

**NINTH AMENDMENT  
AMENDED AND RESTATED SOLID WASTE COLLECTION FRANCHISE  
AGREEMENT FOR AREAS OF HUMBOLDT COUNTY (EUREKA AREA)**

This Ninth Amendment to the Amended and Restated Solid Waste Collection Franchise Agreement dated April 26, 2011, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Recology Humboldt County, a California corporation, hereinafter referred to as "CONTRACTOR," shall be effective as of July 1, 2017 (the "Effective Date").

**RECITALS**

WHEREAS, on April 26, 2011, COUNTY and CONTRACTOR entered into an Amended and Restated Solid Waste Collection Franchise Agreement for the handling and disposal of solid waste in the unincorporated Eureka area of Humboldt County ("EOC"), for the period of January 1, 2011 to December 31, 2020; and

WHEREAS, COUNTY and CONTRACTOR subsequently amended such Franchise Agreement eight times, with the first two amendments having an effective date of July 1, 2011, the third having an effective date of July 1, 2012, the fourth having an effective date of July 1, 2013, the fifth having an effective date of July 1, 2014, the sixth having an effective date of October 1, 2014, the seventh having an effective date of July 1, 2015, and the eighth having an effective date of July 1, 2016 (such Franchise Agreement as so amended, the "EOC Franchise Agreement"); and

WHEREAS, on April 26, 2011, COUNTY and CONTRACTOR entered into a Solid Waste Collection Franchise Agreement for the handling and disposal of solid waste in the unincorporated Blue Lake and Fieldbrook areas of Humboldt County ("BL/FB"), for the period of January 1, 2011 to December 31, 2020 (such agreement, as amended, the "BL/FB Franchise Agreement"); and

WHEREAS, on June 28, 2011, COUNTY and Arcata Garbage Company entered into a Solid Waste Collection Franchise Agreement for the handling and disposal of solid waste in the unincorporated Arcata area of Humboldt County ("AOC") for the period of July 1, 2011 to June 30, 2021 (such agreement, as amended, the "AOC Franchise Agreement"); and

WHEREAS, with COUNTY's consent, Recology Inc. acquired all the outstanding shares of Arcata Garbage Company and changed its name to Recology Arcata; and

WHEREAS, the franchise areas under the three aforementioned franchise agreements are contiguous; and

WHEREAS, COUNTY and CONTRACTOR wish to standardize Maximum Service Rates and services across such franchise areas so that customers in the BL/FB and AOC areas receive the same services and are charged in accordance with the same Maximum Service Rates as customers in the EOC area except that CONTRACTOR shall provide street sweeping services in the EOC area, and Maximum Service Rates in that area shall differ from those in the other areas to reflect the cost of that service; and

WHEREAS, to that end, COUNTY and CONTRACTOR wish to merge the BL/FB Franchise Agreement and the AOC Franchise Agreement into the EOC Franchise Agreement, and simultaneously to expand the franchise area under the EOC Franchise Agreement to include the franchise areas under the BL/FB Franchise Agreement and the AOC Franchise Agreement; and

WHEREAS, the parties wish to adjust Maximum Service Rates under the EOC Franchise Agreement as so amended to cover the cost of additional services and service improvements that

customers in the BL/FB and AOC franchise areas will receive, and to reflect adjustments required under the provisions of the EOC Franchise Agreement; and

WHEREAS, the parties wish to stagger the adjustments to cover the cost of additional services and service improvements over two (2) years, with an adjustment of three and 89/100 percent (3.89%) to take effect on July 1, 2017, and an adjustment of three percent (3.0%) to take effect on July 1, 2018, over and above any other adjustments provided for hereunder or under the EOC Franchise Agreement.

NOW THEREFORE, the parties mutually agree as follows:

1. The title of the EOC Franchise Agreement (Amended and Restated Solid Waste Collection Franchise Agreement for Areas of Humboldt County [Eureka Area]) is hereby amended to read in its entirety as follows:

**“AMENDED, RESTATED AND CONSOLIDATED SOLID WASTE COLLECTION FRANCHISE AGREEMENT FOR THE UNINCORPORATED EUREKA, ARCATA, BLUE LAKE AND FIELDBROOK AREAS OF HUMBOLDT COUNTY”**

2. Section 1.A of the EOC Franchise Agreement (Area Covered) is hereby amended to read in its entirety as follows:

**“A. Area Covered.**

This Agreement shall pertain to that area of the unincorporated territory of the County of Humboldt which is more specifically described in Exhibit C attached hereto and incorporated herein by this reference (such area, the “Franchise Area” or the “Mid-County Area”). The Franchise Area consists of three contiguous sub-areas – the Eureka Area, the Blue Lake/Fieldbrook Area, and the Arcata Area – each of which is defined in Exhibit C.”

3. Section 2 of the EOC Franchise Agreement (Term of Franchise) is hereby amended to read in its entirety as follows:

**“2. Term of Franchise.**

Unless earlier terminated pursuant to this Agreement, the term of this Agreement shall begin on January 1, 2011 (the “Commencement Date”) and terminate on December 31, 2030. The term may be further extended until December 31, 2035, by mutual agreement, provided that COUNTY determines that CONTRACTOR is providing service consistent with all requirements of this Agreement and all amendments hereto.”

