

Contract Report

GCPWD
JUN 14 2007

As directed by the Board of Supervisors, the Clerk shall maintain the official file of all Contracts, unless the Department Head is authorized to execute. A Contract Report is to be completed and submitted with such Contracts to the Board of Supervisors' Division of the County Clerk's Office. Department Heads are responsible for administration of assigned Contracts and required insurance certificates.

1820		P	
Contract Number	Delineator	Trait	Fiscal Year

Delineator = .a, .b, etc = Subcontracts
.1, .2, etc = Contract Amendments

Fiscal Year = (optional to be used for new FY Contracts in same # continuing Contract)

Traits = P/Pending - Original Contract Not on File/to be submitted
GP/Grant Pending - Original Contract to be submitted if grant is awarded
E/Exempt - Original Contract Exempt from Filing with Clerk
A/Acknowledgment - Contract Acknowledgment Pending

Contract Category:	Service	(Construction, Franchise, Interagency, JPA, Maintenance, Miscellaneous, Property Lease, Service, State, Grant)
Administering Department:	Planning & Public Works Agency	
Contract Executed By:	Board of Supervisors	
Authority for Execution:	Minute Order 7 of 6/5/2007	
Contractor:	Stonycreek Garbage Service	
Description of Contract:	Refuse Collection Agreement	
*Contractor's Tax ID #/Social Security #		

Beginning Term Date:	6/5/2007	If no termination date is specified within the Contract, indicate recommended review date not to exceed one year increments
Ending Term Date:	7/1/2012	
Recommended Review Date:		

Contract Amount Paid BY County:		
Contract Amount Paid TO County:		
Not to Exceed:		
Other Terms:	Rates as stated in 2007 Price Adjustment attached	(Other Terms: Rate per month/hour/quarter, etc.)

Insurance Required by County?:	Yes
Insurance End Term:	
Insurance Requirement Waived by County Counsel	

Contract Notes:

Please indicate other changes to be made to data base and whether contract is open, closed, renewal being processed, etc.

* Social Security Number REQUIRED for Independent Contractors

Clerks Notes:

Monitored by:
Audited By:
Prepared by: *SP*

Status:

Report Completed 6/13/2007
New File
Existing File

Contract Status Open

To Dept for filing with Contract



REFUSE COLLECTION AGREEMENT BETWEEN
COUNTY OF GLENN AND STONYCREEK GARBAGE SERVICE

This Agreement is entered into on June 5, 2007 by and between the COUNTY OF GLENN, hereinafter called "County" and STONYCREEK GARBAGE SERVICE, hereinafter called "Contractor",

WITNESSETH:

WHEREAS, in order to protect the public health and safety and the well being of the citizens and residents of County of Glenn, it is necessary to provide for the orderly collection, transportation and disposal of industrial, residential and commercial garbage, rubbish and solid waste matter, and

WHEREAS, County wishes to ensure that collection service is available to all residents and businesses, and

WHEREAS, County has determined that this service can be best provided by granting of contracts for exclusive collection services, and

WHEREAS, Contractor is desirous of entering into a collection Agreement with County to provide such industrial, residential and commercial collection, transportation, and disposal service.

NOW, THEREFORE, the parties mutually agree to the following terms and conditions.

ARTICLE 1. DEFINITIONS.

BOARD.	Board of Supervisors of Glenn County.
COLLECTION.	The act of collecting solid waste at the place of waste generation and transporting it to the disposal site.
CONTRACTOR.	The person or persons, co-partnership or corporation that has entered into an Agreement with County.
COUNTY.	The County of Glenn, organized and existing under and by virtue of the laws of the State of California, acting through its duly authorized agents.
DESIGNATED WASTE.	Waste material defined as "designated" by Title 27, Division 2, Chapter 3 Article 2, Section 20210 of the California Code of Regulations.
DIRECTOR.	Glenn County Director of Public Works.
DISPOSAL SITE.	The Glenn County Landfill or such other site as the Board may designate.
EXTRAORDINARY.	A circumstance giving rise to an expense or savings a reasonable Contractor would not have anticipated and which is significant when compared to the gross revenues Contractor realizes pursuant to this Agreement. The need to repair or replace equipment and increased labor costs are not necessarily extraordinary circumstances.
HEALTH OFFICER.	Glenn County Health Officer or a duly authorized representative.

