

RESOLUTION NO. 10-7737

A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA, SETTING THE OVERALL RATES TO BE CHARGED TO CUSTOMERS FOR COLLECTION AND DISPOSAL OF GARBAGE, REFUSE, CLEAN GREEN, RECYCLING, ANNUAL CLEAN-UP CAMPAIGN, AND HOUSEHOLD HAZARDOUS WASTE IN THE CITY OF SANTA CLARA FOR BILLING CYCLES BEGINNING JULY 1, 2010

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City Council of the City of Santa Clara (herein “City”) has provided, by contract or with its own forces, certain garbage and refuse collection and disposal services, Clean Green, recycling, Annual Clean-Up Campaign, and household hazardous waste (herein “Solid Waste Services”) within the corporate limits of the City of Santa Clara;

WHEREAS, City entered into an agreement entitled the “Agreement for Disposal of Municipal Solid Waste, dated March 7, 1989 with International Disposal Corporation of California (a wholly owned subsidiary of Browning Ferris Industries (BFI)”, (herein “Disposal Agreement”) as amended by Amendment No. 1 dated February 10, 1998, for cost of disposing of garbage and refuse collected in the City at Newby Island Landfill for a term commencing March 7, 1989 and terminating on December 31, 2024;

WHEREAS, City entered into an amended agreement entitled “Second Amended and Restated Exclusive Franchise Agreement for Collection, Transportation and Disposal of Refuse By and Between the City of Santa Clara, California and Mission Trail Waste Systems, Inc.” (herein “Refuse Franchise Agreement”) on December 15, 2009, that contains terms that will take effect on July 1, 2010 and terminate on December 30, 2021;

WHEREAS, the overall adjustments to the monthly rates charged to customers for Solid Waste Services made by this Resolution do not in any way modify the rates of compensation which Mission Trail Waste Systems, Inc. is entitled to under the Refuse Franchise Agreement;

WHEREAS, City entered into an agreement entitled “Exclusive Franchise Agreement for Collection and Handling of Recyclables Between the City of Santa Clara and Los Altos Garbage Company” (herein “Residential Recycling Services Agreement”) for the residential single-stream recycling collection program on September 28, 2008, for a term commencing December 7, 2009 and ending January 10, 2020, which was subsequently amended by Amendment No. 1 on October 20, 2009 to change the corporate name to Recology South Bay dba Recology Santa Clara;

WHEREAS, City entered into “Agency Agreement for Countywide Household Hazardous Waste Collection Program with the County of Santa Clara” (herein “CoHHWP Agreement”) to provide household hazardous waste collection, drop-off, and disposal services on April 20, 2010 for a term commencing on July 1, 2010 and terminating on June 30, 2011;

WHEREAS, City periodically adjusts rates charged to customers for Solid Waste Services to incorporate adjustments in compensation paid to the contractors providing Solid Waste Services with the goal of achieving full cost recovery, with no subsidy from the General Fund;

WHEREAS, on April 9, 2010, the City mailed notices of a public hearing to property owners paying fees for Solid Waste Services that detailed proposed rate adjustments in accordance with Proposition 218; and

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WHEREAS, on May 25, 2010, the City held a public hearing on the proposed adjustments to fees for Solid Waste Services.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That following a public hearing, the City Council approves the rates for collection and disposal of garbage, refuse, Clean Green, recycling, Annual Clean-Up Campaign, and household hazardous waste set forth in Table A, incorporated here by reference.

2. That any and all amounts by which the fees set forth in Table A exceed monies paid to contractors that provide Solid Waste Services in accordance with their respective agreements, shall solely belong to City and shall constitute cost recovery for Solid Waste Services rendered by City.

3. That a true and correct copy of this Resolution shall be kept on file in the Office of the City Clerk and in the Billing Division of the City Finance Department at all times in which the rates are operable or until replaced with any future adjusted monthly charges by the City Council and shall be open to public inspection during the regular hours of such offices.

4. That the adjusted monthly charges described herein are ordered to be effective and operative with, and for services rendered during periods covered by billing cycle July 2010 and subsequent billing cycles.

