

Exhibit A

CONTRACT

THIS AGREEMENT made and executed this 9 day of January, 1996, by and between the CITY OF WENATCHEE, a municipal corporation, hereinafter called "CITY", and Washington Waste Hauling and Recycling, Inc., d/b/a WASTE MANAGEMENT OF GREATER WENATCHEE, hereinafter called "CONTRACTOR";

I.

Recitals

1.1 WHEREAS, the City of Wenatchee operates under the authority of chapter 4.36, Wenatchee City Code, its own garbage and sanitation utility; and

1.2 WHEREAS, Waste Management of Greater Wenatchee, Inc. operates a garbage and refuse collection business headquartered at Wenatchee, Washington; and

1.3 WHEREAS, it has been determined by the CITY that it will be in the best interests of the CITY and the residents thereof to negotiate an exclusive contract with CONTRACTOR for a period of 15 years for the collection of garbage for the CITY; and

1.4 WHEREAS, CITY and CONTRACTOR have negotiated mutually agreeable terms for such contract;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, it is agreed as follows:

II.

Agreement

2.1 Term. This Contract shall commence, January 1, 1996 and end on December 31, 2010. During the said term, CONTRACTOR agrees to collect and remove all refuse, garbage, rubbish, and ashes from all buildings, structures, places of business, plants, dwellings, stores, office buildings, fire houses, schools, hotels, municipal buildings, theaters, garages, public markets, restaurants, and other places of accumulation, all in accordance with the Contract as contained herein and CONTRACTOR shall make a complete and thorough collection and disposal thereof.

CITY shall have an option to negotiate the terms of this Contract for an additional five-year period following the expiration of the initial term. The option may be exercised by giving written notice of the exercise of the option to CONTRACTOR at least twelve (12) months, but not more than two (2) years before the expiration of the term. Conditions of the Contract to be negotiated upon exercise of the option.

2.2 Recycling. Contractor will implement for City a residential curbside recycling program on or before May, 1 1996. The implementation of this program will not increase residential collection rates.

The residential recycling program will include three color-coded, stackable bins for designated recyclable materials. The items to be recycled will be limited to those which can be sold locally and collection will occur on the same day as garbage collection. The program will initially include newspaper, mixed paper, cardboard, plastic (HDPE milk bottles and PET soda bottles), tin, aluminum and clear glass.

2.3 Recycling Stations. Contractor will provide to City two community recycling stations. Each station will consist of two (2) 30 cubic yard boxes which are partitioned. Each station will be capable to receive newspaper, mixed paper, cardboard, plastic (HDPE milk bottles and PET soda bottles), tin, aluminum and clear glass. Contractor will provide recycling stations, and labor necessary to transport recycling stations to City at no cost.

2.4 Recycling Revenue. All revenue generated by the sale of recycled materials from the curbside collection program and the community recycling stations shall be the property of City.

2.5 Recycling Education. Contractor agrees to provide recycling education and promotion activities to City through the local elementary schools.

2.6 Consideration to be Paid. For the full and faithful performance of the services required to be performed by the CONTRACTOR pursuant to this Agreement, CONTRACTOR shall be compensated in accordance with the schedule of rates and charges attached hereto as Appendix A or as amended during the term of this Contract as provided for in Paragraph 2.7. Payment shall be made to CONTRACTOR by the CITY monthly for services rendered in the prior month, and all charges assessed for said prior month, pursuant to the provisions of the Contract, shall be deducted from such monthly payment. The customer count shall be based upon the record of active customers maintained by the CITY. The count may be adjusted to reflect changes in active customers every (1) month. CONTRACTOR recognizes that Wenatchee City Code 4.36.200 provides for the discontinuance of garbage collection to any premises for the nonpayment of accounts. That upon written notice from the City Director of Public Works or designee, CONTRACTOR will suspend garbage collection of those premises.

2.7 Modifications in Rates. The rates and charges for commercial solid non-hazardous waste collection, as set forth in Appendix A shall be effective the 1st day of January 1996, and remain the same for calendar years 1996 and 1997. Commencing January 1, 1998 and for each year thereafter rates will be amended according to the change in the Consumer Price Index for the Seattle area published by the Department of Labor Statistics based upon the total Consumer Price Index change for all items as compared from July to July statistics for the preceding twelve months. Residential solid, non-hazardous waste collection rates as set forth in Appendix A, will be effective the 1st day of January 1996 and may be amended each January 1st thereafter, according to the change in the Consumer Price Index for the Seattle area published by the Department of Labor Statistics based upon the total Consumer Price Index change for all items as compared from July to July statistics for the preceding twelve months.

If Federal, State or Local Laws, Rules or Regulations require a change in operation at the disposal facility being used which results in an increase/decrease in the tipping fee being charged by the disposal facility, then in such event, CONTRACTOR, upon agreement by the City, which agreement should not be unreasonably withheld, shall be allowed to pass through the change in tipping fee upon thirty (30) days notice.

CONTRACTOR should use its best efforts to implement any economically and technically feasible volume reduction methods which are generally available to the public. The CONTRACTOR invites the CITY to investigate and recommend any such volume reduction methods.

No periodic increase in rates and charges to be paid the CONTRACTOR under formula therefore, as hereinabove set forth, shall become effective until thirty (30) days following receipt by the CITY of a verified schedule of increases.

2.8 Mandatory Collection. Garbage and refuse collection shall be mandatory in all areas of the City served by CONTRACTOR.

2.9 Collection Schedules. CONTRACTOR shall use its best efforts at all times to keep all persons from whom it is collecting garbage and refuse advised of the schedules for collection both day and time of pickup and shall further exert its best efforts to maintain actual collection in accordance with written schedules.

2.10 Exclusive Area to be Served. The exclusive area to be served shall be the entire area within the city limits of the City of Wenatchee as it now exists or is expanded by annexation or consolidation pursuant to the provisions of RCW 35.13.280 whereby CONTRACTOR shall be entitled to commence service to any annexed area and CONTRACTOR shall serve any area annexed or consolidated into the City of Wenatchee upon the same rates and conditions as all other areas served within the City of Wenatchee, PROVIDED, HOWEVER, that if for any reason this Contract is terminated or if the Washington Utilities and Transportation Commission (WUTC) requires CONTRACTOR to provide service in any annexed area under tariffs filed with the WUTC then CONTRACTOR shall be free to serve such area under the full period allowed in RCW 35.13.280 under its Certificate of Public Convenience and Necessity and its duly filed tariffs.

2.11 City Supervision. The work embraced in accordance with the provisions of this Contract shall be under supervision of the City Director of Public Works or its authorized representative.

2.12 Collection Schedules. No collection shall be made except with the following time schedules:

For commercial and industrial: Between the hours of 3:00 a.m. and 5:00 p.m., Monday through Saturday (where special circumstances or complaints received by the CITY indicates the necessity or desirability of an adjustment in the hours between which pickups may be made, the CITY may require such an adjustment to be made upon written notice to the CONTRACTOR). If the hours of operation create a complaint problem, the CONTRACTOR and the CITY will determine a solution that may result in a revision of the operating schedule.

For residential dwellings: Between the hours of 6:00 a.m. and 5:00 p.m., Monday through Saturday. Any temporary change in the above hours shall be only upon approval by the City.

2.13 Meaning of Terms. The meaning of terms and words as contained herein shall be governed by the common and customary understanding of the industry as contained in Appendix B.

2.14 Requirements Re Employees. The CONTRACTOR shall require all employees to be courteous at all times and not to use loud or profane language and to do their work as quietly as possible. Employees in collecting garbage, refuse and certain other waste, shall follow the regular walks for pedestrians while on private property, returning to the street or alley after replacing the empty cans. Employees shall also replace all garbage cans and covers and close all gates which they have opened. All employees shall wear clean, presentable clothing. Employees shall not trespass or cross property to neighbor's premises nor meddle with property which does not concern them.

2.15 Loading. Extra care shall be taken in the loading and transportation of garbage refuse and other waste so that none of the materials to be collected is left either on private property or on the streets or alleys. Any garbage, refuse or other waste left on the private property or on streets or alleys by the CONTRACTOR shall be cleaned up upon notice from the City Director of Public Works.

The CONTRACTOR shall be responsible for the cleaning of all debris, spilled or tracked on any street, alley, or public place by any of its equipment. If the CONTRACTOR fails to clean the same within two (2) hours after notice is served by the City Director of Public Works, the City Director of Public Works may cause such streets to be cleaned and charge the costs to CONTRACTOR.

2.16 Emergency Collections. Adequate provisions shall be made by the CONTRACTOR to provide special collections when garbage, refuse and other waste has not been collected during a regularly scheduled trip. Special pickups for missed collection shall be made by the CONTRACTOR when ordered by the City Director of Public Works. For the purposes of this paragraph, "missed collection" shall not include collections not made for reasons beyond the control of the CONTRACTOR, such as "acts of God", temporary road surface conditions due to unusual or inclement weather. Normal snow and ice on streets and alleyways is not justification for missed collection. Due to dangerous conditions as agreed to between the Commissioner of Public Works for the City of Wenatchee and the Manager of Waste Management of Greater Wenatchee or their designated representative, collection may be delayed.

2.17 Collection Equipment. In collecting garbage, refuse and other waste under this contract, the CONTRACTOR shall use all metal water-tight, completely enclosed truck and/or container units that are designed and manufactured for the collection of garbage and refuse and are capable of servicing residential, commercial and industrial accounts. The number and type of collection vehicles furnished shall be sufficient for the collection of all garbage, refuse and other waste within the area to be served. If there is any doubt by the CONTRACTOR whether the equipment is satisfactory, it shall secure prior written approval from the City Director of Public Works.

2.18 Method of Disposal. The CONTRACTOR shall deliver at its cost all garbage, refuse and other waste to a disposal site operated by CONTRACTOR or the Wenatchee Transfer Station as CONTRACTOR may determine, or such other site or sites as shall be approved by or meeting the solid waste disposal site requirements of the Department of Ecology; provided that the CONTRACTOR shall not use any dump or solid waste disposal site which the City would be prohibited from using were the City to collect and dispose of garbage and refuse with its own employees. CONTRACTOR shall at all times keep the CITY advised of the disposal site or disposal sites being used by CONTRACTOR.

2.19 Ownership of Equipment. All vehicles, facilities, equipment and property used in the performance of this Contract shall be owned by the CONTRACTOR; provided, however, that leasing or rental agreements may be allowed when approved by the City Director of Public Works prior to their execution. All such leasing or rental agreements shall provide that in the event of default of this Contract or of such leasing or rental agreement, the CITY may at its option have the right to take possession of and operate such vehicles and equipment covered by such leasing and rental agreements for the unexpired term of this Contract. Any conditional sales contract, mortgage and other contractual arrangement for financing the purchase of this equipment to be utilized under the terms of this Contract shall provide that in the event of default of any term or provision of this Contract or conditional sales agreement, mortgage or other contractual arrangement, that the right to possession and use of such vehicle equipment and facilities may be taken by the CITY for the unexpired term of this Contract.

