30		
34	CY BOX	\$993.14		
35	CY BOX	\$1,022.35		
40	CY BOX	\$1,168.40		
<b>EXCESS DISPOSAL RATE PER TON:</b>			<b>\$46.88</b>	<b>Over 5 Tons</b>
<p>Note: All Commercial Compacted Roll-Off Box per pull service rates consist of collection rates, recycling weights up to the first ten thousand (10,000) pounds of material and franchise fees only; costs for recyclable materials in excess of ten thousand (10,000) pounds will be based on 50% of the solid waste disposal fee plus the applicable franchise fee. The total customer rate will be the pull rate and any applicable costs on excess material along with the franchise fee.</p>				

# ATTACHMENT C: RRI REVIEW MEMORANDUM

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## ATTACHMENT 1

Form 10				
COMMERCIAL ROLL OFF C&D COLLECTION SERVICE RATES				
A. COMMERCIAL ROLL-OFF C&D BOX COLLECTION SERVICE RATES -Including Franchise Fees-75% of Solid Waste Rate				
Uncompacted Rate equals:			\$21.91	Per Cubic Yard
Box Size	Pickup /Return	Flashers	Delivery	
6	CY BOX	\$438.20	\$26.68	\$53.34
14	CY BOX	\$438.20	\$26.68	\$53.34
20	CY BOX	\$438.20	\$26.68	\$53.34
30	CY BOX	\$657.30	\$26.68	\$53.34
40	CY BOX	\$876.40	\$26.68	\$53.34
50	CY BOX	\$1,095.50	\$26.68	\$53.34
	EXCESS DISPOSAL RATE PER TON:		\$70.32	Over 3 Tons
Note: All Commercial Roll-Off Box per pull service rates consist of collection rates, C&D weights up to the first six thousand (6,000) pounds of material and franchise fees only; costs for C&D materials in excess of six thousand (6,000) pounds will be based on 75% of the solid waste disposal fee plus the applicable franchise fee. The total customer rate will be the pull rate and any applicable costs on excess material along with the franchise fee.				

# ATTACHMENT C: RRI REVIEW MEMORANDUM

## ATTACHMENT 1

Form 11				
COMMERCIAL ROLL OFF ORGANICS COLLECTION SERVICE RATES				
A. COMMERCIAL ROLL-OFF ORGANICS BOX COLLECTION SERVICE RATES -Including Franchise Fees- 75% of Solid Waste Rate				
Uncompacted Rate equals:			\$21.91	Per Cubic Yard
Box Size	Pickup /Return	Flashers	Delivery	
6	CY BOX	\$438.20	\$26.68	\$53.34
14	CY BOX	\$438.20	\$26.68	\$53.34
20	CY BOX	\$438.20	\$26.68	\$53.34
30	CY BOX	\$657.30	\$26.68	\$53.34
40	CY BOX	\$876.40	\$26.68	\$53.34
50	CY BOX	\$1,095.50	\$26.68	\$53.34
EXCESS DISPOSAL RATE PER TON:			\$70.32	Over 3 Tons
Note: All Commercial Roll-Off Box per pull service rates consist of collection rates, organics weights up to the first six thousand (6,000) pounds of material and franchise fees only; costs for organics materials in excess of six thousand (6,000) pounds will be based on 50% of the solid waste disposal fee plus the applicable franchise fee. The total customer rate will be the pull rate and any applicable costs on excess material along with the franchise fee.				
B. COMMERCIAL COMPACTED ROLL-OFF ORGANICS BOX COLLECTION SERVICE RATES -Including Franchise Fees				
Compacted Rates Are 2X the Uncompacted Rate:			\$43.82	Per Cubic Yard
Box Size	Pickup/Return			
15	CY BOX	\$657.30		
20	CY BOX	\$876.40		
24	CY BOX	\$1,051.68		
30	CY BOX	\$1,314.60		
34	CY BOX	\$1,489.88		
35	CY BOX	\$1,533.70		
40	CY BOX	\$1,752.80		
EXCESS DISPOSAL RATE PER TON:			\$70.32	Over 5 Tons
Note: All Commercial Compacted Roll-Off Box per pull service rates consist of collection rates, organics weights up to the first ten thousand (10,000) pounds of material and franchise fees only; costs for organics materials in excess of ten thousand (10,000) pounds will be based on 50% of the solid waste disposal fee plus the applicable franchise fee. The total customer rate will be the pull rate and any applicable costs on excess material along with the franchise fee.				



# ATTACHMENT C: RRI REVIEW MEMORANDUM

## ATTACHMENT 1

Form 12 MAXIMUM RATES ANCILLARY FEES		
<b>The following fees shall be adjusted annually using the RRI as set forth in Article 12.</b>		
SERVICE TYPE	RATE	
Additional Cart Exchange	\$57.68	Each Additional Occurrence
Additional Cart Replacement	\$57.68	Each Additional Cart
Additional Bin Exchange	\$115.35	Each Additional Occurrence
Additional Bin Replacement	\$692.08	Each Additional Bin
Additional Bulky Goods Collection Curbside	\$57.68	Each Additional Cubic Yard
Additional Bulky Goods ("Over the water line")	\$57.68	Per Cubic Yard
Bin Overage Rate ("Over the water line")	\$57.68	Per Bin Per Occurrence
Roll Off Relocation Fee	\$73.29	
Roll Off Dry Run / Cancellation Fee	\$124.89	
Roll Off Placement Fee	\$53.34	
Roll Off Flasher Fee	\$26.68	Per Pull
Roll Off Demurrage Fee (After 7 Calendar Days)	\$30.63	Per Week
Washout of Roll Off Box at Time of Service	\$138.42	
Washout of Roll Off Compactor at Time of Service	\$138.42	
Steam Cleaning of Roll Off Box at Time of Service	\$346.04	
Steam Cleaning of Roll Off Compactor at Time of Service	\$346.04	
Overage of Solid Waste, Recyclables (except OCC) and Compostable Materials in Carts (Included Residential and Commercial Customers)	\$0.59	per gallon
Cardboard (OCC) Overage for all Residential and Commercial Cart Customers	No Charge	
Overage of MSW, Recyclables and Compostable Materials in Bins (Includes SFD, MFD and Commercial Customers)	\$46.14	per cubic yard
Supplementary Recyclables and Compostables Capacity per Gallon for Small Business Customers	\$0.29	per gallon
Supplementary Recycling Capacity per Cubic Yard (For Small Business Customers)	\$46.14	per cubic yard
Disputed Material	\$46.14	per cubic yard
Contractor's Job Truck	\$224.91	per Hour plus Disposal @ \$50.00 per CY
Collection of Bagster Bag and Contents	\$233.63	per bag
Handy Hauler	\$155.56	
<b>The following fee shall be adjusted annually using the CPI as set forth in Exhibit 2.</b>		
Lock Sale Fee – Bin or Enclosure	\$27.17	
<b>The following fees shall not be adjusted annually.</b>		
Non Sufficient Funds (NSW) Fee	\$25.00	
Commercial Finance Charge (on accounts over 30 days past due)	1.50%	
Residential Finance Charge (on accounts over 45 days past due)	1.50%	
<b>Note: These Ancillary rates and fees include Franchise Fees</b>		