4. Section 5 of the EOC Franchise Agreement (Service Obligations of Contractor) is hereby amended to add the following subsection 5.C thereto:

**“C. Street Sweeping Services.**

CONTRACTOR shall sweep all streets within the Eureka Area (as defined in Exhibit C), provided such streets are paved and have curbs and gutters, and excluding streets in such disrepair that sweeping may be hazardous to persons or property, including CONTRACTOR’s personnel and equipment. CONTRACTOR shall not be responsible for sweeping portions of streets that are blocked or covered by cars or other obstacles. The frequency of sweeping shall be once monthly for residential areas and twice monthly for commercial areas. The particular streets to be swept on each day of the month shall be as mutually agreed by COUNTY and

CONTRACTOR. CONTRACTOR shall not be required to perform sweeping on days with significant rain or where there is flooding or other unsafe conditions. Unless otherwise agreed by the parties, sweeping of residential and commercial areas shall only occur during permitted residential and commercial collection hours, respectively. CONTRACTOR shall arrange for the disposal of all street sweepings. CONTRACTOR shall conduct an outreach program to assist COUNTY in notifying the public of the days and times that street sweeping will be conducted on each street. The outreach program shall be completed no later than August 1, 2017. COUNTY shall have the right to review and approve CONTRACTOR's outreach plan and the text of any outreach materials, such approval not to be unreasonably withheld. CONTRACTOR shall make itself available to COUNTY's Public Works Department to provide additional sweeping in the Franchise Area on an occasional basis, as mutually agreed by COUNTY and CONTRACTOR."

5. Section 5 of the EOC Franchise Agreement (Service Obligations of Contractor) is hereby amended to add the following subsection 5.D thereto:

**"D. Phase-In of Services.**

In order to give CONTRACTOR sufficient time to procure and place into service the equipment necessary to provide additional services to the Arcata Area and Blue Lake/Fieldbrook Area, the parties agree as follows. Notwithstanding any other provision of this Agreement, CONTRACTOR shall not be required to provide (i) automated collection of Franchise Solid Waste from residential customers in the Arcata Area before September 1, 2017; (ii) collection of Green Waste from residential customers in the Arcata Area or the Blue Lake/Fieldbrook Area before September 1, 2017; or (iii) collection from 20-gallon carts (including the senior discount, which is based on such cart size) in the Arcata Area before September 1, 2017."

6. The fourth sentence of Section 10.A of the Franchise Agreement is hereby amended to read in its entirety as follows:

"The "Recycling Percentage" shall be eight and eight-tenths percent (8.8%)."

7. Subsections b, d, g and h of Section 14.C(2) of the EOC Franchise Agreement (Permitted Adjustments) are hereby amended to read in their entirety as follows, respectively:

**"b.** The number of Contractor's residential solid waste customers in the Franchise Area exceeds 7,700 and Contractor is reasonably required to establish a new route in order to provide services to residential solid waste customers in accordance with this Agreement."

**"d.** The number of Contractor's residential recycling customers in the Franchise Area exceeds 6,000 and Contractor is reasonably required to establish a new route in order to provide services to residential recycling customers in accordance with this Agreement."

**"g.** The number of Contractor's residential Green Waste customers in the Franchise Area exceeds 2,000 and Contractor is reasonably required to establish a new route in order to provide services to residential Green Waste customers in accordance with this Agreement."

**"h.** Participation in Contractor's Bulky Item pickup program exceeds 1,100 pickups per year."

8. Section 14 of the EOC Franchise Agreement (Rates) is hereby amended to add the following subsection 14.F thereto:

**“F. Special 2018 Rate Adjustment for Consolidation of Franchise Areas.**

Effective July 1, 2018, Maximum Service Rates shall be increased by an additional three percent (3.0%) (the “Special Adjustment”). The Special Adjustment shall not limit, and shall be in addition to, any other adjustment of Maximum Service Rates that may be applicable under this Agreement. To give effect to the foregoing, the Maximum Service Rates effective as of July 1, 2018 shall be determined by (1) taking the Maximum Service Rates in effect immediately prior to that date, (2) adjusting them for the annual adjustment of Maximum Service Rates due to take effect on July 1, 2018 pursuant to Section 14.B, and any other adjustments that may then be applicable under this Agreement, and then (3) increasing the aso-adjusted Maximum Service Rates by an additional three percent (3.0%).”

9. Section 20 of the EOC Franchise Agreement (Assignment and Transfer of Control) is hereby amended to add the following sentence as the last sentence thereof:

“CONTRACTOR may perform any of its obligations hereunder through a wholly-owned subsidiary of itself or of Recology Inc., provided that CONTRACTOR ensures that such subsidiary complies with all the terms and conditions of this Agreement.”