2.20 Painting of Vehicles and Equipment. Collection vehicles shall be painted and numbered and shall have the CONTRACTOR'S name and vehicle number printed in letters of a contrasting color at least three (3) inches high, on each side of each vehicle. No advertising shall be permitted other than the name of the CONTRACTOR. All vehicles shall be kept in a clean and sanitary condition and all collection vehicles shall be steam cleaned or "pressure washed" inside and out, at least once each week. All detachable containers furnished under the Contract shall be either painted or galvanized and shall display the CONTRACTOR's name and number on the container. In addition, all such containers shall be marked with any necessary or appropriate safety warnings as may be required or recommended by an appropriate regulatory agency. All containers shall display the CONTRACTOR'S name and shall be steam cleaned or pressure washed whenever necessary in the judgment of the City Director of Public Works as scheduled in Appendix A if more than once per year, and always before being placed out for a new customer.

2.21 Parking of Vehicles. The CONTRACTOR shall not use property in or adjacent to property that is zoned as residential, nor adjacent to the various disposal sites for the parking, standing, washing, cleaning or storing of its vehicles or equipment without the approval of the City Director of Public Works. Areas used by the CONTRACTOR for the storing, parking or repair of vehicles shall be kept in a clean and orderly condition.

2.22 Report and Maps. The CONTRACTOR shall furnish an annual report at the end of each calendar year to the City Director of Public Works showing the number of loads of garbage, refuse and other waste hauled by him to the disposal site(s) during the year from the Transfer Station.

2.23 Contractor's Office. The CONTRACTOR shall be required to maintain an office within the City of Wenatchee or in Chelan County within one-half (1/2) mile of the city limits thereof, provided with telephones and such attendants as may be necessary to take care of complaints, orders for special service or instructions from the City Director of Public Works. This office shall be in operation between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, with a telephone answering or recording device available 24 hours per day seven days per week to take messages when no one is on duty. The telephones provided in such office shall be on a telephone exchange which can be called from anywhere within the city limits of the City of Wenatchee without a toll or other long distance charge. Two-way communications between said office and the collection vehicle shall be maintained at all times between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday. Such communications may be by two-way radio, paging device, or other arrangements satisfactory to the City Director of Public Works.

2.24 Special Arrangements. The CONTRACTOR agrees to remove and dispose of garbage and refuse from the fire station, City Hall, library, city street cans, City Parks and other city owned and occupied building used only for governmental purposes within the city limits of Wenatchee without charge to the CITY, provided the same is placed in cans conveniently located for collection. Additions, deletions or changes in collection shall be subject to change as directed by the City Director of Public Works.

Contractor will provide City residents with Spring and Fall "Clean-Up" weeks. During said "Clean-Up" weeks, all City residents will be allowed to dispose of residentially generated wastes on a no charge basis at the South Wenatchee Transfer Station. Only appropriate residential wastes will be accepted. Contractor will not accept construction waste, roofing material or commercial waste as free disposal materials.

2.25 Liability Insurance. The CONTRACTOR shall provide and maintain in full force and effect during the entire term of this contract or any renewal thereof, a policy or policies of public liability insurance naming the CITY as an additional insured, providing for limits of not less than \$2,000,000.00 for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than \$5,000,000.00 for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and property damage, liability insurance providing for a limit of not less than \$2,000,000.00 for all damages arising out of or injury or destruction of property during the term of this Contract.

Such policy shall provide for ten (10) days notice to the CITY of any change, cancellation or lapse of such insurance coverage. The CONTRACTOR shall further agree to save harmless and indemnify the City of Wenatchee from any and all loss, damage, claims, suits judgments or recoveries which may be asserted, made or may arise or be had, brought or recovered against the CITY arising and/or alleged to arise out of this Contract including but not limited to, any claims or allegations alleging anti-trust violations and/or any acts or omissions of the CONTRACTOR, its agents and/or employees; and that the CONTRACTOR shall immediately appear and defend the same at its own cost and expense. Provided that nothing in this section shall be construed as indemnification against claims proximately caused by the negligence of the CITY, its agents or employees. The CONTRACTOR shall also pay all costs and expenses and reasonable attorneys' fees that may be incurred or paid by the CITY in enforcing

any and all terms and covenants of this Agreement.

2.26 Indemnification. Contractor agrees to indemnify defend and hold harmless the City from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto, which the City may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries to any person, damage to any property, contamination of or adverse effects on the environment or any violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency arising out of the use of any disposal facility owned and operated by the Contractor.

2.27 Performance Bond. Before the Contract between the CONTRACTOR and the CITY shall be valid or binding against the CITY of Wenatchee, the CONTRACTOR shall furnish to the CITY a performance bond to be approved by the City Attorney conditioned that the CONTRACTOR shall faithfully perform all provisions and terms of this Contract and pay all laborers, mechanics and sub-contractors and materialmen and all persons who shall supply such CONTRACTOR with provisions and supplies for the carrying on of such work which bond shall be signed by the surety company or surety and shall be in an amount of One Million Dollars (\$1,000,000.00) which bond may be for individual twelve (12) month periods but shall at all times be renewed or replaced on or before expiration and kept in full force and effect.

2.28 Fees. The CITY shall not charge to CONTRACTOR any license fee, tax, assessment or other charge in respect to CONTRACTOR'S operations under this Contract, except a City of Wenatchee business license, without authorizing a commensurate increase in the compensation to be paid the CONTRACTOR.

2.29 Contractor Planning Assistance. CONTRACTOR shall, upon request and without cost, make available either to the City Director of Public Works and/or the property owner technical, engineering and planning assistance in respect to all new construction or major remodeling of buildings and structures within the city limits of the City of Wenatchee in respect to design and planning of garbage and/or refuse removal facilities and their location upon the site of the proposed construction or remodeling project.

2.30 Workmen. All workmen employed shall be competent and skilled in the performance of the work to which they may be assigned.

2.31 Company Name. CONTRACTOR shall not use a firm name containing the word "City", or any words implying municipal ownership.

2.32 Special Circumstance. CONTRACTOR hereby agrees to allow the CITY to deduct one percent (1%) of the gross revenue billed by CONTRACTOR on single unit residential accounts to provide for coverage of bad debit incurred by the CITY due to uncollectable accounts. Said 1% shall be the property of the CITY to use for any legal purpose deemed appropriate by the CITY.

2.33 Solid Waste Collection, Disposal and/or Recycling Innovations. CONTRACTOR shall keep abreast of all alternatives regarding the collection, disposal and recycling of solid waste and shall advise the CITY and cooperate with it in respect to any possible innovations, changes or improvements that could be accomplished in respect to performance of this Agreement.

2.34 Affirmative Action Plan. CONTRACTOR shall at all times during the term of this Contract engage in employment practices in a manner whereby equal employment opportunity is observed and practiced without regard to race, color, religion, age, sex or national origin, except to the extent of bona fide occupational qualifications. CONTRACTOR will post its Equal Employment Opportunity Policy and Affirmative Action Plan in conspicuous places throughout its facilities and publicize such policy and plan to all suppliers and to all unions which it has contractual agreements. Such plan will be implemented and followed in all respects during the entire term of this Agreement.

2.35 Liquidated Damages. As a breach of the service provided by this contract would cause serious and substantial damage to the CITY and its occupants, the nature of the Contract would render it impracticable or extremely difficult to fix the actual damage sustained by the CITY by such breach, it is agreed that in case of breach of service the CITY may elect to collect liquidated damages for each such breach and the CONTRACTOR will pay to the CITY as liquidated damages and not as penalty, the amount set forth below, such sums being agreed upon which the CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies the CITY may have as to any subsequent breach of service under this Contract.

A truck beginning residential collection prior to 6:00 a.m. and commercial collection trucks prior to 3:00 a.m. \$10.00 per day. Failure to collect misses within twenty-four (24) hours of notification to the CONTRACTOR - \$10.00 each.

Repetition of verified complaints on a route after notification to replace cans or detachable containers in designated locations, spilling, not closing gate, crossing planted areas, or similar violations - \$5.00 each.

PROVIDED, HOWEVER, that CONTRACTOR shall not be subject to any damages for any failure in service due to circumstances beyond its control including but not limited to acts of God, strikes, riots, insurrection, war or civil disobedience.

Such liquidated damages as the CITY shall elect to collect will be billed to the CONTRACTOR monthly.

2.36 Holidays. CONTRACTOR may observe the following days as holidays: New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas, and shall notify customers in advance the alternative day on which garbage shall be picked up.

2.37 Improvements to City's Alleys, Etc. The CITY reserves the right to construct any improvement or to permit any such construction in any street or alley in such manner as the City commission may direct, which may have the effect for a time of preventing the CONTRACTOR from traveling its accustomed route or routes for collection. The CONTRACTOR shall make every reasonable effort to collect all routes.

2.38 Cans, Containers, Etc. Waste Management of Greater Wenatchee will provide all single unit residential customers with 96 gallon toters which meet the requirements of the Wenatchee Municipal Code. Alternate containers may be approved by the City at the request of the Contractor. Multiple family residential customers or non-residential commercial or industrial customers shall provide at their own expense garbage cans or other suitable containers meeting the requirements of the Wenatchee Municipal Code, either as to garbage cans, ordinance units, or detachable containers, except as provided below. Where detachable containers are used, they shall be of such design as can be served by CONTRACTORS collection equipment. In this regard, the CONTRACTOR may enter into an agreement with the customer to furnish such container or containers as the disposal needs of the customer may require and at the rate set forth herein. Such agreement shall be entirely between the CONTRACTOR and the customer, and any cost or charge therefore by the CONTRACTOR shall be billed and collected by the CONTRACTOR. All garbage cans, detachable containers or ordinance unit bags or wrappers must conform to the requirements in Appendix B attached hereto.

2.39 Assignment. This Contract or any interest in part thereof shall not be assigned, set over or transferred whether by operation of law or otherwise, nor shall any part thereof by subcontracted without the prior consent of the CITY first having been obtained.

2.40 Termination. The CITY reserves the right, after notice and reasonable and appropriate time to cure, to cancel or terminate this Contract at any time in case CONTRACTOR fails or neglects to perform

or adhere to any material provisions, terms or regulations of this Contract or fails to abide by any of the conditions or covenants herein contained. Time is of the essence in the performance of this Contract.

2.41 Default. If CONTRACTOR shall abandon or breach its Solid, Non-Hazardous Waste Hauling Contract or fail to fully and promptly comply with all of its provisions or shall fail to give reason satisfactory to the CITY for noncompliance, the CITY may then declare the CONTRACTOR to be in default of this Contract and notify the CONTRACTOR of such default and shall provide CONTRACTOR with thirty (30) days to cure such default and failing such action by CONTRACTOR, the CITY may after said thirty (30) day period provide notice of termination to the CONTRACTOR and its surety on its performance bond. Upon receipt of any such notice, CONTRACTOR agrees that it will promptly discontinue the work, whereupon the surety may, at its option, to be exercised within ten (10) days from such written notice, assume the work which the CITY has ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of the Contract, and all documents incorporated herein. Pending consideration by the surety of said option to assume the work, the CITY may take possession of all CONTRACTOR's equipment, vehicles and facilities and employ such force as it may deem advisable to continue the work; and the cost of all labor materials necessary for such work shall be paid by the CITY out of the monies due or to become due the CONTRACTOR, if any, or otherwise charge same to the CONTRACTOR in full.

