

AMENDMENT NO.1
To the
Agreement between the
CITY OF WATERFORD
And
GILTON SOLID WASTE MANAGEMENT, INC
For
FRANCHISE AGREEMENT

THIS AMENDMENT NO. 1, dated January 6, 2022, is entered into by and between the **CITY OF WATERFORD**, a municipal corporation (hereinafter "CITY") and Gilton Solid Waste Management, Inc, (hereinafter "COLLECTOR").

WHEREAS, the parties hereto previously entered into an agreement dated September 7, 2017, whereby COLLECTOR will perform Solid Waste Collection services for the City (hereinafter the "Agreement").

NOW, THEREFORE, the parties hereto mutually agree to amend said Agreement as follows:

1. Section 6. of the Agreement is amended to read as follows:

TERM OF AGREEMENT: The term of this Agreement shall commence on February 1, 2022 ("Effective Date") and shall be in force for five (5) calendar years. On the third anniversary and each following anniversary of the Effective Date, the term will automatically be extended one (1) additional year, until such time as either the City or the Collector submits in writing to the other that their intent is to terminate said Agreement. If such notice is provided, the Agreement shall be terminated two (2) year from the next Effective Date anniversary, notwithstanding the remaining term that would otherwise be in effect, and the City may in its discretion advertise for competitive bids for solid waste collection services with such services to commence after the expiration of the contract term of this Agreement. Nothing herein shall be deemed or construed to impair the right of the City to immediately terminate the Agreement with Collector due to Collector's substantial failure to perform the services and responsibilities specified and agreed to in this Agreement.

2. Section 8.1. of the Agreement is amended to read as follows:

RATES: The maximum rates to be charged by Collector are set forth in Exhibit C ("Rate" or "Rates") and may be adjusted by the City Council by ordinance or resolution. For the first year of the Agreement, Collector shall charge rates that are no greater than the maximum rates as provided in Exhibit C. In years two (2) through five (5) of the Agreement Term, the City will adjust the maximum charges made to Customers under this Agreement to reflect annual changes in the Consumer Price Index for All Urban Consumers ("CPI") published by the U.S. Department of Labor for the San Francisco-Oakland-San Jose, CA statistical area. Such adjustments shall not exceed two and a half percent (2.5%) per year. The adjustment shall become effective on the anniversary of the Effective Date and be based on the previous twelve-month index analysis from September to August. In all subsequent years, the Collector may request,

and the City Council shall consider, rate adjustments based on the above referenced CPI index, in addition to any other adjustments provided for under subsections 8.3. and 8.4.

3. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers thereunto duly authorized on the date first written hereinabove.

Executed on this 6th day of January, 2022, at Waterford, County of Stanislaus, California.

COLLECTOR

DocuSigned by:

Richard Gilton

Signature
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**CITY
CITY OF WATERFORD**

DocuSigned by:

Michael G. Pitcock

Signature
1-DEF4EB82381D5D...
Michael G. Pitcock, P.E.
City Manager

APPROVED AS TO FORM

DocuSigned by:

Corbett J. Browning

Signature
F2D1FA69CB464A7...
Corbett J. Browning
City Attorney

DocuSigned by:

Patricia Krause

Signature
0E40B251B23D4F2...
ATTEST
Patricia Krause
City Clerk

City of Waterford
Monthly Refuse Service Rates
Front Loader Bins
Effective January 1, 2022

Number of Accounts	Bin Size	Collection Frequency	Current Monthly Rate January 1, 2021	New Rate January 1, 2022
28	2 Cubic Yard	1	\$85.12	\$110.77
1	2 Cubic Yard	2	\$153.93	\$205.24
36	3 Cubic Yard	1	\$113.88	\$152.36
3	3 Cubic Yard	2	\$218.82	\$295.78
34	4 Cubic Yard	1	\$151.91	\$203.22
10	4 Cubic Yard	2	\$279.53	\$382.14
2	6 Cubic Yard	1	\$202.63	\$279.59
0	6 Cubic Yard	2	\$387.03	\$489.64

* Extraordinary Cost Increase due to State Mandate SB 1383

\$2.96 per yard per week

Additional Charges:

Extra Dump Per event

2 yard	\$20.83	\$25.56
3 yard	\$20.83	\$35.16
4 yard	\$20.83	\$46.90
6 yard	\$20.83	\$64.52

Go-Back Per event

Lock Installation- Locking Bar (One time charge)

Master Lock (per lock)

Disk Lock (per lock)

Bad/ Returned Check

Restart Fee without delivery

Restart Fee with delivery

Replacement Fee- without a case number

Replacement Fee- with case number

Contamination Fee

Service Charge- of billed amount when late

	\$15.62	\$35.00
	\$31.24	\$32.02
	\$26.04	\$26.69
	\$36.45	\$37.36
	\$30.04	\$30.79
	\$20.83	\$21.35
	\$104.14	\$106.74
	\$228.75	\$234.47
	\$62.48	\$64.04
	\$62.48	\$64.04
	1.50%	1.50%

These fees include:

1. Compost Procurement
2. Route Reviews & Waste Audits

City of Waterford
Monthly Refuse Service Rates
Automated Carts
Effective January 1, 2022

STANDARD SERVICE

	Current Monthly Rate January 1, 2021		New Monthly Rate* January 1, 2022	
		<u>Physically Impaired/</u>		<u>Physically Impaired/</u>
<u>BASIC CART SERVICE</u>	<u>Monthly Charge</u>	<u>Senior Rates</u>	<u>Monthly Charge</u>	<u>Senior Rates</u>
96 Gallon - MSW Cart Rate	\$ 23.05	\$ 20.34	\$ 23.05	\$ 20.34
96 Gallon - Organics Cart Rate	\$ -	\$ -	\$ 11.96	\$ 11.96

* Extraordinary Cost Increase due to State Mandate SB 1383

ADDITIONAL 96 GALLON CART

MSW Cart Rate	\$ 7.24	\$ 15.42
Organic Waste Rate	\$ 7.24	\$ 9.73

ADDITIONAL CHARGES

Go-Back (Cart NOT out; one courtesy / year)	\$ 7.81	Per Event	\$ 15.00	Per Event
Extra Collection	\$ 10.41	Per Event	\$ 18.75	Per Event
Bad/ Returned Check	\$ 30.04		\$ 30.79	
Restart Fee with delivery	\$ 52.07		\$ 53.37	
Replacement Fee- without a case number	\$ 78.11		\$ 80.06	
Replacement Fee- with a case number	\$ 20.83		\$ 21.35	
Contamination Fee	\$ 10.41		\$ 20.00	
Service Charge- of billed amount when late	1.5%		1.5%	

VALUE ADDED SERVICES

The above monthly rates include the following Value Added Services

Value Added Services

Curbside Bulky Item Collection Program- Two Appointments per Customer per Year
Curbside Electronic Waste Collection Program- Four Appointments per Customer per Year
Illegal Dump Clean-Up Program
Christmas Tree Collection Program

These fees include:

1. Compost Procurement
2. Route Reviews & Waste Audits