10. The EOC Franchise Agreement is hereby amended to add Exhibit C – Franchise Area, which is attached hereto and incorporated herein by reference, to the EOC Franchise Agreement.
11. As of the Effective Date, both the BL/FB Franchise Agreement and the AOC Franchise Agreement are merged into, and superseded and replaced by, the EOC Franchise Agreement, as amended by this Ninth Amendment.
12. The Maximum Service Rates which may be charged by CONTRACTOR pursuant to Section 14 of the EOC Franchise Agreement shall be as shown in the modified version of Exhibit A – Maximum Service Rates, which is attached hereto and incorporated herein by reference. Such Maximum Service Rates shall supersede and replace all prior Maximum Service Rates set forth in the EOC Franchise Agreement, and all previous amendments thereto, as of the Effective Date of this Ninth Amendment. Such Maximum Service rates include the adjustment of three and 89/100 percent (3.89%) (over and above other adjustments) contemplated by the last recital of this amendment.
13. Except as modified herein, the EOC Franchise Agreement dated April 26, 2011, as previously amended, shall remain in full force and effect. In the event of a conflict between the provisions of this Ninth Amendment and the original Franchise Agreement, or any prior amendments thereto, the provisions of this Ninth Amendment shall govern. Capitalized terms used, but not defined, herein shall have the meanings given to them in the EOC Franchise Agreement. Unless otherwise expressly indicated, all references herein to sections refer to sections of the EOC Franchise Agreement, as amended.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have entered into this Ninth Amendment as of the last date indicated below.

*TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:*


*(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND*

*(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.*

**RECOLOGY HUMBOLDT COUNTY:**

By:   
Michael J. Sangiacomo  
President & CEO

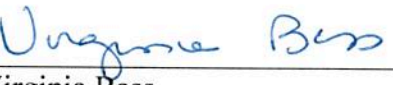
Date: June 21, 2017

By:   
Cary Chen  
Corporate Secretary

**Recology**  
Reviewed by:  
RG  
Legal

Date: June 21, 2017

**COUNTY OF HUMBOLDT:**

By:   
Virginia Bass  
Chair, Board of Supervisors

Date: 6/20/17

**INSURANCE CERTIFICATES APPROVED:**

By:   
Risk Management

Date: 6/22/17

Exhibit A  
Maximum Service Rates  
Effective as of July 1, 2017  
In Eureka Area, Blue Lake/Fieldbrook Area and Arcata Area  
*(see separate sheet(s) attached)*

**EXHIBIT A: MID-COUNTY FRANCHISE RATES**

**BLUE LAKE / FIELDBROOK / ARCATA AREAS**  
EFFECTIVE JULY 1, 2017

TYPE OF SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13
	LABOR	FUEL	NOS	BASE RATE	DISPOSAL FEES	COMBINED RATE	FREQUENCY OF SERVICE						
One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.

**TABLE 1**

TYPE OF SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13
	LABOR	FUEL	NOS	BASE RATE	DISPOSAL FEES	COMBINED RATE	FREQUENCY OF SERVICE						
One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.

**CART RATES - RESIDENTIAL**

20 Gallon Cart	\$6.94	\$6.08	\$0.57	\$0.51	\$7.94	\$7.00	\$15.45	\$13.59	\$6.10	\$6.10	\$21.55	\$19.69	Weekly
30 Gallon Cart	\$10.28	\$8.96	\$0.88	\$0.77	\$11.80	\$10.31	\$22.96	\$20.04	\$9.14	\$9.14	\$32.10	\$29.18	Weekly
48 Gallon Cart	\$13.89	\$12.04	\$1.17	\$1.02	\$15.93	\$13.87	\$30.99	\$26.93	\$14.63	\$14.63	\$45.62	\$41.56	Weekly
64 Gallon Cart	\$18.10	\$15.92	\$1.56	\$1.36	\$20.78	\$18.38	\$40.44	\$35.66	\$19.50	\$19.50	\$59.94	\$55.16	Weekly
93 Gallon Toter	\$23.63	\$20.21	\$1.99	\$1.71	\$27.20	\$23.36	\$52.82	\$45.28	\$28.34	\$28.34	\$81.16	\$73.62	Weekly
OCCASIONAL 30 gal.	\$3.88		\$0.33	\$4.41			\$8.62		\$2.11		\$10.73		Per pick-up

**CART RATES - COMMERCIAL RATES**

20 Gallon Cart	\$7.47	\$6.40	\$0.64	\$0.54	\$8.56	\$7.36	\$16.67	\$14.30	\$6.10	\$6.10	\$22.77	\$20.40	Weekly
30 Gallon Cart	\$11.21	\$9.49	\$0.96	\$0.80	\$12.84	\$10.92	\$25.01	\$21.21	\$9.14	\$9.14	\$34.15	\$30.35	Weekly
40 Gallon Cart	\$15.21	\$12.86	\$1.28	\$1.10	\$17.44	\$14.79	\$33.93	\$28.75	\$14.63	\$14.63	\$48.56	\$43.38	Weekly
64 Gallon Cart	\$20.37	\$17.46	\$1.65	\$1.47	\$22.40	\$20.06	\$43.62	\$38.99	\$19.50	\$19.50	\$63.12	\$58.49	Weekly
93 Gallon Cart	\$26.17	\$22.40	\$2.21	\$1.90	\$30.10	\$25.85	\$58.48	\$50.15	\$28.34	\$28.34	\$86.82	\$78.49	Weekly
	\$52.37	\$44.91	\$4.44	\$3.80	\$60.17	\$51.75	\$116.98	\$100.46	\$56.68	\$56.68	\$173.66	\$157.14	Twice Weekly

