

REFUSE FRANCHISE AGREEMENT

THIS AGREEMENT IS MADE and entered into as of this 1st day of July 2001, by and between the Town of Loomis, a political subdivision of the State of California, hereinafter referred to as "Town" and Auburn Placer Disposal Service, hereinafter referred to as "Contractor."

1. **GRANT OF FRANCHISE; TERM; ACCEPTANCE**

Town does hereby give and grant to Contractor the exclusive right and franchise to collect, transport and dispose of and recycle garbage, rubbish, refuse and recyclable material in and for the Town for the period commencing July 1, 2001 and terminating September 30, 2014.

Contractor hereby accepts this franchise and agrees to collect, transport, and dispose of and, to the extent agreed upon with the Town, recycle refuse in accordance with this Agreement and all applicable laws, rules and regulations, including, but without limitation:

- A. Laws governing fair employment practices and discrimination.
- B. Laws governing the number of hours of employment.
- C. Rules and regulations pertaining to safety established by the State of California or any governmental agency having jurisdiction.
- D. Laws governing the licensing and operation of motor vehicles.
- E. Laws governing the operation of the business for which the franchise is granted, including State, Federal or County laws regulating the disposal of wastes.

Nothing in this paragraph shall preclude individuals from disposing of their own refuse.

2. **"SOLID WASTE" DEFINED**

"Solid Waste" shall mean all putrescible and nonputrescible solid, semi-solid and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances dewatered, treated or chemically fixed sewage sludge which is not hazardous waste, vegetable or animal solid and semi-solid wastes and other discarded solid and semi-solid wastes.

Solid Waste includes recyclable materials and mixed recyclables, which have been discarded (e.g. placed out for pickup) by the generator thereof.

Solid Waste does not include:

- A. Hazardous wastes or low level radioactive waste regulated under section 25800, et seq. of the Health and Safety Code;
- B. Medical waste which is regulated under section 25025, et seq. of the Health and Safety Code;
- C. Abandoned vehicles and parts thereof; and
- D. Recyclable materials, and mixed recyclables, which have not been discarded by the generator thereof.

3. REFUSE CONTAINERS

At the option of the customer, residential and business garbage refuse service, other than those cases where debris boxes or dumpsters are utilized, may be provided through the use of wheeled carts ("toters") to be provided by Contractor. The wheeled cart system will be one involving commingled collection of household garbage, recyclables, grass, weeds and trimmings, including brush pickup, as hereinafter specified. This will be a curbside service.

- A. Containers shall consist of the following:
 - I. Watertight receptacles made of heavy duty plastic, having an 85-gallon minimum capacity not to exceed 180 pounds when filled. These containers shall be owned and supplied by Contractor, at least one to each residential household on request (excluding commercial collections at multi-family residential dwellings such as apartments).
 - II. For other than household garbage: (a) a receptacle as described in Section A I above; or, (b) a plastic bag or other disposal container provided by the customer and not exceeding 30-gallon capacity and 50 pounds when filled, which shall have sufficient strength to resist breakage and spilling.
 - III. Tree and shrub prunings, not exceeding 3 feet in length, and not in containers, provided they are tied in bundles not exceeding 3 feet in circumference and placed with the container.
- B. Location of containers:
 - I. Contractor is not responsible for picking up containers unless placed for collection at ground level on the property, not more than 2 feet from the curb or sidewalk on the side of the street from which collection is made.
 - II. Containers should be placed at street side no sooner than 12 hours before collection pickup and must be removed within 12 hours after collection service has been rendered.

III. Where Contractor determines that a customer is unable, due to age or disability, to place containers at curbside, then, with the approval of the Contractor, containers may be placed for collection at other than ground level and at a distance of more than five feet and there shall be an additional charge for the extra services agreed upon by the parties.

IV. Where waste containers are placed by a private street or a private right-of-way less than 16 feet in width, the customer will be charged a "distance fee" in the same amount charged by the County of Placer under such circumstance.

C. Replacement of containers:

I. Containers damaged or destroyed by the carelessness of the customer are the responsibility of the customer.

II. Containers which wear out or are faulty through no fault of the customer shall be replaced by the Contractor.

III. Contractor shall be responsible for replacing any carts stolen except when such is the result of customer negligence.

D. If a debris box, dumpster or the toter system is not utilized, Contractor is not responsible for pickup unless all residents and businesses for whom garbage and recyclables are collected and removed provide their own garbage cans at such place as is usual and convenient for Contractor's pickup and loading of same onto its trucks. This subparagraph requires curbside placement. Refuse receptacles shall not exceed thirty (30) gallon capacity and shall be kept covered at all times with a suitable cover or lid. The rates specified for business or residence collections shall apply to the standard thirty (30) gallon capacity can, and where more than one can is used, Contractor shall be entitled to charge an additional fee for the additional service required pursuant to the attached rate schedule.

E. Collection service means that for the rates set forth in Exhibit A herein, Contractor shall pick up materials, except as stated herein, placed in compliance with the above requirements so long as they are properly sized, bound, and contained. Contractor may make an extra charge for extra plastic bags or tree or shrub prunings that are bundled or any additional material not contained in the cart or can, debris box or dumpster. None of the garbage or recyclable collection services subject of this agreement shall include disposal of:

I. Except as otherwise provided in Section 223, refuse such as large appliances or furniture, sod, earth removal or concrete removal.

