

collection service once every other week. Contractor’s equipment shall be clearly marked with Contractor’s name and shall be utilized in a manner to prevent the blowing or scattering of materials onto public streets or properties.

7. **Contractor Provided Approved Containers.** Contractor shall furnish one (1) 95-gallon Solid Waste cart and one (1) 95-gallon Recyclables cart (each an Approved Container) for every Household Unit receiving the Services contemplated by this Agreement. All Approved Containers furnished by Contractor for use by Household Units, shall while in the possession and control of the Household Unit, remain the property of Contractor and neither the Household Unit nor the City shall have any ownership rights to such Approved Containers. Household Units shall use Approved Containers only for the purposes intended and shall not make any alterations or improvements. Household Units shall be responsible for loss or damage to Approved Containers in excess of ordinary wear and tear. In the event a Household Unit requests a replacement container due to theft or damage beyond ordinary wear and tear, Contractor shall provide additional containers and charge the Household Unit directly for the cost of thereof at a rate of \$75.00 per Approved Container. If a new resident requests a replacement container due to a size preference, Contractor shall provide a replacement container at no additional charge.

8. **Disposal of Solid Waste:** Contractor shall deliver all Solid Waste collected hereunder to a licensed and approved disposal site as determined by Contractor. Fees for disposal are included in the rates set forth in Section 10 of this Contract. In the event the cost of disposal at such facility increases or the facility is not available for disposal or the City designates a different facility for disposal then contractor may request to renegotiate the contract.

9. **Recyclables Processing.** Contractor shall deliver all Recyclables collected hereunder for processing to a facility of Contractor’s choice. Any proceeds from the sale of Recyclables shall remain the property of Contractor.

10. **Rates:**

(a) **Rates.** The initial rates charged by Contractor for Services provided pursuant to this Contract are as follows:

	<u>Jun-19</u>	<u>Jun-20</u>	<u>Jun-21</u>	<u>Jun-22</u>	<u>Jun-23</u>	<u>Jun-24</u>
Waste	\$ 8.28	\$ 9.08	\$ 9.41	\$ 9.73	\$ 10.06	\$ 10.38
Recycling	\$ 2.99	\$ 4.20	\$ 4.52	\$ 4.85	\$ 5.17	\$ 5.50
Total	\$ 11.27	\$ 13.28	\$ 13.93	\$ 14.58	\$ 15.23	\$ 15.88
\$ Increase (monthly cost)		\$ 2.01	\$ 0.65	\$ 0.65	\$ 0.65	\$ 0.65
% Increase (monthly cost)		17.8%	4.9%	4.7%	4.5%	4.3%

NOTE: Rates will be adjusted in option years post May 31, 2025 by the Sewer/Water/Trash Index with a minimum increase of 2% and maximum increase of 4%.

(b) **Recycling Rate Adjustments.** The rates charged by Contractor for Recyclables collection Services shall be adjusted on the anniversary date of this Contract based on any changes in the Average Monthly Net Cost for the prior year.

(c) **Monthly Net Cost.** Contractor shall provide monthly data to enable the calculation of the average monthly net cost per ton to deliver collected Recyclables to the disposal or processing facility