In the event that the surety fails to exercise its option within the ten (10) day period, the CITY may complete the work or any part thereof, either by day labor, or by reletting the same, and the CITY shall have the right to take possession of and use any of the vehicles, equipment, facilities and property of every kind and nature provided by the CONTRACTOR for the work and to procure other vehicles, equipment and facilities necessary for the completion of the same, and to charge same to the CONTRACTOR and/or its surety, together with all reasonable costs incidental thereto. The CITY shall be entitled to recover from the CONTRACTOR and its surety as damages all expenses incurred, including reasonable attorneys' fees, together with such additional sums as may be necessary to complete the work, together with any further damage sustained or to be sustained by the CITY.

2.42 City Ordinances. All work to be performed under this Contract shall be in accordance with the conditions and provisions of Wenatchee City Ordinance 1076 and any amendments thereof, unless the terms of this Contract clearly provide otherwise.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY OF WENATCHEE, a
municipal corporation

By: Earl Tilly
EARL TILLY, Mayor

ATTEST:

By: Dee Ingalls
DEE INGALLS, City Clerk

Washington Waste Hauling and Recycling, Inc.,
d/b/a Waste Management of
Greater Wenatchee, Inc.

By: Jeff Harwood
JEFF HARWOOD, Division President

ATTEST:

By: Scott Carpenter
SCOTT CARPENTER, Division Vice President

CONTRACT
APPENDIX A

Effective January 1, 2000
Rates include 2.2% C.P.I.
City of Wenatchee

RATE SCHEDULES

The following rates constitute the charges required by the CONTRACTOR to perform the job.

RESIDENTIAL RATES (Monthly Rate - pickup once per week)

Total Collection Mandatory Service Polycart***	\$12.55***
Disabled/Low Income Senior Citizen Discount Rate Polycart***	\$ 6.27***

ADDITIONAL SERVICE AVAILABLE

Carry out service	\$10.84 per month
Additional Polycart	\$ 1.89 per month

COMMERCIAL RATES

RATES PER PICKUP

Each can within 10 feet of the curb	\$ 1.61*
Minimum Rate	\$ 8.97 per month
1 cart	\$ 5.78**
2 carts	\$ 10.49**
3 carts	\$ 14.99**
4 carts	\$ 21.00**
1 cubic yard	\$ 11.14**
1 1/3 cubic yards	\$ 13.80**
1 1/2 cubic yards	\$ 15.44**
2 cubic yards	\$ 19.16**
3 cubic yards	\$ 26.12**
4 cubic yards	\$ 32.32**
4 cubic yards (compacted)	\$ 80.37
6 cubic yards	\$ 45.54**
6 cubic yards (compacted)	\$113.21
8 cubic yards	\$ 57.70**
Bulk materials or extra yardage	\$ 16.63 per cubic yard
Distance charge 10-50 feet	\$.57 per can per pickup
Standby time	\$ 86.49 per hour
Overweight cans or units	\$ 1.61 per can per pickup

- * Cans not furnished by contractor
- ** Rates include container rental
- *** Polycart container included

DROP BOXES

<u>SIZE</u>	<u>HAUL</u>	<u>DUMP FEE</u>	<u>TOTAL</u>	<u>RENT/MONTH</u>
20 YD	\$71.87	\$200.86	\$272.73	\$66.35
25 YD	\$71.87	\$251.08	\$322.95	\$77.40
30 YD	\$71.87	\$301.30	\$373.17	\$77.40
40 YD	\$71.87	\$401.72	\$473.59	\$88.47
50 YD	\$71.87	\$502.15	\$574.02	\$99.50

NOTE: All temporary drop boxes - Haul Rate is \$88.76. Placement fee is \$39.83. Mileage rates are applicable after five miles "One Way" from point of pickup to Wenatchee Transfer Station or Regional Landfill. The rate is \$2.28 per mile.

COMPACTED GARBAGE

<u>SIZE</u>	<u>HAUL</u>	<u>DUMP FEE</u>	<u>TOTAL</u>
13 YD	\$59.34	\$153.64	\$212.98
15 YD	\$81.08	\$177.28	\$258.36
20 YD	\$87.63	\$236.37	\$324.00
25 YD	\$100.43	\$295.46	\$395.89
30 YD	\$117.49	\$354.56	\$472.05
40 YD	\$151.73	\$472.74	\$624.47

NOTE: Mileage rates are applicable after five miles "One Way" from point of pickup to South Wenatchee Transfer Station or Regional Landfill, the rate is \$2.28 per mile. Placement fee is \$39.83. For compactors requiring disconnect/reconnect the rate is \$18.28 each connect.

SPECIAL PICKUPS

Special pickup rates herein apply only when trucks and men are ordered by the customer for a single specific job of a special or emergency nature. Time shall be charged for upon leaving CONTRACTOR'S terminal (or any other point if nearer) until return to such terminal (or point at which truck is released, if nearer) excluding interruptions.

Tandem Axle Truck		\$82.46 per hour plus dump fee
Extra Man	\$17.25 per hour

CONTAINER CLEANING

For the service of washing or steam cleaning containers, the following charges will apply:

Cleaning \$4.89 per cubic yard

Pickup and redelivery charge:

0 to 8 yards \$15.36 per container

over 8 yards \$24.73 per container

SENIOR CITIZEN DISCOUNT RATE QUALIFICATIONS***

Rates quoted in this section apply only to senior citizen residential customers. To qualify, the customer must show satisfactory proof under oath and in writing to the CITY that he or she:

- A. Meets the requirements of CITY Resolution or any successor resolutions. The CITY warrants that the income qualification for low income, senior designation shall not be increased beyond the annual CPI percentage allowed within this contract.
- B. Must state under oath that he or she will inform the CITY in writing if there is any change in their or the household's status as it relates to the requirements set forth. The CITY may require an updated application at any time.
- C. Has resided at such residence for a period of not less than ninety (90) consecutive days and has an intention to remain at such place.

Upon approval by the CITY and upon notification to the CONTRACTOR, the rate established shall be for full service with weekly removal.

POLYCART OWNERSHIP

Polycarts are the property of CONTRACTOR. All carts must be returned to CONTRACTOR upon account termination. Any customer failing to return a cart will be billed \$76.65 to replace the cart.

APPENDIX B

Definitions of Terms of WUTC

The following terms when used herein shall have only the meanings designated below:

- (A) The term "Total Collection" shall mean the collection and disposal of all units, and bulky material when placed together and within 10 feet of the street or alley on the regular scheduled pickup day.
- (B) The term "Unit" shall mean one can made of durable, corrosion-resistant, non-absorbent material, water-tight with close fitting cover and two handles, shall not exceed 32 gallons, 4 cubic feet or 70 lbs. (including contents), nor weight more than 12 lbs. when empty.
- (C) The term "Bulky Material" shall mean all material which may be readily loaded without shoveling; boxes, bags, cartons, brush, or material offered for disposal not to exceed 32 gallons, 4 cubic feet or 70 lbs (including contents). Brush must be tied and bundled not to exceed 3 feet long.
- (D) The term "Loose Material" shall mean material requiring shoveling.
- (E) The term "Drum" shall mean a metal container of approximately 50 gallons capacity generally of a type used for oils and solvents.
- (F) The term "Bale" shall mean material compressed by machine and securely strapped or banded.
- (G) The term "Litter Receptacle" shall mean a container not over 60 gallons capacity of a type generally placed in shopping centers and along streets or highways for letter.
- (H) The term "Container" shall mean a detachable container which is left at customer's premises and emptied into the collector's truck and is lifted by mechanical means.
- (I) The term "Drop Box" shall mean a container which is placed on collector's truck by mechanical means, hauled to dump site and returned to customer's premises.
- (J) The term "Stand By" shall mean the time spent by the collector waiting due to the unavailability of material to be collected for reasons not in the control of the collector.
- (K) The term "Compacted Material" shall mean any material which has been compressed by any mechanical device either before or after it is placed in the receptacle handled by the collector.
- (L) "Temporary & Permanent": In connection with containers and drop boxes, the temporary rate will apply only when service is required for a period of three months or less; if "temporary" service is continued for more than three months, the customer, commencing with the fourth month, will be considered a "permanent" customer and will be charged the permanent rates.
- (M) The term "Special Pickup" shall mean a pickup requested by the customer at a time other than the regularly scheduled pickup time.

LIMITATIONS OF SERVICE

Collector will not be required to enter private property to pick up materials while an animal considered or feared to be vicious is loose. The Customer will be required to confine the animal on pickup days.

Collector does not warrant pickups at any particular hour, nor other than to meet reasonable requirements. No credit will be given for a skip in scheduled service due to weather or road conditions if garbage missed is taken on next day.

The collector assumes no responsibility for articles left on or near cans or units other than reasonable care.

Collector will not be required to enter private garages while serving customers.

AMENDMENT TO CONTRACT

THIS AMENDMENT is made and executed this 3 day of January, 2002, by and between the CITY OF WENATCHEE ("CITY"), a municipal corporation, and Waste Management of Washington, Inc. d/b/a Waste Management of Greater Wenatchee ("CONTRACTOR"). Collectively, the CITY and the CONTRACTOR shall be referred to as the "Parties."

Recitals

WHEREAS, the CITY and the CONTRACTOR have entered into a Contract dated January 9, 1996 ("Contract") under which the CONTRACTOR provides solid waste collection services within the CITY; and

WHEREAS, the CITY and the CONTRACTOR desire to enter into this Amendment to amend the Contract for the purpose of extending the term and addressing other issues negotiated by the Parties; and

WHEREAS, the Parties have negotiated mutually agreeable terms for such Amendment; and

WHEREAS, except as specifically provided in the Amendment, each and every provision of the Contract remains, and is, in all respects in full force and effect;

NOW, THEREFOR, in consideration of the mutual promises, covenants and agreements contained herein, it is agreed as follows:

1. Section 2.1 of the Contract is hereby replaced in its entirety by the following:

Term. This Contract shall commence January 1, 1996 and end on December 31, 2020. During the said term, CONTRACTOR agrees to collect and remove all refuse, garbage, rubbish, and ashes from all buildings, structures, places of business, plants, dwellings, stores, office buildings, fire houses, schools, hotels, municipal buildings, theaters, garages, public markets, restaurants, and other places of accumulation, all in accordance with the Contract as contained herein and CONTRACTOR shall make a complete and thorough collection and disposal thereof.

CITY shall have an option to negotiate the terms of this Contract for an additional five-year period following the expiration of the initial term. The option may be exercised by giving written notice of the exercise of the option to CONTRACTOR at least twelve (12) months, but not more than two (2) years before the expiration of the term. Terms and conditions of the Contract will be negotiated upon exercise of the option.

2. Section 2.2 of the Contract is hereby replaced in its entirety by the following:

Recycling. CONTRACTOR will provide residential curbside recycling service to all eligible households within the CITY of Wenatchee. This program will not increase residential collection rates.

Wenatchee Amendment

The residential recycling program will include three color-coded, stackable bins for designated recyclable materials. The items to be recycled will be limited to those for which CONTRACTOR can find reasonable markets for the sale and/or delivery of collected items. Recycling collection will occur weekly on the same day as garbage collection. The program will initially include newspaper, mixed paper, cardboard, plastic (HDPE milk bottles and PET soda bottles), tin, aluminum and clear glass.