II. Chemicals or other materials not allowed by law or permit to be disposed of at landfills in Placer County. Contractor is willing to inform the customer how to make special arrangements for the removal of any of the above items.

F. Contractor shall make reasonable efforts to resolve any customer complaints so as to limit the Town's involvement in.

4. FRANCHISE PAYMENTS: DELINQUENCY: GUARANTEE

In consideration of the exclusive grant of franchise, Contractor agrees to pay to Town the sum of ten percent (10%) of the annual gross revenues collected within the Town, payable in four (4) installments on the fifteenth day of October, January, April and July, during the term of this Agreement. Payment shall be made to Town at Town Hall, PO Box 1327, Loomis, California 95650, or such other address as may be designated by the Town from time to time.

The term "gross revenues" shall include revenues from the sale, exchange, or other transfer for value of all refuse collected within the Town limits. This shall include but not necessarily be limited to cash payments made to the Contractor; reduction in fees charged to the Contractor for landfill usage or "tipping" rights, or tax credits from the State Government based on refuse collected of a certain type, quantity, or disposed of in a particular manner.

Payments made more than thirty (30) days after the date due shall be delinquent. Contractor shall pay a late charge of two percent (2%) per month, and any part thereof, on the amount delinquent, to cover added administrative expenses on the part of Town by reason of such delinquency.

5. COLLECTION RATES:

A. Collection rates chargeable to customers of Contractor shall be as set out in Exhibit A hereto.

B. A household wishing to obtain "Senior Citizen" discount rates must meet both of the following requirements:

1. At least one member must be 65 years of age or older.
2. The combined household income, of all adults must be \$29,600 or less per year.

If a household meets these requirements one adult member of it must come into the office of Contractor, complete the paperwork declaring household income and show proof of age. Senior Citizen rates for collection are set out in Exhibit A hereto.

C. Neither the Town nor its officer or employees shall be in any way responsible for Contractor's collection of payments for work performed pursuant to this Agreement.

6. DISPOSAL SITES

Garbage and rubbish shall be disposed of in a sanitary manner at disposal sites authorized by the County of Placer. All charges and expense of use of said facilities shall be borne by Contractor.

7. CONTRACTOR'S OFFICE

Contractor shall maintain an office and customer paying station in the County of Placer and a listed telephone on the local exchange. The office shall be open to the public Monday through Friday from 8:00 a.m. to 4:45 p.m. Contractor shall maintain a 24-hour telephone number listed in the White Pages of local phone directories where persons may phone in and record complaints or concerns regarding pick-ups, missed pick-ups, schedules of pick-ups, and similar matters.

8. COMPLAINTS

The contractor shall act on all complaints within 24 hours after receiving such complaint. Contractor shall not represent in any manner that its operations are a municipal function or that the Town is making the collection. A record shall be maintained by Contractor of all complaints. This record shall contain the following information:

- A. Address of the complaining party;
- B. Nature of complaint;
- C. Date received;
- D. Date acted on; and
- E. Remedial action taken by Contractor.

This information shall be available to the Town Manager or her/his designated agent during Contractor's normal business hours.

9. DAYS AND HOURS OF COLLECTION

The Contractor shall provide regular collection service to residential and commercial accounts within the Town during the term of this Agreement. Collections from commercial establishments shall be made between 4:00 a.m. and 5:30 p.m. Residential collections shall be made between 5:00 a.m. and 5:00 p.m. except that no residential collections shall be made on Sundays, Christmas Day, and New Years Day. Collections shall be made on all other holidays.

10. ORDERLY COLLECTIONS

Contractor shall maintain all equipment operated by it within the Town in a clean, neat, and attractive condition and in good repair. Contractor shall use every reasonable effort not to

litter premises in the process of making collections nor to allow refuse to blow or fall from any vehicle used for collections. Collections shall be made without damage to public or private property.

11. OWNERSHIP OF REFUSE

All refuse and recyclables shall become the property of the Contractor at such time as they are placed out for pick-up. All hazardous waste shall remain the property of the generator. Nothing in this paragraph shall prevent charitable and religious organizations from collecting donated recyclables directly from a property or tenant provided such donations are not left at the curbside.

12. PERMITS AND LICENSES

Contractor shall procure and maintain in force and effect at all times all necessary governmental permits and licenses, pay all charges and fees and give all notices necessary to the due and lawful prosecution of its work.

13. ESTABLISHING ROUTES

Contractor shall have the right to establish and change collection routes and collection days to provide for efficient operation and service. All routes and pick-up schedules shall be filed with the Town Clerk. If any such route change results in a different collection day, the occupants of the affected premises shall be given at least ten (10) days notice in writing. If a route change results in a change of pick-up date, Contractor shall provide an extra pick-up for the premises so affected, in order that garbage and refuse will not accumulate more than seven (7) consecutive days.

14. FREQUENCY OF COLLECTION

- A. Residential garbage, refuse and rubbish shall be collected at least once each week.
- B. Commercial waste shall be collected as provided by agreement between the Contractor and its commercial customers, but not less frequently than once each week and more often if collection is required to protect the public health, unless a less frequent schedule is approved by the Town.

15. ASSIGNABILITY

This franchise shall not be assignable either voluntarily or involuntarily or by operation of law, without the express written consent of the Town Council of the Town of Loomis, which consent shall not be unreasonably withheld.

