

RESOLUTION NO. 116-19

**A RESOLUTION OF THE CITY COUNCIL OF CITY OF RICHMOND, CALIFORNIA,
TO UPDATE THE SOLID WASTE COLLECTION RATES AS STATED IN EXHIBIT A**

WHEREAS, the City of Richmond (“the City”) and Richmond Sanitary Service, a subsidiary of Republic Services, Inc, (“RS”) entered into an exclusive franchise agreement entitled “Franchise Agreement Between City of Richmond and RS,” effective July 1, 1986, as amended (“Franchise Agreement”), for solid waste collection services; and

WHEREAS, the Franchise Agreement includes the collection of trash, recyclables, compost, and bulky items from residents and businesses; and

WHEREAS, the Franchise Agreement provides that the City Council is to approve collection rates be paid by ratepayers; and

WHEREAS, a resident bulky item collection service was included as an amendment in 2014 to the Franchise Agreement ("2014 Amendment"); and

WHEREAS, pursuant to the collection Franchise Agreement, the City is obligated to adjust the solid waste collection rates on an annual basis according to the change in the Consumer Price Index (CPI) and the bulky item participation rate; and

WHEREAS, under the terms of the 2014 Amendment, City staff members negotiated that CPI increases for the years 2018 through 2025 shall be capped at a maximum of 3.25 percent annually; and

WHEREAS, the City Council approved the Richmond Climate Action Plan (CAP) directing staff to increase solid waste diversion; and

WHEREAS, State Recycling bills AB 1826 and SB1383 authorize local jurisdiction to charge and collect fees to recover the local jurisdiction’s costs incurred in complying with regulations; and

WHEREAS, on July 23, 2019, City Council authorized the City Manager to execute any and all agreements necessary and take all required actions to develop the I Heart Richmond campaign to increase solid waste diversion and litter mitigation; and

WHEREAS, the additional funds generated through the franchise fee increase of 7.5 percent will help fund the costs of implementing: 1) Compliance and enforcement of local and State solid waste reduction and recycling laws; 2) Prevention of litter and blight; and 3) Improving overall environmental quality and health.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richmond does hereby resolve, declare, determine and order as follows:

- Section 1. Collection Rates as stated in Richmond Municipal Code Section 9.20.150 and 9.20.155 and as set forth in Exhibit A attached hereto are hereby approved and said rates are effective January 1, 2020.
- Section 2. Effective January 1, 2020, the franchise fee in the Franchise Agreement, Exhibit B attached hereto will increase and RS shall pay to the City a 17.5 percent franchise fee, which will help fund 1) Compliance and enforcement of local and State solid waste reduction and recycling laws, 2) Prevention of litter and blight, and 3) Improving overall environmental quality and health.

I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond at a regular meeting thereof held December 17, 2019, by the following vote:

AYES: Councilmembers Bates, Johnson, Martinez, Myrick, Willis,
Vice Mayor Choi, and Mayor Butt.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

PAMELA CHRISTIAN
CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

TOM BUTT
Mayor

Approved as to form:

BRUCE GOODMILLER
City Attorney

State of California }
County of Contra Costa } : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Resolution No. 116-19**, finally passed and adopted by the City Council of the City of Richmond at a regular meeting held on December 17, 2019.