**COMMERCIAL BIN RATES (Monthly Service)**

1.0 CY	\$78.75	\$6.63	\$90.03	\$175.41	\$61.56	\$236.97	ONCE PER WEEK
	\$140.43	\$11.83	\$160.78	\$313.04	\$123.12	\$436.16	2x per week
	\$202.34	\$17.05	\$231.86	\$451.25	\$184.68	\$635.93	3x per week
	\$264.17	\$22.27	\$302.82	\$589.26	\$246.24	\$835.50	4x per week
	\$326.04	\$27.48	\$373.77	\$727.29	\$307.80	\$1,035.09	5x per week
	\$387.90	\$32.71	\$444.79	\$865.40	\$369.36	\$1,234.76	6x per week
1.5 CY	\$113.84	\$9.57	\$130.16	\$253.57	\$92.34	\$345.91	ONCE PER WEEK
	\$173.61	\$14.66	\$199.46	\$387.73	\$184.68	\$572.41	2x per week
	\$263.16	\$22.24	\$302.31	\$587.71	\$277.02	\$864.73	3x per week
	\$347.77	\$29.37	\$399.57	\$776.71	\$369.36	\$1,146.07	4x per week
	\$431.30	\$36.47	\$495.63	\$963.40	\$461.70	\$1,425.10	5x per week
	\$500.69	\$42.33	\$575.67	\$1,118.69	\$554.04	\$1,672.73	6x per week
2.0 CY	\$116.42	\$9.83	\$133.70	\$259.95	\$123.12	\$383.07	ONCE PER WEEK
	\$207.89	\$17.60	\$239.36	\$464.85	\$246.24	\$711.09	2x per week
	\$299.44	\$25.36	\$345.12	\$669.92	\$369.36	\$1,039.28	3x per week
	\$390.90	\$33.16	\$450.74	\$874.80	\$492.48	\$1,367.28	4x per week
	\$482.32	\$40.92	\$556.36	\$1,079.60	\$615.60	\$1,695.20	5x per week
	\$573.89	\$48.68	\$662.14	\$1,284.71	\$738.72	\$2,023.43	6x per week

**EXHIBIT A: MID-COUNTY FRANCHISE RATES**

**BLUE LAKE / FIELDBROOK / ARCATA AREAS**

TYPE OF SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13
	LABOR	FUEL	NOS	BASE RATE	DISPOSAL FEES	COMBINED NEW RATE	FREQUENCY OF SERVICE						
	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	

**(TABLE 2; Continued)**

2.5 CY	\$145.47	\$12.30	\$167.11	\$324.88	\$153.90	\$478.78	ONCE PER WEEK
	\$263.57	\$22.32	\$303.39	\$589.28	\$307.80	\$897.08	2x per week
	\$381.73	\$32.33	\$439.71	\$853.77	\$461.70	\$1,315.47	3x per week
	\$499.86	\$42.35	\$576.07	\$1,118.28	\$615.60	\$1,733.88	4x per week
	\$617.91	\$52.37	\$712.34	\$1,382.62	\$769.50	\$2,152.12	5x per week
	\$736.11	\$62.41	\$848.70	\$1,647.22	\$923.40	\$2,570.62	6x per week
3.0 CY	\$162.01	\$13.71	\$186.43	\$362.15	\$184.68	\$546.83	ONCE PER WEEK
	\$295.09	\$25.02	\$340.21	\$660.32	\$369.36	\$1,029.68	2x per week
	\$428.25	\$36.32	\$494.15	\$958.72	\$554.04	\$1,512.76	3x per week
	\$561.36	\$47.63	\$647.99	\$1,256.98	\$738.72	\$1,995.70	4x per week
	\$694.43	\$58.94	\$801.75	\$1,555.12	\$923.40	\$2,478.52	5x per week
	\$827.57	\$70.26	\$955.72	\$1,853.55	\$1,108.08	\$2,961.63	6x per week
4.0 CY	\$380.40	\$32.28	\$438.95	\$851.63	\$492.48	\$1,344.11	ONCE PER WEEK
	\$554.11	\$47.04	\$639.84	\$1,240.99	\$738.72	\$1,979.71	2x per week
	\$727.89	\$61.81	\$840.83	\$1,630.53	\$984.96	\$2,615.49	3x per week
	\$901.72	\$76.61	\$1,041.88	\$2,020.21	\$1,231.20	\$3,251.41	4x per week
	\$1,075.44	\$91.37	\$1,242.78	\$2,409.59	\$1,477.44	\$3,887.03	5x per week
5.0 CY	\$249.24	\$21.13	\$287.28	\$557.65	\$307.80	\$865.45	ONCE PER WEEK
	\$482.37	\$40.92	\$556.43	\$1,079.72	\$615.60	\$1,695.32	2x per week
	\$674.41	\$57.28	\$779.30	\$1,510.99	\$923.40	\$2,434.39	3x per week
	\$887.00	\$75.38	\$1,025.38	\$1,987.76	\$1,231.20	\$3,218.96	4x per week
	\$1,099.61	\$93.46	\$1,271.39	\$2,464.46	\$1,539.00	\$4,003.46	5x per week
	\$1,312.23	\$111.55	\$1,517.42	\$2,941.20	\$1,846.80	\$4,788.00	6x per week
6.0 CY	\$290.99	\$24.67	\$335.56	\$651.22	\$369.36	\$1,020.58	ONCE PER WEEK
	\$541.46	\$46.00	\$625.60	\$1,213.06	\$738.72	\$1,951.78	2x per week
	\$792.07	\$67.31	\$915.82	\$1,775.20	\$1,108.08	\$2,883.28	3x per week
	\$1,042.58	\$88.64	\$1,205.87	\$2,337.09	\$1,477.44	\$3,814.53	4x per week
	\$1,293.10	\$109.96	\$1,495.95	\$2,899.01	\$1,846.80	\$4,745.81	5x per week
	\$1,543.63	\$131.28	\$1,786.05	\$3,460.96	\$2,216.16	\$5,677.12	6x per week
7.0 CY	\$327.91	\$27.82	\$378.50	\$734.23	\$430.92	\$1,165.15	ONCE PER WEEK
	\$612.08	\$52.02	\$707.81	\$1,371.91	\$861.84	\$2,233.75	2x per week
	\$896.27	\$76.23	\$1,037.14	\$2,009.64	\$1,292.76	\$3,302.40	3x per week
	\$1,180.49	\$100.45	\$1,366.54	\$2,647.48	\$1,723.68	\$4,371.16	4x per week
	\$1,464.54	\$124.64	\$1,695.75	\$3,284.93	\$2,154.60	\$5,439.53	5x per week
	\$1,748.84	\$148.85	\$2,025.18	\$3,922.87	\$2,585.52	\$6,508.39	6x per week