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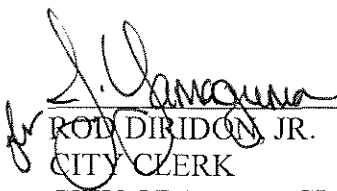
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5. Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this resolution is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the resolution. The City of Santa Clara, California, hereby declares that it would have passed this resolution and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

6. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 25th DAY OF MAY, 2010, BY THE FOLLOWING VOTE:

AYES:	COUNCILORS:	Kennedy, Kornder, Matthews, McLeod and Moore and Mayor Mahan
NOES:	COUNCILORS:	Caserta
ABSENT:	COUNCILORS:	None
ABSTAINED:	COUNCILORS:	None

ATTEST: 

ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Table A – City of Santa Clara Rates for Collection and Disposal of Garbage, Refuse, Clean Green, Recycling, Annual Clean-Up Campaign, and Household Hazardous Waste Services (Effective Billing Cycle July 2010)

TABLE A
CITY OF SANTA CLARA
RATES FOR COLLECTION AND DISPOSAL OF GARBAGE,
REFUSE, CLEAN GREEN, RECYCLING, ANNUAL CLEAN-UP CAMPAIGN,
AND HOUSEHOLD HAZARDOUS WASTE SERVICES
(Effective Billing Cycle July 2010)

I. RESIDENTIAL USERS:

A. All Occupancy Classes (separate line billing)

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|---|---------------------------|
| 1. Annual Clean-Up Campaign | \$3.80/month ¹ |
| 2. Extra Bag Tag Pre-Paid Sticker Program for extra garbage bag setouts (purchase stickers at City Hall Municipal Services counter) | \$3.00/bag tag |
| 3. Household Hazardous Waste | \$0.30/month |

B. Single Occupancy (includes Multi-Family Complexes of 4 or Less Units)^{2 & 3}

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|---|---------------|
| 1. Regular service, (includes Clean Green Collection, and Recycling Services) single collection weekly: | |
| a. One (1) thirty-two-gallon capacity garbage can or Small Cart | \$20.65/month |
| b. One (1) twenty-gallon capacity super saver can or Super Saver Cart | \$15.00/month |
| c. Two (2) thirty-two-gallon capacity garbage cans or Medium Cart | \$30.10/month |
| d. Three (3) thirty-two-gallon capacity garbage cans or Large Cart | \$39.55/month |
| e. Additional thirty-two (32) gallon container | \$9.45/month |

C. Multi-Family Occupancies where Clean Green Collection Services Provided:
Regular service, single collection weekly:

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| 1. First dwelling unit (includes Clean Green Collection and Recycling Services): | |
| a. One (1) thirty-two-gallon capacity garbage can or Small Cart | \$20.65/month |

1 Exemption with no charge to some multiple occupancies whose large complex, consisting of 50 units or more, if have entered into an exemption agreement with City.

2 Last two weeks of each year, encompassing the Christmas holiday and the week following, single occupancy customer may set out up to four (4) extra thirty (30) gallon garbage bags total at no extra charge.

3 Low income rate discount of \$1.25 per can per month available up approved application.

- b. One (1) twenty-gallon capacity Super Saver garbage can or Super Saver Cart only for duplexes and trailer parks where can setout and billed individually at each residence \$15.00/month
 - c. Two (2) thirty-two-gallon capacity garbage cans or Medium Cart \$30.10/month
 - d. Three (3) thirty-two-gallon capacity garbage cans or Large Cart \$39.55/month
 - 2. Each additional dwelling unit exceeding one (1) unit (includes recycling charge, but not Clean Green charge) \$11.81/month
 - 3. For each additional thirty-two-gallon capacity container \$9.45/month
 - 4. Recycling Service: (first unit includes recycling charge automatically) dwellings four (4) units and under are required to have recycling services. The monthly charge is unbundled for additional units after the first unit. Recycling service is voluntary for dwellings five (5) units or greater. Property owner or manager of complexes with 5+ units must sign an agreement for multi-family recycling services \$2.36/month/unit
- D. Townhouses – garbage and recycling provided (recycling not bundled into rate, but billed as a separate line item on utility bill); no Clean Green services:
- 1. Regular service, single collection weekly:
 - a. One (1) thirty-two-gallon capacity garbage can or Small Cart \$9.76/month
 - b. One (1) twenty-gallon capacity super saver garbage can or Super Saver Cart only where can setout and billed individually at each residence \$4.11/month
 - c. Two (2) thirty-two-gallon capacity garbage cans or Medium Cart \$19.21/month
 - d. Three (3) thirty-two-gallon capacity garbage cans or Large Cart \$28.66/month
 - e. Additional thirty-two (32) gallon capacity container \$9.45/month
 - 2. Recycling Service, single collection weekly, additional charge per participating dwelling unit \$2.36/month/unit