16. INSOLVENCY

If Contractor shall, at any time during the term of this Franchise Agreement, become insolvent, or if proceedings in bankruptcy shall be instituted by or against Contractor, or if Contractor shall be adjudged bankrupt or insolvent by any Court, or if a receiver or trustee in bankruptcy or a receiver of any property of Contractor shall be appointed in any suit or proceedings brought by or against Contractor, or if Contractor shall make any assignment for the benefit of Creditors, then in each and every case, this franchise and the rights and privileges granted hereunder shall immediately cease, terminate and be forfeited and cancelled; provided, that if Contractor shall, within ten (10) days after the filing and service on Contractor of any involuntary petition in bankruptcy or for appointment of a receiver, commence proper proceedings to dismiss or deny the petition or vacate the receivership and shall expeditiously pursue and diligently exhaust all proper remedies toward that end, the bankruptcy or receivership shall not constitute a default until the entry of a final determination adverse to Contractor.

17. DEFAULT

This Agreement may be terminated upon a material failure of service on the part of Contractor provided, however, that Contractor shall first be given thirty (30) days' written notice of said breach and an opportunity to cure said breach. If there is dispute as to what is a material failure, the Town Council shall make such determination which shall be final and not subject to appeal.

18. INDEMNIFICATION OF TOWN

It is further understood and agreed that Contractor agrees to indemnify and hold harmless the Town of Loomis, its officers and employees, from any and all claims, actions, lawsuits, judgments or liability arising out of or in any way connected with the work called for by Contractor by virtue of this Agreement. It is understood and agreed between the parties that this indemnification shall extend to any injury to persons or property cause by the activities of Contractor or in any way related to the activities of Contractor under this Agreement.

19. INSURANCE

Public liability and property damage insurance shall be maintained by Contractor during the period of this Agreement. Contractor may self-insure for liability for injury to persons or property in an amount up to \$500,000.00. Contractor shall be required to provide through outside insurance coverage for per occurrence injury and property damage in the amount of \$1,500,000.00. Contractor shall cause the Town of Loomis to appear as an additional named insured under said comprehensive liability policy and shall advise the Town of Loomis of any cancellation of said insurance and give the Town of Loomis at least 30 days' notice prior to such purported cancellation. Contractor has qualified as a self-insured Workers' Compensation plan and shall either provide proof that it have qualified for such plan or that it carries other Workers' Compensation insurance. Contractor shall provide proof to the satisfaction of the Town of:

- A. Its actual limits of self insurance and its method of funding such self insurance; and
- B. Proof of outside liability insurance in the amounts set forth above.

20. TEMPORARY INABILITY OF CONTRACTOR TO PERFORM

In the event Contractor is unable to provide the refuse collection service provided for herein due to strike, or reasons beyond Contractor's control, including so called Acts-of-God, the Town may elect, after ten consecutive days without collection service, to provide said service, without termination of this Agreement, by using Contractor's equipment or such other equipment as may be available to Town. Any and all operating expenses incurred by the Town shall be paid by the Contractor to the Town and in so doing shall not reduce the franchise fee. In the event Contractor is unable to resume collection services as provided herein within 45 days Town may then terminate this Agreement without further notice or liability.

21. ANNUAL REPORT

Contractor will report annually, within one hundred twenty (120) days after the close of its accounting year, as to its activities during the preceding year. The rate structure set forth in Exhibit "A" shall be reviewed annually for the purposes of increase or decrease in said structure, as may be warranted in the circumstances. Said report shall include a report specific to Town of Loomis customers.

22. AB 939

Contractor and Town agree to cooperatively strive to reach the goals of Assembly Bill 939. Contractor will operate or deliver refuse, at the direction of the Town, to a material recovery facility and conduct recycling in such a manner as to assist the Town in reaching its goals.

23. ANNUAL CLEAN UP

Annually, in the fall of each year, Contractor shall furnish at no cost to Town, and at no cost to Town residents, a spring clean-up garbage and rubbish service for one day, whereby Contractor agrees to provide an opportunity for all residents of the Town for them to dump and dispose of all trash, refuse and rubbish. Contractor agrees to provide advance notice to Town residents as to the time and date that said service shall be available, in the quarterly billing made to Contractor's customers in Town.

24. BLUE BAGS

Contractor will provide for and institute at its sole expense a blue bag recycling program that will include the distribution of information to customers about the program as well as providing the blue bags to those customers wishing to participate in the program.

25. STREET SWEEPING

- A. In Town's sole discretion, Contractor shall provide street sweeping service to Town as specified in this section 25. Street sweeping shall include the proper permanent disposal of the sweeper contents at the disposal site.
- B. Contractor shall sweep all non-residential streets as shown on Exhibit B not less than one time a week. All other streets shall be swept not less than one time a month. Town Manager shall provide Contractor amended exhibits of the Town's non-residential streets as new streets are designated or constructed due to development, annexation, or otherwise.
- C. Street sweeping shall occur during the times designated for refuse collection.
- D. Contractor shall furnish all labor, material and equipment necessary for street sweeping and the proper and permanent disposal of the sweeper contents.
- E. Contractor shall provide reasonable notice, on an ongoing basis, to Town's residents of street sweeping days and routes so that the number of cars and other obstacles in the street that might hinder the street sweeping may be minimized.
- F. Contractor and Town Manager shall meet and reach reasonable agreement on terms for allowing Contractor to store its street sweeper and to temporarily stockpile the sweeper contents at the Town's Corporation Yard. The agreement shall provide that stockpiled contents will be removed and properly disposed of by Contractor when deemed necessary or within 48 hours of notice given by Town. If unable to reach agreement, Contractor may request a hearing before the Town Council.