**DEBRIS BOX RATES (Per Pick Up Rates for One Container)**

15 YD	\$152.01	\$12.94	\$175.78	\$340.73	\$213.09	\$553.82	Per pick up to 1.515 Tons
18 YD	\$161.35	\$13.75	\$187.20	\$362.30	\$255.71	\$618.01	Per pick up to 1.818 Tons
20 YD	\$167.51	\$14.31	\$194.82	\$376.64	\$284.14	\$660.78	Per pick up to 2.0196 Tons
30 YD	\$198.11	\$17.12	\$233.06	\$448.29	\$426.20	\$874.49	Per pick up to 4.0392 Tons
40 YD	\$229.06	\$19.90	\$271.27	\$520.23	\$568.26	\$1,088.49	Per pick up to 4.0392 Tons
				\$140.66	\$140.66	per ton for overweight	

**TOTAL:**

\$553.82	Per pick up to 1.515 Tons
\$618.01	Per pick up to 1.818 Tons
\$660.78	Per pick up to 2.0196 Tons
\$874.49	Per pick up to 4.0392 Tons
\$1,088.49	Per pick up to 4.0392 Tons
140.66	per ton for overweight

**EXHIBIT A: MID-COUNTY FRANCHISE RATES**

**BLUE LAKE / FIELDBROOK / ARCATA AREAS**

**TABLE 3 BIN RENTAL RATES**

	Monthly	Daily
1 YARD	\$30.32	N/A
1.5 YARD	\$30.32	N/A
2 YARD	\$30.32	N/A
2.5 YARD	\$30.32	N/A
3 YARD	\$30.32	N/A
4 YARD	\$30.32	N/A
5 YARD	\$30.32	N/A
6 YARD	\$30.32	N/A
7 YARD	\$30.32	N/A
15 YARD	\$190.36	\$27.01
20 YARD	\$190.36	\$27.01
40 YARD	\$190.36	\$27.01

**TABLE 4 CHARGES FOR SPECIAL SERVICES**

PER HOUR FOR ONE (1) MAN AND ONE (1) TRUCK:	\$107.84
OR	
PER CUBIC YARD PICKUP	\$35.04 WHICH EVER IS GREATER \$10.57 BASE, + \$14.21 DISPOSAL
OCCASIONAL USE CONTAINERS: (includes container rental)	1.0 YD: \$37.73 TO DELIVER TO SITE, PLUS \$26.99 BASE, + \$14.21 DISPOSAL
REINSTATEMENT OF SERVICE	\$25.00
SPECIAL COLLECTION AFTER IMPROPER SET-OUT	\$25.00
SENIOR SERVICE RATE	\$11.92
SPECIAL SERVICE FOR BULKY ITEMS & APPLIANCES: \$54.23 PER STOP, PLUS "PASS-THROUGH" COST OF DISPOSAL OR RECYCLING	

**TABLE 5**

RECYCLING SERVICE	Weekly	\$4.35 per month
GREEN WASTE SERVICE	Weekly	\$4.35 per month

**EXHIBIT A: MID-COUNTY FRANCHISE RATES**

**EUREKA AREA (EOC)**  
EFFECTIVE JULY 1, 2017

TYPE OF SERVICE	1	2	3	4	5	6	7	8	9	10	11	12	13
	LABOR			FUEL	NOS		BASE RATE		DISPOSAL FEES		COMBINED RATE		FREQUENCY OF SERVICE
One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.