Collection shall be provided to any customer residing within the boundaries of the "Refuse Hauler Permit" who requests service and is located on a regularly maintained county road, Contractor shall not be required to drive on private driveways or to walk more than twenty feet from roadside. Customers who are on roads impassable to collection vehicle shall be provided service if they leave refuse at the nearest passable road.

Contractor shall comply with all the laws and regulations applicable to Contractor's operations, including, but not limited to the California Vehicle Code and Glenn County Code. Contractor shall obtain and maintain a refuse hauling permit from the Glenn County Health Officer.

ARTICLE 3. TERM

The term of this agreement shall commence on June 5, 2007 and expire on July 1, 2012. The contract may be renewed once for a second five year term with the consent of both parties.

ARTICLE 4. RESIDENTIAL ACCOUNTS.

Each residential account which chooses to engage collection services, shall provide sufficient portable containers for refuse to accommodate the amount of refuse generated by that particular account. All containers must conform to the requirements set forth in the Glenn County Code. At the option of the Contractor, standardized containers may be provided by Contractor to facilitate handling or loading of residential refuse, but such containers must first be approved by County.

ARTICLE 5. REFUSE NOT SUITABLE FOR CONTAINER.

Any residential refuse not suitable for placement in a container as described above may be placed for collection in the same manner and at the same places as designated for containers as long as prior approval from Contractor has been obtained.

ARTICLE 6. COMMERCIAL ACCOUNTS.

Each commercial and industrial account which chooses to engage collection service shall receive the container from the Contractor. All such containers shall be of sturdy construction, be leak proof and have covers and it shall be kept clean and painted.

ARTICLE 7. FREQUENCY OF COLLECTION.

Refuse shall be collected at least once during each calendar week from each property, where services were requested and contracted. The normal schedule of residential collections shall be so arranged that the collection at any premises will be made on the same day of the week in each succeeding week, and shall occur on a weekday. (i.e., Monday to Friday, inclusive)

PRIVATE
DRIVEWAY.

A road or other vehicular passageway not open to the general Public.

REFUSE.

Nonhazardous solid wastes and inert wastes as defined by the State Water Resources Control Board and including wastes such as discarded materials from dwelling places, households, apartment houses, stores, office buildings, restaurants, hotels, institutions, and all commercial establishments, including waste or discarded food, animal and vegetable matter, paper, cardboard, wood, cans, glass, ashes and boxes, cuttings from trees, lawns and gardens. The term "refuse" as used herein does not include hazardous waste or any waste containing contaminants which might be injurious to personnel engaged in solid waste handling, including, but not limited to, medical waste, acids, explosives, radioactive materials, septic tank pumpings and materials that may degrade landfill structures or contaminate ground water; nor shall it include any materials that are prohibited from disposal to land by the regulations of the California Regional Water Quality Control Board, Central Valley Region, or by any other public Agency, or by operation of laws, or by determination of Director.

REFUSE,
COMMERCIAL
REFUSE,
INDUSTRIAL
REFUSE,
RESIDENTIAL

Refuse generated by accounts that are not residential or industrial

Refuse generated by any manufacturing process.

Refuse generated by accounts that are not primarily dwelling units in structures of four units or less.

ARTICLE 2.

SCOPE OF WORK

Except as otherwise provided in the Glenn County Code, Contractor shall have, subject to the terms and conditions set forth in the Agreement, the exclusive duty, right and privilege to contract for the collection and disposal of all industrial, residential and commercial refuse within those portions of the County described in the "Refuse Hauler Permit" issued to Contractor.

In return for the exclusiveness of this Agreement and other considerations provided for herein, Contractor shall provide service in accordance with the terms of this Agreement.

Contractor shall be compensated by rates charged to customers. No compensation shall be provided by County. Contractor shall charge only such rates and fees as are approved by Board. Nothing herein, however, will prevent Contractor from charging less than the charges approved by the Board nor from charging for additional services beyond those required by this Agreement, providing such services are charged on a basis providing equal costs for like service.

ARTICLE 8. HOLIDAY COLLECTIONS.