26. RATE CHANGES OR INCREASES

The rates set forth on Exhibit "A" shall remain in effect until changed by mutual agreement of the parties. Contractor may during the term of this Agreement request a rate review for the purpose of increasing or decreasing the rate structure provided that such requests are not made more than one time annually.

At any time that a request for change in the rates is presented to the Council, Contractor agrees to provide a statement of comparable rates paid in other jurisdictions as well as written documentation of the basis for any rate change requested, based on the Consumer Price Index: All Urban Consumers. Any reduction in tipping fees shall result in a corresponding reduction in rates.

27. SUPERSEDES PRIOR AGREEMENT

This Agreement replaces and completely supersedes all prior agreements including the agreement between the parties hereto dated October 1, 1991, concerning refuse collection services.

28. NOTICES

Whenever, under this Agreement, provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if the said notice is in writing and is deposited in the mail in a properly stamped envelope to be delivered by certified mail, addressed as follows:

If to the Town: Town Manager
 Town of Loomis
 PO Box 1327
 Loomis CA 95650

If to the Contractor: Auburn Placer Disposal Service
 PO Box 6566
 Auburn CA 95604

Changes in the Respective address to which such notices shall be directed may be made from time to time by either party. Notice of any such change in address shall be directed to the other party in writing by certified mail.

IN WITNESS WHEREOF, the parties have caused the due execution hereof, on the date first written above.

TOWN OF LOOMIS

By:  _____
MAYOR

ATTEST:

 _____
CLERK OF THE TOWN OF LOOMIS

CURRENT - EFFECTIVE JULY 1, 2000
RESIDENTIAL RATES

EXHIBIT A

TOWN OF LOOMIS

	BASE RATE	DISPOSAL	FRANCHISE FEE	SUBTOTAL	AB939 FEE	TOTAL
1 - 32 GALLON CAN UNLIMITED CANS	\$4.75	\$4.60	\$1.04	\$10.39	\$0.50	\$10.89
	\$5.30	\$13.80	\$2.12	\$21.22	\$0.50	\$21.72
TOTER ONLY	\$7.68	\$11.50	\$2.13	\$21.31	\$0.50	\$21.81
2 TOTERS	\$8.42	\$22.99	\$3.49	\$34.90	\$0.50	\$35.40
UNLIMITED TOTERS	\$10.75	\$13.80	\$2.73	\$27.28	\$0.50	\$27.78
SENIOR CITIZEN:						
1 CAN	\$2.38	\$4.60	\$0.78	\$7.76	\$0.50	\$8.26
UNLIMITED CAN	\$2.50	\$13.80	\$1.81	\$18.11	\$0.50	\$18.61
TOTER ONLY	\$4.88	\$11.50	\$1.82	\$18.20	\$0.50	\$18.70
UNLIMITED TOTER	\$5.57	\$13.80	\$2.15	\$21.52	\$0.50	\$22.02
MOBILE HOME PER SPACE	\$4.21	\$4.60	\$0.98	\$9.79	\$0.50	\$10.29
GATE CHARGE	\$3.53		\$0.39			\$3.92
DISTANCE CHARGE	\$2.64		\$0.29			\$2.93
DISABLED CHARGE	\$1.14		\$0.13			\$1.27

PROPOSED - EFFECTIVE JULY 1, 2001
RESIDENTIAL RATES

TOWN OF LOOMIS

	BASE RATE	DISPOSAL	FRANCHISE FEE	SUBTOTAL	AB939 FEE	TOTAL
1 - 32 GALLON CAN UNLIMITED CANS	\$4.95	\$4.40	\$1.04	\$10.39	\$0.50	\$10.89
	\$5.53	\$13.21	\$2.08	\$20.82	\$0.50	\$21.32
TOTER ONLY	\$8.01	\$11.01	\$2.11	\$21.13	\$0.50	\$21.63
2 TOTERS	\$8.78	\$22.02	\$3.42	\$34.22	\$0.50	\$34.72
UNLIMITED TOTERS	\$11.21	\$13.21	\$2.71	\$27.13	\$0.50	\$27.63
SENIOR CITIZEN:						
1 CAN	\$2.48	\$4.40	\$0.76	\$7.64	\$0.50	\$8.14
UNLIMITED CAN	\$2.61	\$13.21	\$1.76	\$17.58	\$0.50	\$18.08
TOTER ONLY	\$5.09	\$11.01	\$1.79	\$17.89	\$0.50	\$18.39
UNLIMITED TOTER	\$5.81	\$13.21	\$2.11	\$21.13	\$0.50	\$21.63
MOBILE HOME PER SPACE	\$4.39	\$4.40	\$0.98	\$9.77	\$0.50	\$10.27
GATE CHARGE	\$3.68		\$0.41			\$4.09
DISTANCE CHARGE	\$2.75		\$0.31			\$3.06
DISABLED CHARGE	\$1.19		\$0.13			\$1.32