**TABLE 1**

<b>CART RATES - RESIDENTIAL</b>													
20 Gallon Cart	\$7.72	\$6.79	\$0.81	\$0.73	\$8.39	\$7.41	\$16.92	\$14.93	\$6.41	\$6.38	\$23.33	\$21.31	Weekly
30 Gallon Cart	\$11.44	\$10.02	\$1.24	\$1.10	\$12.47	\$10.92	\$25.15	\$22.04	\$9.60	\$9.55	\$34.75	\$31.59	Weekly
48 Gallon Cart	\$15.54	\$13.55	\$1.68	\$1.48	\$16.88	\$14.74	\$29.77	\$29.77	\$15.28	\$15.22	\$49.38	\$44.99	Weekly
64 Gallon Cart	\$20.27	\$17.92	\$2.23	\$1.97	\$22.03	\$19.53	\$44.53	\$39.42	\$20.35	\$20.29	\$64.88	\$59.71	Weekly
93 Gallon Toter	\$26.57	\$22.88	\$2.89	\$2.53	\$28.89	\$24.89	\$58.35	\$50.30	\$29.50	\$29.39	\$87.85	\$79.69	Weekly
OCCASIONAL 30 gal.	\$4.27		\$0.45		\$4.64		\$9.36		\$2.26		\$11.62		Per pick-up

<b>CART RATES - COMMERCIAL RATES</b>													
20 Gallon Cart	\$8.30	\$7.14	\$0.89	\$0.77	\$9.04	\$7.78	\$18.23	\$15.69	\$6.42	\$6.39	\$24.65	\$22.08	Weekly
30 Gallon Cart	\$12.45	\$10.59	\$1.34	\$1.14	\$13.55	\$11.55	\$27.34	\$23.28	\$9.63	\$9.57	\$36.97	\$32.85	Weekly
40 Gallon Cart	\$16.97	\$14.43	\$1.82	\$1.58	\$18.45	\$15.69	\$37.24	\$31.70	\$15.33	\$15.26	\$52.57	\$46.96	Weekly
64 Gallon Cart	\$23.88	\$20.92	\$3.64	\$3.13	\$26.83	\$23.43	\$47.35	\$36.48	\$30.65	\$30.50	\$73.86	\$63.31	Weekly
93 Gallon Cart	\$33.88	\$28.92	\$5.35	\$4.26	\$36.83	\$31.43	\$54.60	\$42.98	\$40.81	\$40.68	\$105.00	\$83.98	Weekly
	\$43.65	\$39.22	\$4.71	\$4.26	\$47.48	\$42.62	\$95.84	\$86.10	\$59.58	\$58.93	\$136.65	\$126.78	Weekly
	\$29.31	\$25.24	\$3.18	\$2.77	\$31.91	\$27.48	\$64.40	\$55.49	\$29.58	\$29.47	\$93.98	\$84.96	Weekly
	\$58.66	\$50.60	\$6.37	\$5.55	\$63.79	\$55.02	\$128.82	\$111.17	\$59.17	\$58.93	\$187.99	\$170.10	Weekly

**TABLE 2**

<b>COMMERCIAL BIN RATES (Monthly Service)</b>													
1.0 CY	\$87.33	\$9.27	\$94.97	\$191.57	\$64.95	\$256.52	ONCE PER WEEK						
	\$156.23	\$16.68	\$169.87	\$342.78	\$129.36	\$472.14	2x per week						
	\$225.38	\$24.13	\$245.12	\$494.63	\$193.76	\$688.39	3x per week						
	\$294.43	\$31.57	\$320.24	\$646.24	\$258.18	\$904.42	4x per week						
	\$363.53	\$39.00	\$395.35	\$797.88	\$322.60	\$1,120.48	5x per week						
1.5 CY	\$432.63	\$46.45	\$470.53	\$949.61	\$387.01	\$1,336.62	6x per week						
	\$126.37	\$13.42	\$137.37	\$277.16	\$97.28	\$374.44	ONCE PER WEEK						
	\$194.34	\$21.03	\$211.39	\$426.76	\$192.87	\$619.63	2x per week						
	\$294.48	\$31.86	\$320.34	\$646.68	\$289.38	\$936.06	3x per week						
	\$389.28	\$42.12	\$423.46	\$854.86	\$385.75	\$1,240.61	4x per week						
	\$482.92	\$52.33	\$525.34	\$1,060.59	\$482.07	\$1,542.66	5x per week						
2.0 CY	\$561.28	\$60.94	\$610.54	\$1,232.76	\$577.96	\$1,810.72	6x per week						
	\$130.30	\$14.09	\$141.69	\$286.08	\$128.59	\$414.67	ONCE PER WEEK						
	\$233.65	\$25.51	\$254.18	\$513.34	\$256.41	\$769.75	2x per week						
	\$337.08	\$36.92	\$366.78	\$740.78	\$384.23	\$1,125.01	3x per week						
	\$440.43	\$48.38	\$479.24	\$968.05	\$512.02	\$1,480.07	4x per week						
	\$543.72	\$59.78	\$591.70	\$1,195.20	\$639.84	\$1,835.04	5x per week						
	\$647.18	\$71.20	\$704.32	\$1,422.70	\$767.65	\$2,190.35	6x per week						