When a normal collection day falls on an official holiday, one of two things will happen: hauling will commence as normal on that day or hauling will occur the day before or the day after. If the latter occurs a notification will be mailed out prior to the change in hauling so that customers are aware of haul date change.

ARTICLE 9. HOURS

All collections shall be between the hours of 6:00 a.m. and 6:00 p.m. No residential collections shall be made on Saturday or Sunday, except as may be necessary for holiday collection as set forth in Article 8.

ARTICLE 10. CARE OF CONTAINERS.

Contractor shall leave all containers upright and covered and where found. Containers and lids shall not be deposited in the street or on adjoining property.

ARTICLE 11. RESIDENTIAL ROUTES AND NOTICES

Contractor shall prepare and file with the Department of Public Works a map of the collection area and routes showing days of collection of refuse.

ARTICLE 12. COLLECTION SCHEDULE CHANGES

Ten (10) days before any change in the collection schedule is made by Contractor (other than holiday change), Contractor shall inform the Department of Public Works, and, if requested, provide the Department of Public Works a new map embodying such changes. Contractor also shall notify all customers of such new schedule by mail at least seven (7) days before such change becomes effective.

ARTICLE 13. FAILURE TO SERVE NOTICE

When refuse is not collected by Contractor, Contractor shall leave a tag on which Contractor has indicated the reasons for Contractor's refusal to collect the refuse. The tag shall be securely fastened to the container or to the article refused. A record shall be kept of all places where it is necessary to leave such notice.

ARTICLE 14. COLLECTION VEHICLES AND EQUIPMENT

Contractor shall possess or demonstrate that Contractor has at Contractor's disposal adequate vehicles and equipment, including reserve or replacement vehicles and equipment, sufficient in the Director's judgment to perform the services required of Contractor herein. In addition, Contractor shall operate or provide evidence of access to shop facilities required for the cleaning and maintenance of such vehicles and equipment. The Director may inspect Contractor's vehicles and equipment and maintenance records

of such vehicles and equipment. The Director may require the repair or replacement of vehicles and equipment (a) when necessary for Contractor to provide adequate service to customers, (b) when necessary to prevent damage to county roads caused by defective equipment or (c) when the condition of such vehicles or equipment causes the deposit of liquid or the accumulation of litter on county roads. The Director's order to replace or repair will not be unreasonably issued and will be given in writing allowing Contractor sufficient time, considering the need for and the availability of the vehicles or equipment, to acquire the new or replacement vehicles and equipment. Contractor's vehicles shall be of a type manufactured or modified expressly for the purpose to which they are assigned. Vehicles and equipment shall be maintained so that the liquids or refuse will not blow, fall, sift or leak onto the street. Each truck, trailer, or other conveyance or equipment used to collect, haul, or transport refuse in the County shall, at all times, be kept clean and in good repair, in good mechanical condition and uniformly painted. Each piece of equipment shall be washed at intervals not exceeding one week. Each piece of equipment operated by the Contractor shall bear the Contractor's logo and contact information.

ARTICLE 15. INSPECTION.

All equipment used to collect or transport refuse may be inspected for compliance with health provisions at any time, without prior notice, by the Health Officer or Director.

ARTICLE 16. BUSINESS PHONE.

Contractor shall maintain a business phone that can be called by customers. The phone will be either answered by a responsible party employed by the Contractor during the hours between 8:00 a.m. to 5:00 p.m., Saturdays, Sundays and holidays excluded; or an answering machine will be provided on which the customers can leave their information. If the answering machine is used, a response will be generated by the Contractor within one business day. Bills, invoices and other business correspondence shall contain the business phone number and address.

ARTICLE 17. RATE ADJUSTMENTS

Contractor shall provide services as required herein at the rates as approved by the Board. On each July 1st, the rates may, if requested in writing by the Contractor and approved by resolution of the Board of Supervisors of the County, be raised. The Contractor must show adequate need for the price increase. In the event of unforeseen or uncontrollable circumstances (i.e. dumping charges raise considerably or some other operating cost takes a large jump that cannot be absorbed by the Contractor without negative impact on the Contractor's resources) a raise may be asked for by the Contractor. The increase request must be in writing, showing justification for the asked increase, and be submitted to the Director for presentation to the Board. The decision of the Board, after a hearing in which the Contractor is entitled to present evidence, shall be final and binding on Contractor.