3. Section 2.4 of the Contract is hereby replaced in its entirety by the following:

Recycling Revenue. All revenue generated by the sale of recycled materials from the curbside recycling program and the community recycling stations shall be the property of CONTRACTOR. CONTRACTOR will pay CITY a base payment of \$20,000 for the recyclable materials value, in equal monthly payments. Commencing January 1, 2002, the base recyclable materials value payment will be increased by 50% of the annual adjustment calculated using the formula below, and the 2002 adjusted recyclable materials value payment will again be increased in the same manner commencing January 1, 2003. The formula below is based on the Consumer Price Index for the All Urban Consumers Class D Cities published by the Department of Labor Statistics (CPI) based upon the total CPI change for all items as compared from July to July statistics for the preceding twelve months; provided, however, that if the CPI becomes unavailable, the parties shall agree on the most similar and equivalent Consumer Price Index then in effect. Commencing January 1, 2004 and on the anniversary date each year thereafter, the recyclable materials value payment will be increased by 100% of the annual CPI adjustment calculated using the following formula:

- If CPI is 0% - 1% CITY receives 100% CPI increase
- If CPI is >1% - 2% CITY receives 90% CPI increase on the second 1%
- If CPI is >2% - 3% CITY receives 80% CPI increase on the third 1%.
- If CPI is >3% - 4% CITY receives 70% on the fourth 1%
Any increase to the recyclable materials value payment will be capped at 3.0% in any given year.

For example:

Using a 2.5% CPI, the following calculation would apply.

0-1% First 1% x 100% = 1%

1% - 2% Second 1% x 90% = .90%

2% - 3% Third 1% (.50) x 80% = .40%

- The total CPI applied would be 2.3%

4. Section 2.7 of the Contract is hereby replaced in its entirety by the following:

Modifications in Rates. The base rates and charges for solid non-hazardous waste collection are set forth in Appendix A. Commencing January 1, 2002, the base rates will be increased by 50% of the annual adjustment calculated using the formula below, and the 2002 adjusted rates will again be increased in the same manner commencing January 1, 2003. The formula below is based on the Consumer Price Index for the All Urban Consumers Class D Cities published by the Department of Labor Statistics (CPI) based upon the total CPI change for all items as compared

from July to July statistics for the preceding twelve months; provided, however, that if the CPI becomes unavailable, the parties shall agree on the most similar and equivalent Consumer Price Index then in effect. Commencing January 1, 2004 and on the anniversary date each year thereafter, the rates will be increased by 100% of the annual CPI adjustment calculated using the following formula:

- If CPI is 0% - 1% CONTRACTOR receives 100% CPI increase
 - If CPI is >1% - 2% CONTRACTOR receives 90% CPI increase on the second 1%
 - If CPI is >2% - 3% CONTRACTOR receives 80% CPI increase on the third 1%.
 - If CPI is >3% - 4% CONTRACTOR receives 70% on the fourth 1%
- Any rate increase will be capped at 3.0% in any given year.

For example:

Using a 2.5% CPI, the following calculation would apply.

0-1% First 1% x 100% = 1%

1% - 2% Second 1% x 90% = .90%

2% - 3% Third 1% (.50) x 80% = .40%

The total CPI applied would be 2.3%

Disposal fees contained in the collection rates in Appendix A will remain consistent according to this Contract regardless of the disposal site utilized by CONTRACTOR.

If Federal, State or Local Laws, Rules or, Regulations result in an increase/decrease in the tipping fee being charged by the disposal facility, then in such event, CONTRACTOR, upon agreement by the CITY, which agreement should not be unreasonably withheld, shall be allowed to pass through the change in tipping fee upon thirty (30) days notice.

CONTRACTOR should use its best efforts to implement any economically and technically feasible volume reduction methods, which are generally available to the public. The CONTRACTOR invites the CITY to investigate and recommend any such volume reduction methods.

No periodic increase in rates and charges to be paid the CONTRACTOR under formula therefore, as hereinabove set forth, shall become effective until thirty (30) days following receipt by the CITY of a verified schedule of increases.

5. Add new Section 2.7.1 to Contract that reads as follows:

In the event that a State Initiative or other State Legislative act prevents the CITY from raising service rates according to Section 2.7 of Contract, rates would remain at then-current levels until such time the situation preventing the service rate increase is resolved. During this time, CITY and CONTRACTOR will negotiate in good faith to address the situation to Parties' satisfaction.

6. Section 2.24 of the Contract is hereby replaced in its entirety by the following:

Special Arrangements. The CONTRACTOR agrees to remove and dispose of garbage and refuse from the fire station, CITY Hall, library, CITY street cans, CITY Parks and other CITY owned

and occupied buildings used only for governmental purposes within the CITY limits of Wenatchee without charge to the CITY, provided the same is placed in cans conveniently located for collection. Additions, deletions or Changes in collection shall be subject to change as directed by the CITY Director of Public Works.

CONTRACTOR hereby agrees that operating hours at the South Wenatchee Transfer Station owned by CONTRACTOR shall be as follows:

Summer (April 1 through October 31) – Tuesday-Saturday (9-6)

Winter (November 1 through March 31) – Tuesday-Saturday (9-4)

Any changes to such operating hours will be made only by mutual agreement of the CONTRACTOR and the CITY, as represented by the City Director of Public Works or such other CITY designee.

CONTRACTOR will provide single family dwelling residents the opportunity to deliver and dispose of four (4) standard size pick-up loads (legal to transport loads) of garbage at the CONTRACTOR'S Transfer Station each year at no charge.

One week each year (during "white goods week") CONTRACTOR will make available equipment and drivers to haul bulky materials from a targeted neighborhood, not to exceed one (1) square mile in area, at no additional charge to the CITY or residents.

7. Section 2.34 of the Contract is hereby replaced in its entirety by the following:

Equal Employment Opportunity. CONTRACTOR shall at all times during the term of this Contract engage in employment practices in a manner whereby equal employment opportunity is observed and practiced without regard to race, color, religion, age, sex or national origin, except to the extent of bona fide occupational qualifications.

8. Section 2.35 of the Contract is hereby replaced in its entirety by the following:

Liquidated Damages. As a breach of the service provided by this contract would cause serious and substantial damage to the CITY and its occupants, the nature of the Contract would render it Impracticable or extremely difficult to fix the actual damage sustained by the CITY by such breach, it is agreed that in case of breach of service the CITY may elect to collect liquidated damages for each such breach and the CONTRACTOR will pay to the CITY as liquidated damages and not as penalty, the amount set forth below, such sums being agreed upon which the CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies the CITY may have as to any subsequent breach of service under this Contract.

A truck beginning residential collection prior to 6:00 a.m. and commercial collection trucks prior to 3:00 a.m. \$500.00 per day. Failure to collect misses within twenty-four (24) hours of notification by the CITY to the CONTRACTOR - \$100.00 each.

Repetition of verified complaints on a route after notification to replace cans or detachable containers in designated locations, spilling, not closing gate, crossing planted areas, or similar violations -\$50.00 each.

Such liquidated damages as the CITY shall elect to collect will be billed to the CONTRACTOR monthly.

9. Add new Section 2.35.1 to Contract that reads as follows:

Force Majeure. CONTRACTOR shall not be subject to any damages or breach or default for any failure in service due to circumstances beyond its control including but not limited to acts of God, strikes, riots, insurrection, war or civil disobedience.

10. Section 2.39 of the Contract is hereby replaced in its entirety by the following:

Assignment. This Contract or any interest in part thereof shall not be assigned, set over or transferred whether by operation of law or otherwise, nor shall any part thereof be subcontracted without the prior consent of the CITY, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year first above written.

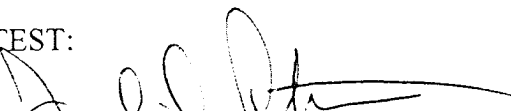
ATTEST:

By: 
VICKI REISTER, CITY Clerk

CITY OF WENATCHEE, a municipal corporation

By: 
DENNIS JOHNSON, Mayor

ATTEST:

By: 
DAVE PATTERSON, Division Manager

WASTE MANAGEMENT OF WASHINGTON, INC., d/b/a Waste Management of Greater Wenatchee

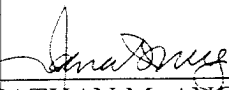
By: 
JONATHAN M. ANGIN, NW Region Vice President

Exhibit B

**Comprehensive Solid Waste and Recycling
Collection and Disposal Agreement
Between
The City of East Wenatchee
And
Waste Management of Washington, Inc.**

Table of Contents

PART ONE: RECITALS 3
PART TWO: TERM..... 3
PART THREE: EXCLUSIVE RIGHT..... 3
PART FOUR: MANDATORY COLLECTION..... 4
PART FIVE: CITY LICENSE AND UTILITY TAX 4
PART SIX: COMPANY SERVICES..... 4
PART SEVEN: CUSTOMER SERVICES..... 5
PART EIGHT: COLLECTION EQUIPMENT 7
PART NINE: COLLECTION ACTIVITIES AND ROUTES 8
PART TEN: COLLECTION SCHEDULES..... 10
PART ELEVEN: WASTE REDUCTION AND RECYCLING..... 11
PART TWELVE: PERFORMANCE BOND AND LIABILITIES 14
PART THIRTEEN: BREACH OR DEFAULT 15
PART FOURTEEN: INSPECTIONS AND REPORTING 17
PART FIFTEEN: CONSIDERATION AND RATES..... 20
PART SIXTEEN: CUSTOMER BILLING 22
PART SEVENTEEN: GENERAL TERMS AND CONDITIONS..... 23
PART EIGHTEEN: SUCCESSIVE CONTRACTOR 24
APPENDIX A: DEFINITIONS 26
APPENDIX B: SCHEDULE OF RATES, FEES AND CHARGES 29
APPENDIX C: SERVICE AREA MAPS 34

The parties to this COMPREHENSIVE SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL AGREEMENT (“Contract”) are the City of East Wenatchee (“City”) and Waste Management of Washington, Inc. (“Contractor”).

PART ONE: RECITALS

- 1.1 The City desires to provide a solid waste and recycling collection and disposal program for its residential and non-residential solid waste generators; and
- 1.2 Contractor operates a solid waste and recycling collection and disposal business headquartered in Wenatchee, Washington; and
- 1.3 The City determined that it is in the best interest of the City’s residential and non-residential solid waste generators to negotiate a Contract with the Contractor for the collection and disposal of municipal solid waste for the City; and
- 1.4 The City and the Contractor have negotiated mutually agreed upon terms and conditions for such a Contract; now

THEREFORE, in consideration of the mutual terms, conditions, covenants and agreements contained herein, the parties agree as follows:

PART TWO: TERM

- 2.1 The initial term of this Contract begins on January 1, 2012 and ends on December 31, 2021.
- 2.2 Unless either party gives written notice of its intention not to renew at least 180 days before the initial term ends, this agreement shall be extended for an additional five years (“Extended Term”).
- 2.3 Unless either party gives written notice of its intention not to renew at least 180 days before the extended term ends, this agreement shall be extended for an additional five years (“Final Term”).
- 2.4 The City has no obligation to extend the length of this Contract beyond the initial term.

PART THREE: EXCLUSIVE RIGHT

- 3.1 Contractor has the exclusive right to collect all municipal solid waste within the City.
- 3.2 The City agrees to comply with RCW 35.13.280 as it relates to annexations and the Contractor agrees to provide collection and disposal of municipal solid waste service into the newly annexed territory should the City exercise its right under RCW 35.13.280. If additional territory is added to the City through annexation or other means, the Contractor shall make collection in such annexed area in accordance with the provisions of this

Contract and at the unit prices set forth in this Contract.