II. COMMERCIAL AND INSTITUTIONAL ESTABLISHMENTS; AND RESIDENTIAL APARTMENT COMPLEXES (WHERE DWELLING UNITS NOT SERVED SEPARATELY)

A. Regular Can/Cart Service: Variable

CONTAINER SIZE (CAPACITY)	ONE TO SIX COLLECTIONS PER WEEK⁴					
	ONE	TWO	THREE	FOUR	FIVE	SIX
One 32 gallon capacity can, or Small Cart	\$9.76	\$19.52	\$29.28	\$39.04	\$48.80	\$58.56
Two 32 gallon capacity cans, or Medium Cart	\$19.21	\$38.42	\$57.63	\$76.84	\$96.05	\$115.26
Three 32 gallon capacity cans, or Large Cart	\$28.66	\$57.32	\$85.98	\$114.64	\$143.30	\$171.96
Each additional 32 gallon capacity container	\$9.45	\$18.90	\$28.35	\$37.80	\$47.25	\$56.70
Rates shown applicable where no Recycling or Clean Green collection services provided. Notwithstanding the above, in no event will the minimum charge for service for commercial and institutional establishments be less than \$9.76.						

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⁴ For complexes with recycling services, add \$2.36 per unit per month charge.

B. Bin Service: Variable, for commercial, institutional, and residential multiple family occupancy customers; monthly charge (for weekly collections) with container furnished by Mission Trail.

<i>BIN SIZE (Cubic Yards)</i>	<i>ONE TO SIX COLLECTIONS PER WEEK^{4, 5}</i>					
	<i>ONE</i>	<i>TWO</i>	<i>THREE</i>	<i>FOUR</i>	<i>FIVE</i>	<i>SIX</i>
1	\$60.86	\$119.76	\$176.08	\$230.05	\$284.34	\$336.54
1½	\$88.04	\$174.77	\$254.99	\$331.31	\$408.95	\$486.19
2	\$115.21	\$225.89	\$336.56	\$438.07	\$539.59	\$626.17
3	\$170.45	\$331.31	\$483.76	\$627.25	\$775.53	\$921.20
4	\$222.83	\$436.35	\$642.03	\$830.97	\$1,025.80	\$1,192.58
6	\$313.97	\$618.78	\$894.05	\$1,169.54	\$1,444.83	\$1,708.63
8	\$400.94	\$798.39	\$1,199.49	\$1,508.16	\$1,874.53	\$2,248.10

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4 For complexes with recycling services, add \$2.36 per unit per month charge.

5 Customer entitled to one (1) extra bin collection per year, by appointment with Mission Trail, at no charge to customer.

C. Drop Body Bulk Roll Off Bin Service and Compacted Front Loader Bin Service: Per collection with roll off container furnished by Mission Trail and front loader compactor bin furnished by customer.

<i>BIN SIZE/CAPACITY</i>	<i>OPEN (Loose) CONTAINER⁶ (per cubic yard)</i>	<i>COMPACTED (Closed) CONTAINER (per cubic yard)</i>
10 cubic yards or less	\$29.53	\$36.28
11 to 15 cubic yards	\$29.53	\$33.34
16 to 20 cubic yards	\$27.82	\$31.52
21 to 29 cubic yards	\$26.47	\$31.52
30 cubic yards	\$24.05	\$31.52
31 to 39 cubic yards	\$22.45	\$31.52
40 cubic yards & over	\$19.65	\$31.52

D. Special Charges

In all instances where the charges set forth above are inapplicable, charges for the particular service shall be negotiated by the customer to be served, the franchise holder and the City of Santa Clara, with the decision of said City to be final.

⁶ If bin used for concrete, dirt, asphalt loose wastes, or compactor containers over 800 pounds per cubic yard, add charge of \$9.14 per cubic yard.