ARTICLE 18. RECORDING REQUIREMENTS.

Contractor shall keep such records as required by County. Records shall include, but not be limited to an accounting of profit and loss for that calendar year, a listing of residential accounts, a listing of trucks and equipment, and a listing of all routes and pickup locations. At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to County for examination all of Contractor's data and records with respect to all matters covered by this Agreement and will permit County to audit, examine and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by this Agreement, except as otherwise prohibited by law. Contractor shall maintain such data and records in an accessible location, acceptable to the Director.

ARTICLE 19. DISPOSAL SITE

Excepting refuse recovered by recycling, designated wastes, and such other wastes as the Board may designate, Contractor shall dispose of all refuse collected pursuant to this Agreement at the Glenn County Landfill or such other site as the Board may approve. Contractor will pay a tipping charge, established by the Board of Supervisors, at the landfill site.

Contractor acknowledges it has certain rights that may be waived by entering into this Agreement. During the term of this Agreement, Contractor waives the right, if any exists, to challenge the County's designation of disposal site.

ARTICLE 20. COMPLAINTS.

Dissatisfied customers may complain to the Director. The Director will investigate, and if necessary, refer the matter to the Board of Supervisors. Matters concerning health hazards will be referred directly to the Health Officer. The existence of complaints which are not resolved promptly following notice of same to the Contractor is deemed to be an indication of unsatisfactory service.

ARTICLE 21. HOLD HARMLESS

Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from its activities or operations.

Contractor shall defend and hold County, its officers, employees and agents free and harmless for any and all claims of whatever kind or nature for anyone whomsoever which may arise from activities or operations carried on by Contractor under this Agreement. Contractor shall exonerate, indemnify and hold harmless County and its officers, agents and employees, against and from any and all of the foregoing obligations and liabilities, by which it is intended by both parties that Contractor shall indemnify and hold County harmless from all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees arising by reason of the work done hereunder, from use of improper materials or equipment or by any act or omission of Contractor or any of

Contractor's agents or subcontractors in the performance of the Agreement. Contractor agrees to process expeditiously all claims for liability arising out of its operations, at its expense. County shall defend and hold Contractor, its officers, employees and agents free and harmless for any and all claims, suits, actions, costs, counsel fees, expenses, damages, judgments, or decrees arising by reason of the work done hereunder, from use of improper materials or equipment or by any act or omission of Contractor or any of Contractor's agents or subcontractors in the performance of the Agreement. Contractor agrees to process expeditiously all claims for liability arising out of its operations, at its expense. County shall defend and hold Contractor, its officers, employees and agents free and harmless for any and claims or whatever kind or nature for damage to the property of for personal injury, including death, made by anyone whomsoever which may arise from activities or operations carried on by County under this Agreement. The duty of Contractor to indemnify and save harmless, as set forth herein, shall include the duty to defend, as set forth in Section 2778 of the Civil Code.

ARTICLE 22. INSURANCE

Contractor shall secure and maintain continuously in force for the term hereof, and any extensions hereof, insurance policies which will protect Contractor, County, County's officers and employees, and the authorized agents of any of them, from claims from bodily injury, death or property damage which may arise from Contractor's activities or operations under this Agreement whether such activities or operations be by Contractor or by any agent of Contractor or anyone employed by it directly or indirectly. The cost of providing insurance shall be at Contractor's expense. Said policies shall be for not less than the amounts listed below:

- a. Minimum Insurance Requirements,
Workers' Compensation: Statutory

Public Liability, Bodily Injury and Property Damage Insurance:

Public liability and property damage insurance shall require a minimum of \$500,000/\$1,000,000 public liability and \$100,000 property damage or \$1,000,000 single limit insurance coverage. The Contractor shall provide the County with Certificate of Insurance or, upon written request of the County, a duplicate of the policy as evidence of insurance protection provided.

- b. Public Liability Insurance.