**EXHIBIT A: MID-COUNTY FRANCHISE RATES**

**EUREKA AREA (EOC)**

TYPE OF SERVICE	1		2		3		4		5		6		9		10		11		12		13		14		15		
	LABOR	FUEL	NOS	BASE RATE	DISPOSAL FEES	COMBINED RATE	FREQUENCY OF SERVICE																				
One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.	One cont.	Add'l cont.
2.5 CY	\$162.81	\$17.63	\$177.09	\$357.53	\$160.74	\$518.27	ONCE PER WEEK																				
	\$296.06	\$32.30	\$322.09	\$650.45	\$320.63	\$971.08	2x per week																				
	\$429.38	\$46.97	\$467.13	\$943.48	\$480.50	\$1,423.98	3x per week																				
	\$562.66	\$61.64	\$612.21	\$1,236.51	\$640.40	\$1,876.91	4x per week																				
	\$695.86	\$76.32	\$757.20	\$1,529.38	\$800.27	\$2,329.65	5x per week																				
	\$829.22	\$91.02	\$902.29	\$1,822.53	\$960.14	\$2,782.67	6x per week																				
3.0 CY	\$181.82	\$19.80	\$197.83	\$399.45	\$192.49	\$591.94	ONCE PER WEEK																				
	\$332.39	\$36.48	\$361.67	\$730.54	\$384.08	\$1,114.62	2x per week																				
	\$483.05	\$53.15	\$525.68	\$1,061.88	\$575.67	\$1,637.55	3x per week																				
	\$633.65	\$69.84	\$689.59	\$1,393.08	\$767.25	\$2,160.33	4x per week																				
	\$784.21	\$86.52	\$853.42	\$1,724.15	\$958.83	\$2,682.98	5x per week																				
	\$934.85	\$103.22	\$1,017.46	\$2,055.53	\$1,150.41	\$3,205.94	6x per week																				
4.0 CY	\$429.09	\$47.24	\$466.97	\$943.30	\$511.69	\$1,454.99	ONCE PER WEEK																				
	\$625.82	\$69.07	\$681.11	\$1,376.00	\$767.02	\$2,143.02	2x per week																				
	\$822.63	\$90.91	\$895.35	\$1,808.89	\$1,022.35	\$2,831.24	3x per week																				
	\$1,019.49	\$112.79	\$1,109.66	\$2,241.94	\$1,277.68	\$3,519.62	4x per week																				
	\$1,216.24	\$134.63	\$1,323.81	\$2,674.68	\$1,533.00	\$4,207.68	5x per week																				
	\$280.59	\$30.76	\$305.32	\$616.67	\$320.17	\$936.84	6x per week																				
5.0 CY	\$543.78	\$59.79	\$591.77	\$1,195.34	\$639.83	\$1,835.17	ONCE PER WEEK																				
	\$762.59	\$84.37	\$830.05	\$1,677.01	\$958.20	\$2,635.21	2x per week																				
	\$1,003.60	\$111.20	\$1,092.48	\$2,207.28	\$1,277.22	\$3,484.50	3x per week																				
	\$1,244.62	\$138.01	\$1,354.84	\$2,737.47	\$1,596.24	\$4,333.71	4x per week																				
	\$1,485.66	\$164.83	\$1,617.23	\$3,267.72	\$1,915.25	\$5,182.97	5x per week																				
	\$327.96	\$36.03	\$356.83	\$720.82	\$383.95	\$1,104.77	ONCE PER WEEK																				
6.0 CY	\$612.16	\$67.72	\$666.28	\$1,346.16	\$766.62	\$2,112.78	2x per week																				
	\$896.51	\$99.39	\$975.92	\$1,971.82	\$1,149.30	\$3,121.12	3x per week																				
	\$1,180.75	\$131.09	\$1,285.38	\$2,597.22	\$1,531.97	\$4,129.19	4x per week																				
	\$1,465.00	\$162.77	\$1,594.88	\$3,222.65	\$1,914.65	\$5,137.30	5x per week																				
	\$1,749.26	\$194.46	\$1,904.39	\$3,848.11	\$2,297.32	\$6,145.43	6x per week																				
7.0 CY	\$370.11	\$40.79	\$402.79	\$813.69	\$447.57	\$1,261.26	ONCE PER WEEK																				
	\$692.99	\$76.88	\$754.37	\$1,524.24	\$893.77	\$2,418.01	2x per week																				
	\$1,015.89	\$112.98	\$1,105.98	\$2,234.85	\$1,339.97	\$3,574.82	3x per week																				
	\$1,338.82	\$149.09	\$1,457.66	\$2,945.57	\$1,786.17	\$4,731.74	4x per week																				
	\$1,661.57	\$185.17	\$1,809.14	\$3,655.88	\$2,232.36	\$5,888.24	5x per week																				
	\$1,984.58	\$221.28	\$2,160.85	\$4,366.71	\$2,678.56	\$7,045.27	6x per week																				

**DEBRIS BOX RATES (Per Pick Up Rates for One Container)**

15 YD	\$172.07	\$19.10	\$187.32	\$378.49	\$221.01	\$599.50	Per pick up to 1.515 Tons
18 YD	\$183.74	\$20.63	\$200.08	\$404.45	\$264.54	\$668.99	Per pick up to 1.818 Tons
20 YD	\$191.45	\$21.66	\$208.60	\$421.71	\$293.58	\$715.29	Per pick up to 2.0196 Tons
30 YD	\$229.79	\$26.85	\$251.29	\$507.93	\$438.70	\$946.63	Per pick up to 4.0392 Tons
40 YD	\$268.49	\$32.01	\$293.96	\$594.46	\$583.82	\$1,178.28	Per pick up to 4.0392 Tons
				\$140.66	\$140.66		per ton for overweight
<b>TOTAL:</b>							