CURRENT - EFFECTIVE JULY 1, 2000
COMMERCIAL RATES

TOWN OF LOOMIS

SIZE	1 X W	2 X W	3 X W	4 X W	5 X W
1 YD	\$40.32	\$67.00	\$93.52	\$120.39	\$147.21
DISPOSAL	22.99	45.99	68.98	91.98	114.97
FRAN FEE	7.03	12.55	18.06	23.60	29.13
SUBTOTAL	\$70.34	\$125.54	\$180.56	\$235.97	\$291.31
AB939	0.20	0.40	0.60	0.80	1.00
TOTAL	\$70.54	\$125.94	\$181.16	\$236.77	\$292.31
2 YD	\$66.91	\$120.54	\$174.01	\$227.66	\$281.14
DISPOSAL	45.99	91.98	137.96	183.95	229.94
FRAN FEE	12.54	23.61	34.66	45.73	56.79
SUBTOTAL	\$125.44	\$236.13	\$346.63	\$457.34	\$567.87
AB939	0.40	0.80	1.20	1.60	2.00
TOTAL	\$125.84	\$236.93	\$347.83	\$458.94	\$569.87
3 YD	\$93.63	\$173.95	\$254.30	\$334.57	\$414.84
DISPOSAL	68.98	137.96	206.94	275.93	344.91
FRAN FEE	18.07	34.66	51.25	67.83	84.42
SUBTOTAL	\$180.68	\$346.57	\$512.49	\$678.33	\$844.17
AB939	0.60	1.20	1.80	2.40	3.00
TOTAL	\$181.28	\$347.77	\$514.29	\$680.73	\$847.17
4 YD	\$120.39	\$227.49	\$334.51	\$441.43	\$548.54
DISPOSAL	91.98	183.95	275.93	367.90	459.88
FRAN FEE	23.60	45.72	67.83	89.93	112.05
SUBTOTAL	\$235.97	\$457.16	\$678.27	\$899.26	\$1,120.47
AB939	0.80	1.60	2.40	3.20	4.00
TOTAL	\$236.77	\$458.76	\$680.67	\$902.46	\$1,124.47
5 YD	\$147.21	\$248.75	\$350.27	\$451.69	\$553.36
DISPOSAL	114.97	229.94	344.91	459.88	574.84
FRAN FEE	29.13	53.19	77.24	101.29	125.36
SUBTOTAL	\$291.31	\$531.88	\$772.42	\$1,012.86	\$1,253.56
AB939	1.00	2.00	3.00	4.00	5.00
TOTAL	\$292.31	\$533.88	\$775.42	\$1,016.86	\$1,258.56
6 YD	\$167.18	\$284.96	\$430.54	\$520.33	\$664.75
DISPOSAL	137.96	275.93	413.89	551.85	689.81
FRAN FEE	33.90	62.32	93.83	119.13	150.51
SUBTOTAL	\$339.04	\$623.21	\$938.26	\$1,191.31	\$1,505.07
AB939	1.20	2.40	3.60	4.80	6.00
TOTAL	\$340.24	\$625.61	\$941.86	\$1,196.11	\$1,511.07
7 YD	\$187.13	\$321.16	\$510.81	\$588.96	\$776.15
DISPOSAL	160.96	321.91	482.87	643.83	804.78
FRAN FEE	38.68	71.45	110.41	136.98	175.66
SUBTOTAL	\$386.77	\$714.52	\$1,104.09	\$1,369.77	\$1,756.59
AB939	1.40	2.80	4.20	5.60	7.00
TOTAL	\$388.17	\$717.32	\$1,108.29	\$1,375.37	\$1,763.59

PROPOSED - EFFECTIVE JULY 1, 2001
COMMERCIAL RATES

TOWN OF LOOMIS

SIZE	1 X W	2 X W	3 X W	4 X W	5 X W
1 YD	\$42.05	\$69.88	\$97.54	\$125.57	\$153.54
DISPOSAL	22.02	44.04	66.06	88.08	110.09
FRAN FEE	7.12	12.66	18.18	23.74	29.29
SUBTOTAL	\$71.19	\$126.58	\$181.78	\$237.39	\$292.92
AB939	0.20	0.40	0.60	0.80	1.00
TOTAL	\$71.39	\$126.98	\$182.38	\$238.19	\$293.92
2 YD	\$69.79	\$125.72	\$181.49	\$237.45	\$293.23
DISPOSAL	44.04	88.08	132.11	176.15	220.19
FRAN FEE	12.65	23.76	34.84	45.96	57.05
SUBTOTAL	\$126.48	\$237.56	\$348.44	\$459.56	\$570.47
AB939	0.40	0.80	1.20	1.60	2.00
TOTAL	\$126.88	\$238.36	\$349.64	\$461.16	\$572.47
3 YD	\$97.66	\$181.43	\$265.23	\$348.96	\$432.68
DISPOSAL	66.06	132.11	198.17	264.23	330.28
FRAN FEE	18.19	34.84	51.49	68.13	84.77
SUBTOTAL	\$181.91	\$348.38	\$514.89	\$681.32	\$847.73
AB939	0.60	1.20	1.80	2.40	3.00
TOTAL	\$182.51	\$349.58	\$516.69	\$683.72	\$850.73
4 YD	\$125.57	\$237.27	\$348.89	\$460.41	\$572.13
DISPOSAL	88.08	176.15	264.23	352.30	440.38
FRAN FEE	23.74	45.94	68.12	90.30	112.50
SUBTOTAL	\$237.39	\$459.36	\$681.24	\$903.01	\$1,125.01
AB939	0.80	1.60	2.40	3.20	4.00
TOTAL	\$238.19	\$460.96	\$683.64	\$906.21	\$1,129.01
5 YD	\$153.54	\$259.45	\$365.33	\$471.11	\$577.15
DISPOSAL	110.09	220.19	330.28	440.38	550.47
FRAN FEE	29.29	53.29	77.29	101.28	125.29
SUBTOTAL	\$292.92	\$532.93	\$772.90	\$1,012.77	\$1,252.91
AB939	1.00	2.00	3.00	4.00	5.00
TOTAL	\$293.92	\$534.93	\$775.90	\$1,016.77	\$1,257.91
6 YD	\$174.37	\$297.21	\$449.05	\$542.70	\$693.33
DISPOSAL	132.11	264.23	396.34	528.45	660.56
FRAN FEE	34.05	62.38	93.93	119.02	150.43
SUBTOTAL	\$340.53	\$623.82	\$939.32	\$1,190.17	\$1,504.32
AB939	1.20	2.40	3.60	4.80	6.00
TOTAL	\$341.73	\$626.22	\$942.92	\$1,194.97	\$1,510.32
7 YD	\$195.18	\$334.97	\$532.77	\$614.29	\$809.52
DISPOSAL	154.13	308.26	462.39	616.53	770.66
FRAN FEE	38.81	71.47	110.57	136.76	175.58
SUBTOTAL	\$388.12	\$714.70	\$1,105.73	\$1,367.58	\$1,755.76
AB939	1.40	2.80	4.20	5.60	7.00
TOTAL	\$389.52	\$717.50	\$1,109.93	\$1,373.18	\$1,762.76