Contractor shall, during the life of this Agreement, obtain and maintain continuously insurance coverage with an insurance carrier authorized to transact business in the State of California as will protect Contractor and any subcontractors and anyone directly or indirectly employed by any of them and by anyone for whose acts any of them may be liable, from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. The liability insurance policies shall name County and its officers and employees, and the authorized agents of any of them, as additional insureds and shall agree to defend and indemnify those persons against loss arising from activities or operations performed under this Agreement. Before permitting subcontractors to perform work under this Agreement, Contractor shall require subcontractors to furnish satisfactory proof to the County that insurance has been taken

out and is maintained similar to that provided by Contractor as it may be applied to the subcontractor's work.

If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this Agreement and continue coverage for a period of three years after the expiration of the Agreement and any extensions thereof. In lieu of maintaining post-Agreement expiration coverage as specified above, Contractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide coverage for claims received and reported three years after the expiration date of this Agreement.

Contractor agrees that the liability insurance provided for shall be in effect at all times during the time of this Agreement. In the event said insurance coverage expires at any time during the term of this Agreement, Contractor shall provide, at least fifteen (15) days prior to said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement for a period of not less than one (1) year. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided and a renewal Certificate is not provided within ten (10) days of the expiration of the Certificate in effect at inception of this Agreement, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

Evidence of liability insurance coverage shall be furnished to County with certificates in duplicate prior to the effective date of this Agreement and said certificates shall contain a provision that the coverage thereunder will not be canceled nor materially changed without thirty (30) days prior written notice given to County.

c. Workers' Compensation Insurance

In all operations connected with the work herein specified Contractor shall observe the provisions of the Worker's Compensation Laws of the State of California and shall use all of the accepted and best safety practices for the public and Contractor's employees. If required, Contractor shall take out and maintain in full force and effect worker's compensation insurance with an insurance carrier authorized to transact business in the State of California covering Contractor's full liability for compensation to any persons employed who may be injured in the carrying out of this Agreement of the dependents thereof. Evidence of such workers' compensation insurance shall be furnished to County with certificates in duplicate prior to the commencement of the work and said certificates shall contain a provision that the coverage thereunder will not be canceled or materially changed without thirty (30) days prior notice given County.

ARTICLE 23. DEFAULT OR TERMINATION DUE TO BREACH.

All terms and conditions of this Agreement are material and the breach of any term or condition by Contractor may, if so determined by the Board of Supervisors, be considered a substantial and material breach rendering Contractor in default. In the event the County becomes aware of a default by Contractor, it shall give written notice of same to the Contractor, stating the nature of the default. In the event the Contractor fails to cure such default within thirty (30) days after receipt of such written notice, the County may

terminate the whole or any part of this Agreement upon giving written notice of termination.

The rights and remedies of County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. County's failure to take action for a breach in one instance will not constitute a waiver of its right to declare a default upon any subsequent breach.

ARTICLE 24. TERMINATION FOR POOR SERVICE.

It is expressly recognized that one of the purposes of this Agreement is to provide the citizens of the County with adequate refuse collection service. It is also recognized that adequate collection service can only be maintained, monitored and appropriately controlled by the County if the Contractor provides full cooperation and assistance to the County. Accordingly, if the County should determine, based on persistent, verified and unremedied complaints of poor service, persistent inability to provide adequate equipment, or consistent refusal to provide cooperation with the County staff, following notice to the Contractor, that the Contractor is no longer providing the service anticipated by this Agreement, the County may terminate this Agreement by providing the Contractor six (6) months written notice which shall provide the factual basis for the termination, except as provided elsewhere in this Agreement.

A conviction of an officer or director of the Contractor, or its parent company, of a felony or crime involving moral turpitude may constitute a breach of the Agreement which allows the County to terminate the Agreement at the County's option.

ARTICLE 25. BANKRUPTCY.

In the event Contractor files a petition in bankruptcy or any other type of insolvency proceeding is initiated, if either has the effect of preventing Contractor from performing services provided under this Agreement, or upon insolvency of Contractor, County may terminate this Agreement, effective on 30 days' notice.

ARTICLE 26. FORCE MAJEURE.

The performance of this Agreement may be discontinued or temporarily suspended and neither party shall be deemed to be in default hereunder if performance under this Agreement is prevented or delayed by acts of God including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, civil disturbances, acts of the public enemy, wars, blockades, public riots, breakage, explosions, governmental restraint or other causes, whether of the kind enumerated or otherwise, which are not within the control of the party affected by such causes or events.