- 3.3 The Contractor expressly waives and releases its right to claim any damages or compensation from the City, its officers, agents, or assigns arising out of the cancellation of any pre-existing permit or franchise held by the Contractor prior to annexation, and further specifically waives the right to receive any additional compensation or any rights of collection in the newly annexed territory beyond what is provided herein.

PART FOUR: MANDATORY COLLECTION

- 4.1 All residential households within the City must subscribe to residential municipal solid waste collection services provided by the Contractor.
- 4.2 All non-residential businesses within the City must subscribe to non-residential municipal solid waste collection services provided by the Contractor.
- 4.3 Contractor agrees to provide all residential and non-residential solid waste generators within the City with municipal solid waste collection and disposal services as specified within the Contract.

PART FIVE: CITY LICENSE AND UTILITY TAX

- 5.1 The City agrees not to charge to the Contractor any license fee, tax, assessment or other charge in respect to the provision of service to the City, including the fee(s) set forth below, except a business license, without authorizing a commensurate increase in the compensation to be paid to the Contractor.
- 5.2 Contractor shall pay to the City a utility tax in accordance with the City's Municipal Code, as it now exists or as hereafter enacted or amended. The Contractor shall pay this utility tax to the City each calendar quarter. Each payment shall be made no later than 30 calendar days after the preceding calendar quarter. Any quarterly utility tax not paid by the Contractor within the 30 calendar days at the end of the calendar quarter shall bear interest at the annual rate of twelve percent from the date due until paid. The City reserves the right to adjust the utility tax authorization at any time.

PART SIX: COMPANY SERVICES

- 6.1 Contractor will direct all written and verbal communication concerning the provision of service to the City to the Mayor or his/her authorized representative.
- 6.2 The relationship between the Contractor and the City is that of an independent contractor. No employee, agent or subcontractor of the Contractor shall be deemed to be an employee, agent or subcontractor of the City. None of the benefits provided by the City to its employees are available to the employees, agents or subcontractors of the Contractor. It is understood by the Contractor that it is an independent contractor in the performance of the Contract. Contractor is solely and personally liable for all labor and

expenses in connection therewith, including any employee benefits or employee taxes.

- 6.3 Contractor shall maintain Worker's Compensation Insurance for all company employees who will be performing services for Contractor. If any of the services to be performed by the Contractor are performed by subcontractors of the Contractor, the Contractor shall require the subcontractors similarly to provide Worker's Compensation Insurance unless the subcontractor's employees are covered by the Contractor's policy.
- 6.4 Contractor shall indemnify, defend and hold harmless the City from and against any and all liabilities, penalties, fines, forfeitures, demands, causes of action, suits, and cost and expenses incidental thereto, which the City may hereafter suffer, incur, be responsible for or pay out as a result of violation or alleged violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency arising out of the use of any solid waste handling facility, transfer station, material recovery facility or equipment owned and operated by the Contractor.
- 6.5 Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification.

The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to employment, upgrading, promotion, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training.

- 6.6 The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities, to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

PART SEVEN: CUSTOMER SERVICES

- 7.1 Contractor shall not use a company name containing the words "East Wenatchee" or "City" or any other words or phrases implying ownership by or affiliation with the City.
- 7.2 Contractor shall maintain a local office within five miles of City Hall, preferably within the city limits of the City of East Wenatchee. The local office must employ sufficient employees to provide customer service, receive complaints, receive orders for service,

and receive instructions from customers. Contractor's office shall be open a minimum of eight hours per day, Monday through Friday, except legal holidays. Contractor will maintain a telephone answering service or message recording system 24 hours per day, seven days per week. The office shall maintain sufficient telephone numbers having a telephone number exchange which may be called from any location within the City without a toll or other long distance charges. Two-way communications between the office and all collection vehicles shall be maintained at all times collection activities are conducted.

- 7.3 The Contractor will provide a customer-friendly Internet website accessible 24 hours a day, seven days a week, containing information specific to the City's collection programs, including at a minimum, contact information, collection schedules, material preparation requirements, available services and options, rates, inclement weather service changes and other relevant service information for its customers. The website shall include an e-mail function for customer communication with the Contractor, and the ability for customers to submit service requests online. E-mailed customer service request shall be answered within 24 hours of receipt. Website shall offer customers the option to pay their service bills online through a secured bill payment system. Website design shall be submitted for City approval a minimum of one month prior to the commencement of services as outlined within this Contract, and continue to be subject to the City's approval throughout the term of this contract. The Contractor shall review the website monthly and update as necessary, and provide links to the City's website. At the City's request, the website shall include information translated into a minimum of two languages other than English.
- 7.4 Officers, employees, agents and subcontractors of the Contractor shall perform all work and services in a skillful and competent manner in accordance with solid waste handling and disposal performance standards in the State of Washington.
- 7.5 All residential waste shall be collected by the Contractor in reusable or detachable containers only. All reusable containers originating from single family residences and duplexes shall be picked up at the curb or alley property lines. All reusable or detachable containers originating from apartments, townhouses or condominiums are to be picked up at on-site collection facilities and locations approved by the City.
- 7.6 Only residential organic waste, wood waste or yard debris may be collected in disposable containers by the Contractor. All disposable containers will be provided by the customer at the customer's sole expense.
- 7.7 Contractor shall offer on-call bulky waste collection for residential customers and shall be provided at the rates listed on Appendix B. Collected oversize items shall be recycled by the Contractor to the extent possible. Contractor shall maintain a record listing service date, materials collected, customer charges, weights, and whether the item was recycled or disposed. This record shall be provided to the City upon request. The Contractor's crews shall make collections in an orderly and quiet manner.

- 7.8 All non-residential waste including, but not limited to, commercial waste, industrial waste and institutional wastes shall be collected by the Contractor in detachable containers at on-site collection facilities and locations approved by the City.
- 7.9 All municipal solid waste collected by the Contractor shall be delivered to the Greater Wenatchee Regional Landfill and Recycling Facility. Contractor may not change the designated disposal site without the City's approval.
- 7.10 Contractor shall not use property in or adjacent to property that is zoned by the City code as residential for the parking, standing, washing, cleaning or storing of collection vehicles or equipment without the prior written approval of the City. Areas used by the Contractor for the storing, parking or repair of collection vehicles or equipment shall be kept in a clean and orderly condition.

PART EIGHT: COLLECTION EQUIPMENT

- 8.1 Contractor will use collection equipment that is designed and manufactured for the collection of municipal solid waste and that is capable of servicing both residential and non-residential customers. Contractor shall provide a sufficient number and type of collection equipment to provide the services specified within the Contract.
- 8.2 Contractor shall only use collection vehicles that are designated and manufactured for the collection of municipal solid waste and that are capable of servicing both residential and non-residential customers. Contractor shall provide a sufficient number and type of collection vehicles to provide the services specified within the Contract.
- 8.3 All collection vehicles provided by the Contractor shall be painted and numbered. Each collection vehicle shall display the Contractor's name and vehicle number in letters of a contrasting color at least three inches high, on each side of the vehicle. No third party advertising on collection vehicles shall be permitted, other than the name of the Contractor, unless approved by the City. Contractor will keep all collection vehicles in a clean and sanitary condition. Contractor will steam-clean or pressure-wash all collection vehicles, inside and outside, as needed.
- 8.4 Contractor shall provide each residential and non-residential customer with an appropriate sized collection container. All collection containers shall be of such design as can be served by the Contractor's collection equipment. All collection containers shall display the Contractor's name and shall be marked with any necessary or appropriate safety warning as may be required or recommended by an appropriate regulatory agency. Contractor shall retain ownership of all Contractor provided collection containers under this Contract. Contractor shall steam clean or pressure-wash each collection container prior to placing it into service. The City retains the right to buy the collection containers, at a price mutually agreed to by Contractor and City, at the end of the contract period.
- 8.5 All residential and non-residential municipal solid waste collected must be contained in a Contractor provided collection container. If a customer requests additional collection

containers, the Contractor shall provide the collection containers at the rates identified in Appendix B.

- 8.6 All vehicles used in the performance of this Contract shall be required to carry regularly-maintained and fully-functional spill kits. At a minimum, spill kits shall include absorbent pads or granules, containment booms, storm drain covers, sweepers and other similar materials sufficient to contain, control and, for minor events, appropriately clean-up any spillage or release of wind-blown materials, litter, or leaks of Contractor vehicle fluids or leachate. The Contractor shall notify the City via e-mail within two hours of its knowledge of any major spill or any spill that leaves a noticeable stain on city streets or private property. Spill kits shall also include employee spill containment instructions and procedures as well as a regularly updated list of emergency contacts. The Contractor shall develop spill response procedures for review and approval by the City before initiating any work under this Contract.

PART NINE: COLLECTION ACTIVITIES AND ROUTES

- 9.1 Contractor shall indicate, on a detailed map acceptable to the City, the day of the week Garbage, Recyclables and Yard Debris shall be collected from each residential municipal solid waste generator. This map is attached as Appendix C. After obtaining advance written approval from the City, Contractor may change the day of collection by giving affected customers notice at least 14 days prior to the effective date of the pending changes of collection day.
- 9.2 Contractor employees collecting residential and non-residential municipal solid waste shall use public rights-of-way whenever possible. While on private property, Contractor employees shall use driveways and walkways, shall close all gates opened to access collection containers, replace all collection containers and covers and shall return to the public right-of-way to avoid crossing private property to service adjoining customers. Contractor employees shall wear clean, presentable clothing. Contractor employees shall respect the private property rights and privacy rights of all customers. Contractor employees shall conduct collection activities courteously and as quietly as reasonably possible, avoiding loud conversation or profane language.
- 9.3 Contractor employees shall take care when collecting, loading and transporting residential and non-residential municipal solid waste. Residential and non-residential municipal solid waste shall not be allowed to escape or spill during collection or from the Contractor's collection vehicles or equipment during transport.
- 9.4 Contractor shall retrieve all escaped or spilled residential and non-residential municipal solid waste from private and public property, including roads, streets and alleys, and clean the affected area within eight hours after receiving notice of escaped or spilled residential and non-residential municipal solid waste. If Contractor receives notice of escaped or spilled residential or non-residential municipal solid waste outside of normal business hours, Contractor shall clean the affected area within eight hours after the start of next normal business day. Failure of the Contractor to retrieve and clean within eight

hours after notice by the City, the City may proceed with retrieval and clean-up and charge all incurred costs to the Contractor.

- 9.5 All residential and non-residential municipal solid waste collected by the Contractor shall be completely contained in collection vehicles at all times, except when the municipal solid waste is actually being loaded. Hoppers and tippers on all collection vehicles shall be operated so as to prevent any blowing or spillage of collected municipal solid waste. Any blowing or spillage of residential or non-residential municipal solid waste either caused by Contractor or that occurs during collection shall be immediately cleaned up by the Contractor at Contractor's expense.

Prior to any collection vehicle leaving a collection route and/or operating on any roads with a speed limit higher than 25 miles per hour, Contractor shall completely close any collection vehicle openings where materials may blow out, and thoroughly inspect for and contain any collected materials inadvertently spilled on top of the collection vehicle to prevent release or littering this material. Spillage not immediately cleaned up shall be cause for performance fees, as described in Part 13.