CURRENT - EFFECTIVE JULY 1, 2000

COMMERCIAL RATES
COMMERCIAL CAN

TOWN OF LOOMIS

SIZE	1 X W	2 X W	3 X W	4 X W	5 X W
1 CAN	\$6.86	\$13.70	\$20.57	\$27.43	\$34.28
DISPOSAL	4.60	9.20	13.80	18.40	22.99
FRAN FEE	1.27	2.54	3.82	5.09	6.36
SUBTOTAL	\$12.73	\$25.44	\$38.19	\$50.92	\$63.63
AB939	0.50	0.50	0.50	0.50	0.50
TOTAL	\$13.23	\$25.94	\$38.69	\$51.42	\$64.13
2 CANS	\$8.14	\$16.28	\$24.41	\$32.56	\$40.71
DISPOSAL	9.20	18.40	27.59	36.79	45.99
FRAN FEE	1.93	3.85	5.78	7.71	9.63
SUBTOTAL	\$19.27	\$38.53	\$57.78	\$77.06	\$96.33
AB939	0.50	0.50	0.50	0.50	0.50
TOTAL	\$19.77	\$39.03	\$58.28	\$77.56	\$96.83
3 CANS	\$9.34	\$18.67	\$28.01	\$37.34	\$46.66
DISPOSAL	\$13.80	\$27.59	\$41.39	\$55.19	\$68.98
FRAN FEE	2.57	5.14	7.71	10.28	12.85
SUBTOTAL	\$25.71	\$51.40	\$77.11	\$102.81	\$128.49
AB939	0.50	0.50	0.50	0.50	0.50
TOTAL	\$26.21	\$51.90	\$77.61	\$103.31	\$128.99
4 CANS	\$10.52	\$21.03	\$31.55	\$42.07	\$52.57
DISPOSAL	18.40	36.79	55.19	73.58	91.98
FRAN FEE	3.21	6.42	9.64	12.85	16.06
SUBTOTAL	\$32.13	\$64.24	\$96.38	\$128.50	\$160.61
AB939	0.50	0.50	0.50	0.50	0.50
TOTAL	\$32.63	\$64.74	\$96.88	\$129.00	\$161.11
5 CANS	\$11.76	\$23.54	\$35.29	\$47.05	\$58.81
DISPOSAL	22.99	45.99	68.98	91.98	114.97
FRAN FEE	3.86	7.73	11.59	15.45	19.31
SUBTOTAL	\$38.61	\$77.26	\$115.86	\$154.48	\$193.09
AB939	0.50	0.50	0.50	0.50	0.50
TOTAL	\$39.11	\$77.76	\$116.36	\$154.98	\$193.59
6 CANS	\$12.95	\$25.93	\$38.87	\$51.83	\$64.78
DISPOSAL	27.59	55.19	82.78	110.37	137.96
FRAN FEE	4.50	9.01	13.52	18.02	22.53
SUBTOTAL	\$45.04	\$90.13	\$135.17	\$180.22	\$225.27
AB939	0.50	0.50	0.50	0.50	0.50
TOTAL	\$45.54	\$90.63	\$135.67	\$180.72	\$225.77