Pamela Christian, Clerk of the City of Richmond

Exhibit A- Calendar Year 2020 Collection Rates

Section	Resolution Text	2020	2019
9.20.150(a)1	For single-family residences, the charge for the weekly collection of each receptacle of thirty-five (35) gallons per week shall be \$_____per month per receptacle.	\$ 31.01	\$ 27.62
9.20.150(a)2	For single family residences, the charge for the weekly collection of each receptacle of sixty-five (65) gallons per week shall be \$_____per month per receptacle.	\$ 59.06	\$ 52.76
9.20.150(a)3	For single family residences, the charge for the weekly collection of each receptacle of ninety-five (95) gallons per week shall be \$_____per month per receptacle.	\$ 87.43	\$ 78.17
9.20.150(a)4	For each min-can (receptacle not exceeding twenty (20) gallons in volume capacity) collected once per week at a single-family residence, the charge shall be \$_____per month per receptacle.	\$ 28.17	\$ 25.08
9.20.150(a)5	The above rates include weekly service for one (1) solid waste cart (brown), one (1) 65-gallon (blue) cart for recyclables and one (1) 65-gallon (green) cart for organics. 2 Additional blue and green carts are available at additional cost of \$_____per month per receptacle.	\$ 9.35	\$ 8.40
9.20.150(a)6	For residential units in multiple family dwellings, for each residential unit receiving collection service, the charge for the weekly collection of each receptacle of thirty-five (35) gallons shall be \$_____per month per receptacle.	\$ 31.01	\$ 27.62
9.20.150(a)7	For residential units in multiple family dwellings, for each residential unit receiving collection of each receptacle of sixty-five (65) gallons per week shall be \$_____per month per receptacle.	\$ 59.06	\$ 52.76
9.20.150(a)8	For residential units in multiple family dwellings, for each residential unit receiving collection of each receptacle of ninety-five (95) gallons per week shall be \$_____per month per receptacle.	\$ 87.43	\$ 78.17
9.20.15(a)9	For each mini-can (a receptacle not exceeding twenty (20) gallons in volume capacity) collected once per week from a residential unit of a multi-family dwelling, the charge shall be \$_____per month per receptacle.	\$ 28.17	\$ 25.08
9.20.150(a)11	In addition to the rates set forth in the above subsections, a carry-out fee of \$_____per receptacle per month for solid waste receptacles and \$_____per receptacle per month for recycling or green waste receptacles may be charged to those owners utilizing such service.	\$ 9.41	\$ 8.44
		\$ 9.41	\$ 8.44

Exhibit A- Calendar Year 2020 Collection Rates

Section	Resolution Text	2020	2019
9.20.150(a)12	For senior citizens (individuals sixty-two (62) years of age or older who own or reside in a single-family residence (including duplexes) or a residential unit in a multi-family residence where service is billed separately the charge for the collection of the first thirty-five (35) gallon receptacle once per week shall be \$_____per month. For collection of one only 20-gallon receptacle once per week shall be \$_____. For the purposes of this subsection, a residence may qualify for the senior citizen rate if at least one of the owners or occupants is a senior citizen as defined by this subsection.	\$ 29.37	\$ 26.16
		\$ 26.62	\$ 23.69
9.20.150(a)13(A)	Return trip surcharge, per cart \$_____.	\$ 35.65	\$ 32.01
9.20.150(a)13(B)	Additional recycle/ greenwaste, per cart per month \$ _____. More than one (1) recycling cart, or more than one (1) green waste cart.	\$ 9.35	\$ 8.40
9.20.150(a)13(C)	Missing cart/insert removal, per cart \$_____. For instances where upon account closure, carts not found/set out for retrieval. Customer unauthorized removal of insert to increase cart capacity from 20-gallon to 35-gallon.	\$ 68.11	\$ 61.15
9.20.150(a)13(D)	Overage, per bag \$_____. For instances where the trash, recycling, or green waste cart filled above cart rim.	\$ 11.92	\$ 10.71
9.20.150(a)13(E)	Same week on-call curbside clean-up \$_____. Depending upon collection vehicle capacity, standard bulky item collection scheduled within 10 days of request at no additional charge. Same week bulky item clean-ups are subject to an expedited service surcharge.	\$ 18.20	\$ 17.65
9.20.150(a)13(F)	Contamination surcharge \$_____.	\$ 30.91	\$ 27.75
9.20.150(b)	In addition to the rates provided for in subsection (a) of this section, an additional surcharge of \$_____for each thirty-five (35) gallons of receptacle capacity \$_____for each sixty-five (65) gallons of receptacle capacity \$_____for each ninety-five (95) gallons of receptacle capacity; or an additional \$_____for each twenty (20) gallon mini-can shall be charged each month on each receptacle as established by the Board of Directors of the West Contra Costa Integrated Waste Management Authority (WCCIWMA) or its successor entity, in accordance with the Joint Powers Agreement between the City and the WCCIWMA.	\$ 11.92	\$ 10.71
		\$ 23.84	\$ 21.42
		\$ 35.76	\$ 32.13
		\$ 5.80	\$ 5.40