- 9.6 Contractor shall not be required to enter private property to pick up municipal solid waste while an animal considered or feared to be vicious is loose. It is the responsibility of the customer to confine or physically restrain such animal on scheduled collection days.
- 9.7 Contractor shall not be required to enter private garages, sheds or buildings to provide collection services.
- 9.8 Contractor assumes no responsibility for articles left on or near collection containers, other than the duty of reasonable care.
- 9.9 Contractor is not required hereunder to collect and transport hazardous waste or other solid waste that is not acceptable or permitted for disposal at the Greater Wenatchee Regional Landfill and Recycling Facility. In addition, Contractor shall not be required to collect collection containers that are not set out or not filled in accordance with, or do not meet the Contractor's collection requirements. Regardless of the reason, when any municipal solid waste is not collected by the Contractor, Contractor shall leave a tag on the collection container (unless the collection container has not been set out) stating the reasons for Contractor's refusal to collect the same. Adequate records of the tags shall be maintained by the Contractor and shall be available to the City for inspection upon reasonable notice during established business hours. If the Contractor observes any substance which it or its employees reasonably believe or suspect to contain hazardous waste unlawfully disposed or released in reportable quantities in the City, Contractor shall immediately notify the City of the same.
- 9.10 The City reserves the right to direct the Contractor to alter an accustomed route or collection time due to weather and road conditions. The City shall advise the Contractor of these weather and road conditions as soon as reasonably possible. Contractor will make all reasonable efforts to perform regular solid waste and recycling collection in any

affected route.

- 9.11 The City shall have the right to construct, improve and maintain all roads, streets, alleys and rights-of-way, which may require the Contractor to adjust its accustomed route or routes for collection. Contractor shall make every reasonable effort to collect all routes.

PART TEN: COLLECTION SCHEDULES

- 10.1 Contractor shall use reasonable efforts at all times to keep all persons from whom it is collecting municipal solid waste advised of the schedules for collection, both day and time of collection, and shall further use reasonable efforts to maintain actual collection in accordance with written schedules.
- 10.2 All municipal solid waste collections shall be made during the following days and times:
- A. Residential Waste Customers. Between the hours of 6:00 a.m. and 5:00 p.m., Monday through Saturday.
 - B. Commercial Waste Customers. Between the hours of 3:00 a.m. and 5:00 p.m., Monday through Saturday.
 - C. Industrial Waste Customers. Between the hours of 3:00 a.m. and 5:00 p.m., Monday through Saturday.
 - D. Institutional Waste Customers. Between the hours of 3:00 a.m. and 5:00 p.m., Monday through Saturday.
- 10.3 Contractor shall be able to make changes to the collection schedules when required due to imposition of weight restrictions or other limiting factors by the City.
- 10.4 Where special circumstances or customer complaints received by the City indicate the necessity or desirability of an adjustment in the days and hours between which collections may be made, the City may instruct the Contractor to make adjustments to the collection schedule.
- 10.5 Adequate provision shall be made by the Contractor to provide special collection when residential and non-residential municipal solid waste has not been collected during a regularly scheduled trip. For the purpose of this paragraph, special collection shall not be required if missed collection is caused by circumstances beyond the control of the Contractor, such as Acts of God, floods, temporary road surface conditions due to unusual inclement weather, or where materials have not been properly or timely set out for collection and such circumstances as the City and the Contractor may agree upon. Inclement weather, such as rain, sleet, snow and ice is not justification for missed collection, unless Contractor reasonably believes that conditions are unsafe. Under such circumstances, Contractor will contact the City's Operations and Maintenance Supervisor as soon as practicable.

- 10.6 Special collection for missed collection shall be made by the Contractor when municipal solid waste has not been collected as regularly scheduled or when ordered by the City. Contractor shall provide a service credit for missed collection if the Contractor fails to provide special collection the next business day. The service credit for a residential customer shall be one week of free service, prorated, on the customer's next regular bill at his/her subscribed service level. The service credit for a non-residential customer shall be one collection occurrence of free service on the customer's next regular bill at his/her subscribed service level. A service credit is not required for missed collection due to Acts of God, floods, temporary road surface conditions due to unusual inclement weather, or where materials have not been properly or timely set out for collection.
- 10.7 Contractor shall not be required to provide a service credit for missed collection due to limitations on service as provided in paragraph 9.6.
- 10.8 Residential service customers may suspend service and collection charges during vacations, not to exceed 60 days, by providing notice to the Contractor at least 24 hours prior to the next scheduled collection.
- 10.9 Contractor may observe the following legal holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day. Affected customers shall be notified in advance of the alternative day on which municipal solid waste shall be collected.

PART ELEVEN: WASTE REDUCTION AND RECYCLING

- 11.1 Contractor shall keep abreast of all alternatives and innovations regarding the collection, disposal and recycling of municipal solid waste. Contractor shall advise and cooperate with the City in respect to any possible alternative and innovation, changes or improvement that could be accomplished in respect to the performance of this Contract.
- 11.2 Contractor shall, upon request and without cost, make available to the City technical, engineering and planning assistance in respect to all new construction or major remodeling of buildings and structures within the city limits of the City in respect to design and planning of on-site collection facilities and locations at the site proposed construction or remodeling project.
- 11.3 Contractor shall provide to each new applicant for service, and at least once a year to all current customers, a list, brochure, newsletter or similar document that describes:
 - A. All service levels and service options (add-ons) available to the customer;
 - B. All service levels and service options (add-ons) rates;
 - C. Methods and programs available to recycle residential municipal solid waste;

D. Available local commercial recycling programs; and

E. All information shall be preapproved by City.

- 11.4 Contractor shall, with the assistance of the City, develop and implement an annual waste reduction and recycling education and promotion program for the citizens of the City.
- 11.5 Contractor shall collect all municipal solid waste from all the City's municipal buildings, facilities, street cans, and other City facilities used exclusively for governmental purposes, from all City waste receptacles located on public streets, and from all city parks without charge to the City.
- 11.6 Contractor shall collect all municipal solid waste from all agreed upon City festivals or special events, without charge to the City. The Contractor shall collect all municipal solid waste and recyclables at City-sponsored special events at no charge to the City or users. Container capacity shall be coordinated with and staff to ensure that sufficient container capacity and collection frequency is provided by the Contractor. These events shall include, but are not limited to: Fred Meyer Easter Egg Hunt (once a year); Les Schwab Classy Chassis Parade & Car Show (once a year); Wings & Wheels Festival (once a year); Make A Difference Day (once a year); and Wings and Wishes (once a year).

At any time during the term of this Contract, the City and Contractor may mutually agree to add or remove City-sponsored special events to those listed above.

The City will provide the Contractor with a specific break down of the number, type and size of collection containers requested, collection container drop-off location(s), drop-off dates and times, frequency of collection service, pick-up date and time and any additional information that the Contractor will need to provide the requested service.

- 11.7 Contractor will provide to City residents four, free disposal visits, not to exceed ten cubic yards, to the South Wenatchee Transfer Station annually. With proof of current collection service, and matching identification, all City residents will be allowed to dispose of residentially generated yard debris on a no charge basis at the South Wenatchee Transfer Station.
- 11.8 Contractor shall provide the City with a secure and lockable residential sharps container. The residential sharps container shall be all metal, painted red and properly labeled. All residential sharps collected by the City under its residential sharps collection program shall be disposed of into the Contractor provided residential sharps container. The residential sharps container shall be adequately maintained and emptied regularly by the Contractor. All collected residential sharps are to be properly disposed of at the Greater Wenatchee Regional Landfill and Recycling Facility.
- 11.9 Contractor shall implement in cooperation with the City a community recycling program. The community recycling program shall consist of a minimum of four community

recycling stations. Each community recycling station shall consist of one 30 cubic yard recycling container. Each community recycling station shall be clearly marked and each designated recyclable to be collected clearly indicated. Each community recycling station shall be adequately maintained and emptied regularly by the Contractor.

- 11.10 Contractor shall implement a mandatory residential single-stream recycling curbside program. The mandatory residential single-stream recycling curbside program shall include, at a minimum, weekly collection of designated recyclables, in Contractor provided recycling collection containers, unless a less frequent (e.g., bi-weekly) collection schedule is approved by the City. Contractor will provide, at a minimum, a 64-gallon recycling collection container. The City retains the right to buy, at a price mutually agreed to by Contractor and City, the recycling collection containers at the end of the contract period. Curbside collection shall occur on the same day as regular solid waste collection to all eligible households. Provision of this service by the Contractor shall be at no additional cost to the residential customer.
- 11.11 Contractor shall implement an expanded commercial single-stream recycling program for all apartments, townhouses, duplexes, and condominiums receiving a consolidated garbage bill. All consolidated billed apartments, townhouses, duplexes, or condominiums shall receive on 64-gallon single-stream recycling container for each municipal solid waste collection container subscribed to.
- 11.12 Contractor shall implement a voluntary residential yard debris curbside collection program. Contractor assumes all risk for disposal and yard debris rates and services. The voluntary residential yard debris curbside collection program shall include, at a minimum, bi-weekly collection of yard debris, in Contractor provided yard debris collection containers. Curbside collection shall coincide with the collection of regular solid waste. Provision of this service by the Contractor shall be as an add-on service option requiring an additional service charge to the residential customer.
- 11.13 The Contractor shall provide procurement and distribution services for all yard debris collection carts to all subscribing households in the service area. The carts initially shall be provided to all subscribing households, and throughout the term of the contract to all new subscribing households, and within seven days on a replacement basis to existing, participating households. The City retains the right to buy, at a price mutually agreed to by Contractor and City, the carts at the end of the contract period. Carts initially must be distributed Monday between the hours of 6:00 a.m. and 5:00 p.m. and delivered to the household's front door, or as nearby as reasonable. As part of the Contractor's distribution services, the Contractor shall use all reasonable efforts to minimize cart loss.
Replacement of carts shall be made on the following basis:
 - A. Replacement necessitated by cart damage due to Contractor negligence, theft or normal wear and tear shall be made at the Contractor's expense.
 - B. Replacement necessitated by cart damage due to customer negligence shall be at the customer's expense.
- 11.14 Contractor shall implement a voluntary commercial recycling program. The voluntary

commercial recycling program shall include, at a minimum, weekly collection of corrugated cardboard, in Contractor-provided detachable containers. Provision of this service by the Contractor shall be as an add-on service option requiring an additional service charge to the non-residential customer.

- 11.15 The implementation of the waste reduction and recycling program set forth in Part Eleven shall be at no cost to the City. All costs associated with the implementation, maintenance and servicing of the waste reduction and recycling programs shall be the responsibility of the Contractor and shall be included in the Contractor's rate structure.
- 11.16 Contractor shall, where at all possible, develop agreements to sell the designated recyclables collected pursuant to the waste reduction and recycling programs at a fair and market-driven price. Contractor is discouraged from entering into long-term supply contracts for designated recyclables with out-of-area purchasers, if local purchasers are available and local prices are fair and market-driven.
- 11.17 All net revenues generated by the sale of designated residential recyclables pursuant to Sections 11.6, 11.9, 11.10, and 11.11 shall be paid by the Contractor to the City. "Net revenues" is defined as the Contractor's actual net value from the sale of the designated recyclables collected, minus processing and transportation costs documented by the Contractor. Payment to the City shall be on a quarterly basis with all net revenues support information attached. Contractor shall make payment to the City according to the following schedule each year: 1st quarter by April 30, 2nd quarter by July 30, 3rd quarter by November 30, and 4th quarter by January 30.