ARTICLE 27. INDEPENDENT CONTRACTOR.

Contractor is, for all purposes arising out of this Agreement, an independent contractor and shall not be deemed an employee of County.

ARTICLE 28. ASSIGNMENT.

Neither this Agreement of any portion thereof may be assigned without written consent of the Board.

ARTICLE 29. TAXES

Contractor shall pay any property taxes and possessory interest taxes as may be applicable.

ARTICLE 30. INTERPRETATION OF AGREEMENT.

Any uncertainty, ambiguity, or discrepancy in the terms or provisions hereof, or any misunderstanding as to the interpretation to be placed upon any portion hereof or of the applicability of the provisions hereof to Contractor or the performance required hereunder shall be referred to the Director. The decision of the Director will be final and binding on the Contractor, unless appealed by the Contractor to the Board. Such appeal shall be filed within twenty days of the Director's decision by submitting a written letter of appeal to the Clerk of the Board of Supervisors.

ARTICLE 31. COMPLETE AGREEMENT.

This writing constitutes the full and complete Agreement between Contractor and County. All prior Agreements are hereby superseded.

ARTICLE 32. AGREEMENT SUBJECT TO LAWS.

This agreement is subject to all present and future laws and lawful orders and rulings of all regulatory bodies and courts. Should either of the parties, by force of such law, ruling or regulation, at any time during the term hereof, be ordered or required to do any act relative to this Agreement which substantially impairs or materially changes the party's ability to perform under this Agreement, then the affected party shall notify the other party of this condition. Unless the parties agree in writing to continue this Agreement within thirty (30) days after the effective date of such law, ruling or regulation, then the Agreement shall terminate on the 31st day after the effective date of such law, ruling or regulation. Nothing in this Agreement shall prohibit either party from obtaining or seeking to obtain modification, reversal or repeal of such law, ruling or regulation or restrict either party's right to legally contest the validity of such law, ruling or regulation. Contractor shall not be considered in breach of this Agreement during such time as Contractor is contesting or appealing any notice of violation, ordinance, rule, regulation, ruling or law.

ARTICLE 33. COMPLIANCE WITH AIR RESOURCE REQUIREMENTS

As regulations are made apparent, contractor shall make any and all efforts to comply with any and all applicable regulations pertaining to air quality and the condition of vehicles to achieve this.

ARTICLE 34. SEVERABILITY.

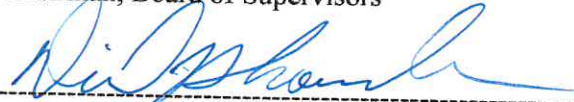
If any provision of this Agreement is declared invalid or unenforceable, then such portion shall be deemed to be severable from this Agreement and shall not affect the remainder thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this
5th Day of June, 2007.

COUNTY OF GLENN



Chairman, Board of Supervisors



Clerk of the Board of Supervisors

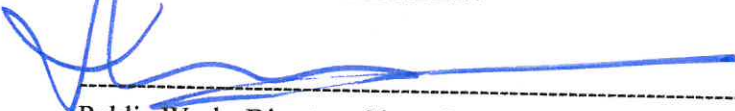
STONYCREEK GARBAGE SERVICE

By:



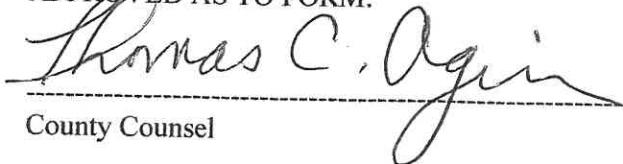
Owner

APPROVAL RECOMMENDED:



Public Works Director, Glenn County

APPROVED AS TO FORM:



County Counsel

June 5, 2007

Proposed 2007 Price Adjustments

Stonycreek GarbageService
P.O. Box95
Stonyford, CA 95979
530-963-5007

Container Size	Current Price/Month	Proposed Price/Month	Amount of Increase
90g. Can	\$19.00	\$21.00	\$2.00
One Yard Bin	\$38.00	\$42.00	\$4.00
Two Yard Bin	\$68.87	\$80.00*	\$11.13

*This increase is larger than that requested for the smaller sized containers because the rate for the Two Yard Bin was not adjusted at the time of the last rate increase.