PROPOSED - EFFECTIVE JULY, 2001

COMMERCIAL RATES
COMMERCIAL CAN

TOWN OF LOOMIS

SIZE	1 X W	2 X W	3 X W	4 X W	5 X W
1 CAN	\$7.15	\$14.29	\$21.45	\$28.61	\$35.75
DISPOSAL	4.40	8.81	13.21	17.62	22.02
FRAN FEE	1.28	2.57	3.85	5.14	6.42
SUBTOTAL	\$12.83	\$25.67	\$38.51	\$51.37	\$64.19
AB939	0.50	0.50	0.50	0.50	0.50
TOTAL	\$13.33	\$26.17	\$39.01	\$51.87	\$64.69
2 CANS	\$8.49	\$16.98	\$25.46	\$33.96	\$42.46
DISPOSAL	8.81	17.62	26.42	35.23	44.04
FRAN FEE	1.92	3.84	5.76	7.69	9.61
SUBTOTAL	\$19.22	\$38.44	\$57.64	\$76.88	\$96.11
AB939	0.50	0.50	0.50	0.50	0.50
TOTAL	\$19.72	\$38.94	\$58.14	\$77.38	\$96.61
3 CANS	\$9.74	\$19.47	\$29.21	\$38.95	\$48.67
DISPOSAL	\$13.21	\$26.42	\$39.63	\$52.85	\$66.06
FRAN FEE	2.55	5.10	7.65	10.20	12.75
SUBTOTAL	\$25.50	\$50.99	\$76.49	\$102.00	\$127.48
AB939	0.50	0.50	0.50	0.50	0.50
TOTAL	\$26.00	\$51.49	\$76.99	\$102.50	\$127.98
4 CANS	\$10.97	\$21.93	\$32.91	\$43.88	\$54.83
DISPOSAL	17.62	35.23	52.85	70.46	88.08
FRAN FEE	3.18	6.35	9.53	12.70	15.88
SUBTOTAL	\$31.77	\$63.51	\$95.29	\$127.04	\$158.79
AB939	0.50	0.50	0.50	0.50	0.50
TOTAL	\$32.27	\$64.01	\$95.79	\$127.54	\$159.29
5 CANS	\$12.27	\$24.55	\$36.81	\$49.07	\$61.34
DISPOSAL	22.02	44.04	66.06	88.08	110.09
FRAN FEE	3.81	7.62	11.43	15.24	19.05
SUBTOTAL	\$38.10	\$76.21	\$114.30	\$152.39	\$190.48
AB939	0.50	0.50	0.50	0.50	0.50
TOTAL	\$38.60	\$76.71	\$114.80	\$152.89	\$190.98
6 CANS	\$13.51	\$27.04	\$40.54	\$54.06	\$67.57
DISPOSAL	26.42	52.85	79.27	105.69	132.11
FRAN FEE	\$4.44	\$8.88	\$13.31	\$17.75	\$22.19
SUBTOTAL	\$44.37	\$88.77	\$133.12	\$177.50	\$221.87
AB939	0.50	0.50	0.50	0.50	0.50
TOTAL	\$44.87	\$89.27	\$133.62	\$178.00	\$222.37

CURRENT - EFFECTIVE JULY 1, 2000
 COMMERCIAL RATES
 COMMERCIAL TOTERS
 TOWN OF LOOMIS

SIZE	1 X W	2 X W	3 X W	=
1 TOTER	\$14.68	\$24.68	\$34.57	
DISPOSAL	11.50	22.99	34.49	
FRAN FEE	2.91	5.30	7.67	
SUBTOTAL	\$29.09	\$52.97	\$76.73	
AB939	0.50	0.50	0.50	
TOTAL	\$29.59	\$53.47	\$77.23	
2 TOTERS	\$25.81	\$45.31	\$64.56	
DISPOSAL	22.99	45.99	68.98	
FRAN FEE	5.42	10.14	14.84	
SUBTOTAL	\$54.22	\$101.44	\$148.38	
AB939	0.50	0.50	0.50	
TOTAL	\$54.72	\$101.94	\$148.88	
3 TOTERS	\$46.22	\$65.84	\$94.33	
DISPOSAL	34.49	68.98	103.47	
FRAN FEE	8.97	14.98	21.98	
SUBTOTAL	\$89.68	\$149.80	\$219.78	
AB939	0.50	0.50	0.50	
TOTAL	\$90.18	\$150.30	\$220.28	
4 TOTERS	\$60.03	\$86.49	\$124.21	
DISPOSAL	45.99	91.98	137.96	
FRAN FEE	11.78	19.83	29.13	
SUBTOTAL	\$117.80	\$198.30	\$291.30	
AB939	0.50	0.50	0.50	
TOTAL	\$118.30	\$198.80	\$291.80	
5 TOTERS	\$59.29	\$107.06	\$154.13	
DISPOSAL	57.48	114.97	172.45	
FRAN FEE	12.97	24.67	36.29	
SUBTOTAL	\$129.74	\$246.70	\$362.87	
AB939	0.50	0.50	0.50	
TOTAL	\$130.24	\$247.20	\$363.37	

PROPOSED - EFFECTIVE JULY 1, 2001

COMMERCIAL RATES
COMMERCIAL TOTERS

TOWN OF LOOMIS

SIZE	1 X W	2 X W	3 X W
1 TOTER	\$15.31	\$25.74	\$36.06
DISPOSAL	11.01	22.02	33.03
FRAN FEE	2.92	5.31	7.68
SUBTOTAL	\$29.24	\$53.07	\$76.77
AB939	0.50	0.50	0.50
TOTAL	\$29.74	\$53.57	\$77.27
2 TOTERS	\$26.92	\$47.26	\$67.34
DISPOSAL	22.02	44.04	66.06
FRAN FEE	5.44	10.14	14.82
SUBTOTAL	\$54.38	\$101.44	\$148.22
AB939	0.50	0.50	0.50
TOTAL	\$54.88	\$101.94	\$148.72
3 TOTERS	\$48.21	\$68.67	\$98.39
DISPOSAL	33.03	66.06	99.08
FRAN FEE	9.03	14.97	21.94
SUBTOTAL	\$90.27	\$149.70	\$219.41
AB939	0.50	0.50	0.50
TOTAL	\$90.77	\$150.20	\$219.91
4 TOTERS	\$62.61	\$90.21	\$129.55
DISPOSAL	44.04	88.08	132.11
FRAN FEE	11.85	19.81	29.07
SUBTOTAL	\$118.50	\$198.10	\$290.73
AB939	0.50	0.50	0.50
TOTAL	\$119.00	\$198.60	\$291.23
5 TOTERS	\$61.84	\$111.66	\$160.76
DISPOSAL	55.05	110.09	165.14
FRAN FEE	12.99	24.64	36.21
SUBTOTAL	\$129.88	\$246.39	\$362.11
AB939	0.50	0.50	0.50
TOTAL	\$130.38	\$246.89	\$362.61