Exhibit A- Calendar Year 2020 Collection Rates

Section	Resolution Text	2020	2019
9.20.155(a)1	COMMERCIAL CART COLLECTION SERVICE RATES 30/35 gallon per month	\$ 39.94	\$ 35.85
	COMMERCIAL CART COLLECTION SERVICE RATES 60/65 gallon per month	\$ 83.90	\$ 75.33
	COMMERCIAL CART COLLECTION SERVICE RATES 95/100 gallon per month	\$ 105.75	\$ 94.94
	The rates set forth above include a \$_____per yard/per month/per pick-up/per week IRRF Surcharge.	\$ 53.52	\$ 41.95
9.20.155(b)1(A)	Special pickups without 24-hour notice or same day service	\$ 75.76	\$ 68.02
9.20.155(b)1(B)	Steam clean box	\$ 107.05	\$ 96.11
9.20.155(b)1(C)	Charge for moving container more than 15 feet (per foot)	\$ 0.19	\$ 0.17
9.20.155(b)1(D)	Lock and key charge	\$ 20.21	\$ 18.14
9.20.155(b)2)	Special pick up rates for the collection of bulky items and large quantities: 1 Cubic Yard	\$ 97.29	\$ 87.34
	2 Cubic Yard	\$ 153.28	\$ 137.61
	3 Cubic Yard	\$ 206.23	\$ 185.15
	4 Cubic Yard	\$ 257.56	\$ 231.23
	5 Cubic Yard	\$ 308.03	\$ 276.55
	6 Cubic Yard	\$ 358.04	\$ 321.45
	7 Cubic Yard	\$ 407.74	\$ 366.07
9.20.155(c)	COMMERCIAL CART RATE -- IRRF SURCHARGE: 30/35 gallon per month	\$ 10.17	\$ 9.47
	COMMERCIAL CART RATE -- IRRF SURCHARGE: 60/65 gallon per month	\$ 18.91	\$ 17.61
	COMMERCIAL CART RATE -- IRRF SURCHARGE: 95/100 gallon per month	\$ 28.37	\$ 26.42

City of Richmond 2020 Residential Services Rates			
	2020 Collection Charge	2020 Post-Collection Charge	2020 Combined Monthly Rate
20-gallon	\$28.17	\$5.80	\$33.97
35-gallon	\$31.01	\$10.17	\$41.18
65-gallon	\$59.06	\$18.91	\$77.97
95-gallon	\$87.43	\$28.37	\$115.80
Senior 20-gallon	\$26.62	\$5.80	\$32.42
Senior 35-gallon	\$29.37	\$10.17	\$39.54

City of Richmond 2019 Commercial Bin Service Rates							
Bin Size	Times Per Week						
	1	2	3	4	5	6	7
1 Yard	\$246.61	\$435.69	\$624.58	\$813.60	\$1,002.69		
2 Yard	\$408.36	\$750.27	\$1,092.41	\$1,434.40	\$1,776.52		
3 Yard	\$561.08	\$1,048.12	\$1,535.02	\$2,022.18	\$2,509.25		
4 Yard	\$709.49	\$1,337.79	\$1,966.30	\$2,594.64	\$3,222.96		
5 Yard	\$855.60	\$1,623.70	\$2,391.78	\$3,160.08	\$3,928.17		
6 Yard	\$1,000.39	\$1,907.80	\$2,815.23	\$3,722.50	\$4,630.09		
7 Yard	\$1,144.10	\$2,190.99	\$3,237.74	\$4,284.47	\$5,331.21	\$6,377.96	\$7,424.69
*Includes \$41.95 Per yard/per month/pick-up per week Post-Collection Surcharge.							