**EXHIBIT A: MID-COUNTY FRANCHISE RATES**

**EUREKA AREA (EOC)**

**TABLE 3 BIN RENTAL RATES**

	Monthly	Daily
1 YARD	\$32.82	N/A
1.5 YARD	\$32.82	N/A
2 YARD	\$32.82	N/A
2.5 YARD	\$32.82	N/A
3 YARD	\$32.82	N/A
4 YARD	\$32.82	N/A
5 YARD	\$32.82	N/A
6 YARD	\$32.82	N/A
7 YARD	\$32.82	N/A
15 YARD	\$206.06	\$29.24
20 YARD	\$206.06	\$29.24
40 YARD	\$206.06	\$29.24

**TABLE 4 CHARGES FOR SPECIAL SERVICES**

PER HOUR FOR ONE (1) MAN AND ONE (1) TRUCK:	\$116.74
OR	
PER CUBIC YARD PICKUP	\$37.93 WHICH EVER IS GREATER \$11.44 BASE, + \$14.21 DISPOSAL
OCCASIONAL USE CONTAINERS: (includes container rental)	1.0 YD: \$40.84 TO DELIVER TO SITE, PLUS \$29.22 BASE, + \$14.21 DISPOSAL
REINSTATEMENT OF SERVICE	\$25.00
SPECIAL COLLECTION AFTER IMPROPER SET-OUT	\$25.00
SENIOR SERVICE RATE	\$12.90
SPECIAL SERVICE FOR BULKY ITEMS & APPLIANCES: \$68.70 PER STOP, PLUS "PASS-THROUGH" COST OF DISPOSAL OR RECYCLING	\$55.68 PER EMPTY

**TABLE 5**

RECYCLING SERVICE	Weekly	\$4.71 per month
GREEN WASTE SERVICE	Weekly	\$4.71 per month

Exhibit C  
Franchise Area

The Franchise Area shall consist of all of the following three areas:

1. Eureka Area

Beginning at the eastern  $\frac{1}{4}$  corner of Section 15, T5N, R1E, H.B.&M.; and

Thence south approximately 1 mile to the easterly  $\frac{1}{4}$  corner of Section 22; and

Thence south easterly parallel approximately 1,000 feet north of Greenwood Heights Drive (Co. Rd. 4K160) and Kneeland Road (Co. Rd. F6F060) to the intersection with the east side of Section 6, T4N, R2E, H.B.&M.; and

Thence south, to the southeast corner of said Section 6; and

Thence west approximately 8 miles to the southeast corner of Section 2, T4N, R1W, H.B.&M.; and

Thence south approximately 4 miles to the southeast corner of Section 26, T4N, R1W, H.B.&M.; and

Thence due west to State Route 101; and

Thence northerly along Highway 101 to the intersection of the north line of Section 29, T4N, R1W, H.B.&M.; and

Thence west to the east edge of Humboldt Bay; and

Thence following the edge of Humboldt Bay in a northerly direction to a point that is due west of the point of beginning; and

Thence east to the point of beginning; and

Also, the area of the Samoa Peninsula south of the south sides of Section 26 & 27, T6N, R1W, H.B.&M. and the northeast  $\frac{1}{4}$  of Section 10, T4N, R1E.

2. Blue Lake/Fieldbrook Area

Beginning at the NW corner of Section 3, T7N, R1E; and

Thence east to the NE corner of Section 1, T7N, R1E; and

Thence south approximately 7 miles to the SE corner of Section 1, T6N, R1E; and

Thence east to the NE corner of Section 9, T6N, R2E; and

Thence south approximately 5 miles to the SE corner of Section 33, T6N, R2E; and

Thence west to the SW corner of Section 36, T6N, R1E; and

Thence north approximately  $2\frac{3}{4}$  miles to the center of the Mad River; and

Thence along the center of the Mad River north westerly approximately 1 ½ miles to a point on the Mad River approximately 1,000 feet south of the NW corner of the NE quarter of Section 15, T6N, R1E; and

Thence north approximately 1,000 feet to the middle of the north line of Section 15, T6N, R1E; and

Thence west to the NW corner of Section 15, T6N, R1E; and

Thence north approximately 8 miles to the point of origin.

3. Arcata Area

Beginning at the mouth of the Mad River at the Pacific Ocean;

Thence in a southeasterly direction along the centerline of the Mad River to the east line of Section 23, T6N, R1 E, H.B.&M;

Thence south five and one-quarter (5-1/4) miles, more or less, to the southeast corner of the northeast quarter of Section 14, T5N, R1E, H.B.&M;

Thence west three and three-quarters (3-3/4) miles, more or less, to the east shoreline of Humboldt Bay;

Thence following the shoreline of Humboldt Bay northerly and westerly to the center of Mad River Slough;

Thence along the center of Mad River Slough northwesterly to the northern line of Section 35, T6N, R1W, H.B.&M;

Thence west to the shoreline of the Pacific Ocean;

Thence following said shoreline northeasterly to the point of beginning.