CURRENT - EFFECTIVE JULY 1, 2000
COMMERCIAL RATES

TOWN OF LOOMIS

	BASE RATE	DISPOSAL	FRANCHISE FEE	SUBTOTAL	AB939 FEE	TOTAL
EXTRA EMPTYES:						
1 YARD	\$9.83	\$5.31	\$1.68	\$16.82	\$0.20	\$17.02
2 YARD	\$14.92	\$10.61	\$2.84	\$28.37	\$0.40	\$28.77
3 YARD	\$20.02	\$15.92	\$3.99	\$39.93	\$0.60	\$40.53
4 YARD	\$25.16	\$21.23	\$5.15	\$51.54	\$0.80	\$52.34
5 YARD	\$30.30	\$26.53	\$6.31	\$63.14	\$1.00	\$64.14
6 YARD	\$37.31	\$31.84	\$7.68	\$76.83	\$1.20	\$78.03
7 YARD	\$44.30	\$37.14	\$9.05	\$90.49	\$1.40	\$91.89
BIN RENTAL:						
1 YARD	\$10.45		\$1.16			\$11.61
2 YARD	\$13.06		\$1.45			\$14.51
3 YARD	\$15.69		\$1.74			\$17.43
4 YARD	\$18.27		\$2.03			\$20.30
5 YARD	\$20.86		\$2.32			\$23.18
6 YARD	\$23.50		\$2.61			\$26.11
7 YARD	\$26.13		\$2.90			\$29.03

PROPOSED - EFFECTIVE JULY 1, 2001
COMMERCIAL RATES

TOWN OF LOOMIS

	BASE RATE	DISPOSAL	FRANCHISE FEE	SUBTOTAL	AB939 FEE	TOTAL
EXTRA EMPTYES:						
1 YARD	\$10.25	\$5.08	\$1.70	\$17.03	\$0.20	\$17.23
2 YARD	\$15.56	\$10.16	\$2.86	\$28.58	\$0.40	\$28.98
3 YARD	\$20.88	\$15.24	\$4.01	\$40.13	\$0.60	\$40.73
4 YARD	\$26.24	\$20.33	\$5.17	\$51.74	\$0.80	\$52.54
5 YARD	\$31.60	\$25.41	\$6.33	\$63.34	\$1.00	\$64.34
6 YARD	\$38.91	\$30.49	\$7.71	\$77.11	\$1.20	\$78.31
7 YARD	\$46.20	\$35.57	\$9.09	\$90.86	\$1.40	\$92.26
BIN RENTAL:						
1 YARD	\$10.90		\$1.21			\$12.11
2 YARD	\$13.62		\$1.51			\$15.13
3 YARD	\$16.36		\$1.82			\$18.18
4 YARD	\$19.06		\$2.12			\$21.18
5 YARD	\$21.76		\$2.42			\$24.18
6 YARD	\$24.51		\$2.72			\$27.23
7 YARD	\$27.25		\$3.03			\$30.28

CURRENT - EFFECTIVE JULY 1, 2000
 COMMERCIAL RATES
 TOWN OF LOOMIS
 DEBRIS BOXES

	BASE RATE	DISPOSAL	FRANCHISE FEE	SUBTOTAL	AB939 FEE	TOTAL
15 YARD	\$138.32	\$144.33	\$31.41	\$314.06	\$0.00	\$314.06
20 YARD	\$146.01	\$192.44	\$37.61	\$376.06	\$0.00	\$376.06
30 YARD	\$160.36	\$288.66	\$49.89	\$498.91	\$0.00	\$498.91
33 YARD	\$162.52	\$317.53	\$53.34	\$533.39	\$0.00	\$533.39
40 YARD	\$177.73	\$384.88	\$62.51	\$625.12	\$0.00	\$625.12
50 YARD	\$199.15	\$481.10	\$75.58	\$755.83	\$0.00	\$755.83

PROPOSED - EFFECTIVE JULY 1, 2001
 COMMERCIAL RATES
 TOWN OF LOOMIS
 DEBRIS BOXES

	BASE RATE	DISPOSAL	FRANCHISE FEE	SUBTOTAL	AB939 FEE	TOTAL
15 YARD	\$144.27	\$138.21	\$31.39	\$313.87	\$0.00	\$313.87
20 YARD	\$152.29	\$184.28	\$37.40	\$373.97	\$0.00	\$373.97
30 YARD	\$167.26	\$276.42	\$49.30	\$492.98	\$0.00	\$492.98
33 YARD	\$169.51	\$304.06	\$52.62	\$526.19	\$0.00	\$526.19
40 YARD	\$185.37	\$368.56	\$61.55	\$615.48	\$0.00	\$615.48
50 YARD	\$207.71	\$460.70	\$74.27	\$742.68	\$0.00	\$742.68