City of Richmond 2020 Commercial Bin Service Rates							
Bin Size	Times Per Week						
	1	2	3	4	5	6	7
1 Yard	\$281.48	\$498.88	\$716.06	\$933.40	\$1,150.81		
2 Yard	\$468.43	\$862.86	\$1,257.53	\$1,652.04	\$2,046.70		
3 Yard	\$645.34	\$1,208.20	\$1,770.91	\$2,333.92	\$2,896.81		
4 Yard	\$817.43	\$1,544.44	\$2,271.68	\$2,998.72	\$3,725.74		
5 Yard	\$986.97	\$1,876.49	\$2,765.97	\$3,655.71	\$4,545.21		
6 Yard	\$1,155.04	\$2,206.51	\$3,258.01	\$4,309.33	\$5,361.01		
7 Yard	\$1,321.90	\$2,535.53	\$3,749.00	\$4,962.45	\$6,175.91	\$7,389.39	\$8,602.83
*Includes \$53.52 Per yard/per month/pick-up per week Post-Collection Surcharge.							

AMENDMENT TO FRANCHISE AGREEMENT

BETWEEN

CITY OF RICHMOND and

RICHMOND SANITARY SERVICE, INC.

This Amendment to the Franchise Agreement is entered into effective December ____, 2019, by and between the City of Richmond, a municipal corporation (“City”), and Richmond Sanitary Service, Inc., a California corporation (“RSS” or “Contractor”).

RECITALS

WHEREAS, the City and RSS entered into an exclusive franchise agreement entitled “Franchise Agreement Between City of Richmond and Richmond Sanitary Service, Inc. effective July 1, 1986 (“Franchise Agreement”); and

WHEREAS, the Franchise Agreement was previously amended on September 6, 1991; January 20, 1994; March 16, 1999; February 6, 2003; June 22, 2004; and August 1, 2014 (hereinafter collectively referred to with the July 1, 1986 agreement as the “Franchise Agreement”); and

WHEREAS, all of the terms, conditions, rights and obligations of the parties under the Franchise Agreement shall remain in full force and effect and shall not be changed in any manner except as expressly set forth in this Amendment to the Franchise Agreement; and

WHEREAS, Article IX, section 7 of the Constitution of the State of California empowers the City to make and enforce within its limits all sanitary and other ordinances and regulations not in conflict with general laws for the management of solid waste generated within the City; and

WHEREAS, the Legislature of the State of California, by enactment of the California

Exhibit B - 2019 Franchise Agreement Amendment

Integrated Waste Management Act of 1989 (Act) (California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste management within their jurisdiction.

NOW THEREFORE, in consideration of the promises and mutual covenants set forth herein, the Parties agree as follows:

AMENDMENT TO FRANCHISE AGREEMENT

In consideration of the above and the promises and other provisions in this Amendment, the Parties agree to amend the Franchise Agreement as follows effective January 1, 2020.

1. Franchise Fees. Article VIII, section 8.1 of the Franchise Agreement is deleted in its entirety and replaced with the following:

“Franchise Fee. Beginning July 1, 1990, RSS shall pay to City for said privilege hereby granted a percentage of the gross annual revenues derived from its collection operations under this Franchise Agreement. Effective January 1, 2020, or on the first day of the month following adoption and execution of this Amendment, whichever is later, RSS shall pay to City for said privilege Seventeen and One-half Percent (17.5%) of the Gross Revenues derived from its collection operations under this Franchise Agreement, based upon audited revenue statements submitted annually to the City. The payment shall be made on a monthly basis, with annual adjustments if necessary based on review of the audited revenue statement. As used herein, the term “Gross Revenues” means revenues from refuse and recycling collection services provided to residents and businesses within the City, exclusive of governmental taxes, fees and surcharges applicable to such Gross Revenues.”

2. All Other Terms and Conditions Remain in Full Force and Effect. All other remaining terms of the Franchise Agreement shall remain in full force and effect.

3. No Other Agreements. There are no other or further Franchise Agreement amendments or other RSS or City agreements or conditions as a pre-requisite to approval of this Amendment.

Exhibit B - 2019 Franchise Agreement Amendment

IN WITNESS WHEREOF, the parties hereto executed this First Amendment to be effective as of the date first written above.

“CITY”

City of Richmond,
a California municipal corporation

Tom Butt
Mayor
City of Richmond

“RSS”

Richmond Sanitary Service, Inc.,
a California corporation

MICHAEL A. CAPRIO
Area President
Richmond Sanitary Service, Inc.

ATTEST:

Pamela Christian, City Clerk

Approved as to form:

Bruce Goodmiller, City Attorney

Scott W. Gordon, Counsel for RSS