PART TWELVE: PERFORMANCE BOND AND LIABILITIES

- 12.1 Contractor shall comply with all applicable Federal, State, Local laws, regulations and ordinances pertaining to the collection, handling, transporting, disposing and monitoring of all municipal solid waste. Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended, and the Washington Industrial Safety and Health Act of 1973 (WISHA), as may be amended, and the standards and regulations issued thereunder. Contractor shall maintain continuously a *Certificate of Public Convenience and Necessity* issued by the Washington Utilities and Transportation Commission (WUTC).
- 12.2 Contractor shall furnish to the City a performance bond, approved by the City's legal counsel within ten business days upon awarding of the Contract. This performance bond shall be signed by a surety company or surety and shall be in a minimum amount of \$500,000.00. Such performance bond shall be for individual, 12 month periods, but shall at all times be renewed or replaced on or before expiration and kept in full force and effect. Failure of the Contractor to furnish and maintain the performance bond shall be considered a material default of this Contract and grounds of its termination at the option of the City, subject to Contractor's right to cure under Section 13.2.
- 12.3 Contractor shall provide and maintain in full force and effect a policy of public liability

insurance and vehicle coverage, providing for limits of not less than \$2 Million for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total of not less than \$5 Million for all damages arising out of bodily injuries to or death of two or more persons in any one accident; property damage, liability insurance providing for a limit of not less than \$2 Million for all damages arising out of injury or destruction of property.

The following statements shall be included in all insurance policies: “*the City of East Wenatchee is named as an additional insured*”; and “*this insurance is primary over any insurance or self-insurance the City of East Wenatchee may have*”. All insurance policies shall provide for 30 calendar days written notice to the City of any change, cancellation or lapse of such insurance coverage.

Failure of the Contractor to furnish and maintain the public liability insurance and vehicle coverage shall be considered a material default of this Contract and grounds of its immediate termination at the option of the City.

- 12.4 Contractor shall hold harmless and indemnify the City from any and all loss, damage, claims, suits, judgments or recoveries which may be asserted, made or may arise or be had, brought or recovered against the City arising or alleged to arise out of any claim or allegations alleging anti-trust violations or any negligent acts or negligent omissions of the Contractor, its employee, agents or subcontractors; and that the Contractor shall immediately appear and defend the same at its own cost and expense, provided that nothing shall be construed as indemnification for the negligence of the City, its employees or agents.

PART THIRTEEN: BREACH OR DEFAULT

- 13.1 A breach of the services provided by this Contract would cause serious and substantial damage to the City and its residential and non-residential solid waste generators and the nature of the breach could render it impracticable or extremely difficult to fix the actual damage sustained by the City by such breach. If a breach of this Contract occurs, the Contractor recognizes that the City may, in addition to any other remedy the City may pursue, elect to collect liquidated damages for each breach of the Contract and the Contractor shall pay the City as liquidated damages and not as penalty, the amount set forth below, such sums being agreed upon by the City and the Contractor for each breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies available to the City for present or future breaches in service.
- A. A collection vehicle beginning residential collection prior to 6:00 A.M. – \$50.00 per occurrence.
 - B. A collection vehicle beginning commercial collection, industrial collection and institutional collection prior to 3:00 A.M. – \$50.00 per occurrence.
 - C. Failure to collect missed services within twenty four hours of notification to the

Contractor – \$50.00 per occurrence.

- D. Repetition of verified complaints on a route after notification to the Contractor to replace collection containers in designated locations, crossing private property, not closing gates, note replacing collection containers and covers, conducting collection activities in a loud and unreasonable manner and using loud or profane language – \$25.00 per occurrence.
- E. Failure to collect spilled materials within twenty four hours of notification to the Contractor- \$500 per occurrence.
- F. Disposal of municipal solid waste generated by the customers serviced by this Contract at a non-designated disposal site- \$500 per occurrence.

Provided, however, that Contractor shall not be subject to any liquidated damages for any failure to service due to circumstances beyond its control, including but not limited to Acts of God, floods, temporary road surface conditions due to unusual inclement weather, or where materials have not been properly or timely set out for collection. In addition, Contractor shall be given a reasonable opportunity to explain to the City why it believes liquidated damages are not appropriate or justified in a particular instance.

- 13.2 If the Contractor is in material breach of this Contract or shall fail to give reason satisfactory to the City for noncompliance, the City may then declare the Contractor to be in default and notify the Contractor of such default and shall provide the Contractor with thirty days to cure such default. If Contractor fails to timely cure such default, the City may after said thirty days provide written notice of termination of the Contract and its surety on its performance bond. Upon receipt of any such written notice, the Contractor agrees that it will promptly discontinue the work, whereupon the surety may, at its option, to be exercised within ten days from such written notice, assume the work which the City has ordered discontinued and proceed to perform the same, at its sole cost and expense, in compliance with the terms and conditions of the Contract, and all documents incorporated within. If the surety fails to exercise its option within the ten day period, the City may complete the work or any part thereof, either by day labor, or by reletting the same, and the City shall have the right to take possession of and use any of the collection Vehicles, containers, equipment and facilities necessary for the completion of the same, and to charge such costs to the Contractor and its surety, together with all reasonable costs incidental thereto. The City shall be entitled to recover from the Contractor and its surety as damages all expenses incurred, including reasonable attorney and legal fees, together with such additional sums as may be necessary to complete the work, together with any further damages sustained or to be sustained by the City.
- 13.3 In addition to its other rights and remedies hereunder and if the Contractor has discontinued service in material breach of this Contract, the City may take possession of all the Contractor's collection vehicles, containers, equipment and employ such force as it may deem advisable to continue the work; and the cost of all labor and materials necessary for such work shall be paid by the City out of the moneys due or to become due

the Contractor, if any, or otherwise charge same to the Contractor in full.

- 13.4 All collection vehicles, containers and equipment shall be owned by the Contractor; provided, however that leasing or rental agreements may be allowed, when approved by the City prior to their execution. All such leasing or rental agreements shall provide that in the event of default by the Contractor of such lease or rental agreement, the City may at its option have the right to take possession of such collection vehicles, containers and equipment covered by such leasing and rental agreements. Any conditional sales contract or other contractual arrangement for financing the purchase of such collection vehicles, containers or equipment shall provide that, in the event of default by the Contractor, the City may at its option have the right to take possession of such collection vehicles, containers and equipment covered by such agreements.
- 13.5 No assent, expressed or implied, by the City to any breach of Contractor's covenants or agreements set forth herein shall be deemed to be a waiver of any future breach of the same or other covenant or agreement contained within.

PART FOURTEEN: INSPECTIONS AND REPORTING

- 14.1 The City shall have the right to conduct periodic, random inspections of Contractor's collection vehicles and contents to verify and identify the residential and non-residential municipal solid waste being collected, transported and disposed of by its residential, commercial, industrial and institutional customers.
- 14.2 The City shall implement a data collection and evaluation program to track, monitor and report on the effectiveness of the waste reduction and recycling program as required within the adopted *Douglas County Comprehensive Solid Waste Management Plan*. The Contractor shall furnish such information as may be requested by the City annually.
- 14.3 The Contractor shall maintain in its local office full and complete operations, Customer, financial and service records that at any reasonable time during normal business hours shall be open for inspection and copying for any reasonable purpose by the City. In addition, the Contractor shall, during the Contract term, and at least five years thereafter, maintain in an office in Washington State reporting records and billing records pertaining to the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting the Contractor's services provided under this Contract. Those Contractor's accounts shall include but shall not be limited to all records, invoices and payments under the Contract, as adjusted for additional and deleted services provided under this Contract. The City shall be allowed access to these records for audit and review purposes. Contractor may keep any of the records identified in this section in electronic format.

The Contractor shall make available copies of certified weight slips for garbage, recyclables and compostables on request within two business days of the request. The weight slips may be requested for any period during the term of this Contract. The Contractor shall allow the City to interview any person and to review any evidence in the

Contractor's possession or control that may assist the City in determining whether and by what amount: (1) the Contractor is entitled to reimbursement or increased rates under the Contract; (2) the City is entitled to a reduction in rates under the contract; or (3) the Contractor is in compliance with the Contract. False or altered weight slips shall be cause for Contract termination.

- 14.4 To the extent legally possible, for all vehicles that the Contractor buys to service this contract, Contractor shall receive or take possession of said vehicles at 271 9th St. NE, East Wenatchee, WA 98802. For all goods, products, and equipment that Contractor buys to service this contract, Contractor shall receive or take possession of said goods, products, and equipment at its local office.
- 14.5 Contractor shall provide to the City designated recyclable quarterly reports, due to the City's Finance Department to the following reporting schedule: 1st quarter by April 30th, 2nd quarter by July 30th, 3rd quarter by November 30th; and 4th quarter by January 30th and subsequent following years. Each quarterly report shall include the following information:
- A. Designated residential recyclable collected by commodity in pounds;
 - B. Designated commercial recyclables collected by commodity in pounds;
 - C. Net value of the designated residential recyclables sold; and
 - D. Itemized breakdown of all processing and transportation costs incurred with the delivery of the residential recyclables to their delivery point.

Additionally, each quarterly report shall include the following information:

- A. Name of the Contracted Collection Company;
 - B. Address of the Contracted Collection Company;
 - C. Name and Title of the Contracted Collection Company Contact Person;
 - D. Business phone number of the Contracted Collection Company Contact Person;
 - E. Name and location of where designated recyclables were shipped to; and
 - F. Name and location of where designated recyclables were processed and marketed.
- 14.6 Contractor shall provide to the City by April 1st of each year, reporting totals, in pounds, for the following residential and non-residential municipal solid waste collected during the preceding calendar year:
- A. Residential Waste collected in pounds;

- B. Commercial Waste collected in pounds (by material type);
- C. Industrial Waste collected in pounds (by material type);
- D. Institutional Waste collected in pounds (by material type);
- E. Construction and demolition waste collected in pounds;
- F. Organic waste and yard debris collected in pounds;
- G. Sewage sludge collected in pounds;
- H. Asbestos waste collected in pounds;
- I. Petroleum contaminated soils collected in pounds;
- J. Other contaminated soils collected in pounds;
- K. Treated medical waste collected in pounds;
- L. Special wastes collected in pounds; and
- M. Designated recyclables collected in pounds (by commodity).

Additionally, each annual report shall include the following information:

- A. Name of the Contracted Collection Company;
- B. Address of the Contracted Collection Company;
- C. Business phone number of the Contracted Collection Company;
- D. WUTC certificate of public convenience and necessity number;
- E. Current Route Sheet;
- F. Maps precisely defining collection routes and the times at which collection occurs.
- G. Number of residential customers served;
- H. Number of commercial customers served;
- I. Number of industrial customers served;
- J. Number of institutional customers served;

- K. Number of accounts past due by over 90 days;
 - L. A log of complaints and resolutions for all collection services and sectors. At a minimum, the complaint log shall include customer's name and/or business name, customer's service address, contact telephone number, date of complaint, a description of the complaint, a description of how the complaint was resolved, the date of recovery/resolution and any additional driver's note or comments.
 - M. A compilation of program participation statistics including: a summary of multi-family and commercial participation in recycling programs, set-out statistics for residential garbage, compostables and recyclables collection services, and log of bulky items.
 - N. A description of any vehicle accidents infractions, or insurance claims against Contractor.
 - O. An inventory of current collection, delivery, spare and other major equipment, including make, model, year, and accumulated miles.
 - P. A discussion of all contract, collection and disposal changes, highlights, problems and measures taken to resolve them and increase efficiency and household participation.
 - Q. Recommendations for program improvements.
- 14.7 Under Washington State law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) prepared in performance of this Contract (the "documents") are public record subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the City receives a request for inspection or copying of any such documents, it shall promptly notify the Contractor and upon the written request of the Contractor, received by the City within five days of the mailing of such notice, shall postpone disclosure of the documents for a reasonable period of time as permitted by law to enable the Contractor to seek a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

PART FIFTEEN: CONSIDERATION AND RATES

- 15.1 Contractor shall provide a variable rate to all residential service customers within the City.
- 15.2 Contractor shall provide residential waste collection service to qualified disabled residents, to qualified elderly residents, and to qualified low income residents at a reduced rate. This reduced rate is only available to residential customers who show satisfactory proof under oath and in writing to the City that he or she meets the following requirements:

- A. Meet the requirements of City of East Wenatchee Municipal Code Section 4.34.020 or any successor codes, ordinances or resolutions as it pertains to qualified disabled residents, to qualified elderly residents and to qualified low income residents;
- B. Must state under oath that he or she will inform the City in writing if there is any change in his/her household status as it relates to the requirements set forth by City resolution. The City may require an updated application at any time; and
- C. He or she must reside at stated residence for a period of not less 90 days and has an intention to remain at such residence for a minimum of one year from the date of application.

Upon approval by the City and upon written notification to the Contractor all qualified disabled residents, qualified elderly residents and qualified low income residents shall receive the percentage discount rate as specified within Appendix B.

- 15.3 For the full and faithful performance of the collection, transportation and disposal services required to be performed by the Contractor pursuant to this Contract, Contractor shall be compensated in accordance with the *Schedule of Rates, Fees and Charges* attached hereto as Appendix B or as amended during the term of this Contract as provide for within 15.4, 15.5, 15.6, 15.7 and 15.8. Payment shall be made to the Contractor by each customer according to the Contractor's billing procedures.
- 15.4 The rates and charges for residential municipal solid waste collection, set forth in Appendix B shall be effective January 1, 2012, and shall be adjusted each January 1st thereafter. The rates and charges shall increase or decrease by 100 percent of the change in the Consumer Price Index CWURA423SAO for the Seattle-Tacoma-Bremerton Metropolitan Area for Urban Wage Earners and Clerical Workers, all items (Revised Series) (CPI-W 1982-1984) prepared by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index (the "CPI Index"). Calculation of the annual adjustment will be from June to June of the preceding twelve months. Adjustments to the Contractor's collection service charge shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.
- 15.5 The rates and charges for non- residential municipal solid waste collection, set forth in Appendix B shall be effective January 1, 2012, and shall be adjusted each January 1st thereafter. The rates and charges shall increase or decrease by 100 percent of the change in the Consumer Price Index CWURA423SAO for the Seattle-Tacoma-Bremerton Metropolitan Area for Urban Wage Earners and Clerical Workers, all items (Revised Series) (CPI-W 1982-1984) prepared by the United States Department of Labor, Bureau of Labor Statistics, or a replacement index (the "CPI Index"). Calculation of the annual adjustment will be from June to June of the preceding twelve months. Adjustments to the Contractor's collection service charge shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

- 15.6 Any residential and non-residential rate, fee and charge increase request by the Contractor shall be made in writing to the City no later than September 1st of each year that a modification is requested. No periodic increase in rates, fees and charges to be paid the Contractor shall be effective until reviewed and approved by the City Council. All periodic increases in rates, fees and charges shall become effective January 1st of each year following receipt by the City of a verified City Council approved rate, fee and charge increase.
- 15.7 If Federal, State or Local laws or regulations require a change in operation at the Greater Wenatchee Regional Landfill and Recycling Facility which results in an increase in the tipping fee charged to the Contractor, the Contractor, with the approval of the City, which may not be unreasonably withheld, shall be allowed to pass through the increase in tipping fees.
- 15.8 If the Contractor receives a reduction in the tipping fee being charged at the Greater Wenatchee Regional Landfill and Recycling Facility, then the Contractor agrees to decrease the then existing rates, fees and charges to reflect such reduction, net of any additional costs incurred as a result of the reduction.
- 15.9 Contractor shall not adjust or modify rates due to employee wage increases, changes in Yard Debris processing fees, the value of recyclables, garbage collection service level shifts, fuel costs, or other changes affecting the collection system. At the time of the City's decision to extend this Contract through invoking Contract extension options, the Contractor can present a request for relief for any adverse market changes that have occurred during the previous period of the Contract. The City is under no obligation to give consideration for those adverse changes as a condition for invoking the Contract extension option.

PART SIXTEEN: CUSTOMER BILLING

- 16.1 Contractor shall perform all billing and collection activities under this Contract with no recourse against the City.
- 16.2 Contractor shall charge each residential and non-residential customer according to the established rates, fees and charges as specified within Appendix B and as periodically increased as allowed under 15.6.
- 16.3 Payment shall be made to the Contractor by each residential and non-residential customer according to Contractor's established billing procedures.
- 16.4 Contractor shall maintain full and complete records and accounts of all the customers and charges. The City shall have access to all records and accounts applicable to the provision of service to its citizens and businesses and may examine and copy all such records and accounts at a reasonable time and place. Contractor agrees to furnish to the City, upon request, copies of all reports made to the Washington State Department of Revenue.

PART SEVENTEEN: GENERAL TERMS AND CONDITIONS

- 17.1 This Contract constitutes the entire agreement between the City and the Contractor with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties with respect thereto. Except as expressly provided in the Contract, no modification to the Contract shall be effective unless such modification shall be in writing and signed by both parties.
- 17.2 Any provision of the Contract that is determined to be illegal, invalid or unenforceable for any reason shall be ineffective to the extent of such prohibition without invalidating the remainder of the Contract.
- 17.3 This Contract or any interest in part thereof shall not be assigned, set over or transferred whether by operation of law or otherwise, nor shall any part thereof be subcontracted without prior written consent of the City first having been obtained.
- 17.4 All work to be performed under the Contract shall be in accordance with the conditions and provisions of East Wenatchee Municipal Code and any amendments thereof, unless the terms and conditions of the Contract clearly provide otherwise.
- 17.5 The meaning of terms and word contained herein shall be governed by the common and customary understanding of the industry as contained within Appendix A.
- 17.6 The City reserves the right, after notice and reasonable and appropriate time to cure, to cancel or terminate the Contract at any time in case Contractor fails or neglects to perform or adhere to any material provisions, terms or regulations of the Contract or fails to abide by any of the conditions or covenants herein contained. Time is of the essence in the performance of this Contract.
- 17.7 If any legal action or other proceeding is brought for enforcement of the Contract, or because of any alleged dispute, breach, default, or misrepresentation in connection with any of the conditions or covenants herein contained, each party shall pay its own attorney's fees and other costs incurred in that action, arbitration or proceeding, except as this paragraph is superseded by the Contractor's obligation to pay attorney's fees pursuant to indemnity obligations.
- 17.8 The venue for any action of law, suit in equity or judicial proceeding for the enforcement of this Contract shall be instituted and maintained only in the courts of competent jurisdictions in Douglas County, Washington.
- 17.9 The Contractor understands that any records (including but not limited to proposal submittals, the Contract, and any other contract materials) it submits to the City, or that are used by the City even if the Contractor possesses the records, are public records under Washington State law, RCW Chapter 42.56. Public records must be promptly disclosed upon request unless a statute exempts them from disclosure. The Contractor also

understands that even if part of a record is exempt from disclosure, the rest of that record generally must be disclosed.

The Contractor must separate and clearly mark as “proprietary” information all records related to this Contract or the performance of this Contract that the Contractor believes are exempt from disclosure. The Contractor is to be familiar with potentially-applicable public disclosure exemptions and the limits of those exemptions, and will mark as “proprietary” only information that the Contractor believes legitimately fits within an exemption and will state the statutory exception upon which it is relying.

If the City notifies the Contractor of a public records request, and the Contractor believes records are exempt from disclosure, it is the Contractor’s responsibility to make its own determination and pursue a lawsuit under RCW 42.17.330 to enjoin disclosure. The Contractor must obtain the injunction and serve it on the City before the close of business on the tenth business day after the City sent notification to the Contractor. It is the Contractor’s discretionary decision whether to file the lawsuit. If the Contractor does not timely obtain and serve an injunction, the Contractor is deemed to have authorized releasing the record.

Notwithstanding the above, the Contractor must not take any action that would affect (a) the City’s ability to use goods and services provided under this Contract or (b) the Contractor’s obligations under this Contract. The Contractor will fully cooperate with the City in identifying and assembling records in case of any public disclosure request.

PART EIGHTEEN: SUCCESSIVE CONTRACTOR

- 18.1 The City expects Contractor to work with the City and any successive contractor(s) in good faith to ensure a minimum of Customer disruption during the transition period. Container removal and replacement shall be coordinated between the Contractor and a successive contractor to occur simultaneously in order to minimize Customer inconvenience.

The Contractor must provide a detailed customer list, including customer name, service address, mailing address, and collection and container rental service levels to the successive contractor within seven days request of the City.

Failure to comply with the Contract provision shall result in the forfeiture of the Contractor’s performance bond, at the City’s discretion.

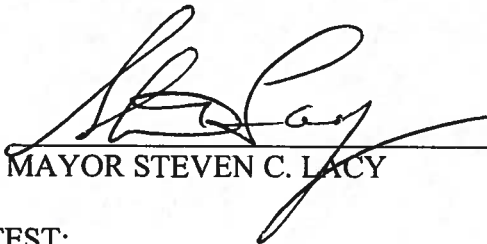
IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first above written.

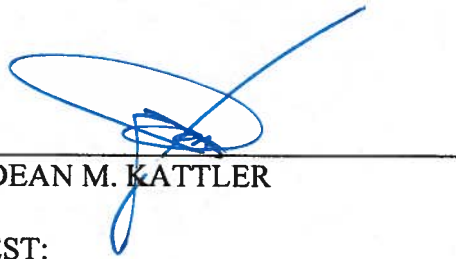
DATE: November 22, 2011

DATE: NOV 10/11

CITY OF EAST WENATCHEE

WASTE MANAGEMENT OF
WASHINGTON, INC.

BY: 
MAYOR STEVEN C. LACY

BY: 
DEAN M. KATTLER

ATTEST:

ATTEST:

BY: Dana Barnard
CITY CLERK DANA BARNARD

BY: Andrew M. Kenefick
ANDREW M. KENEFICK

APPENDIX A: DEFINITIONS

Unless the context clearly requires otherwise, the following definitions shall apply throughout the *City of East Wenatchee Comprehensive Solid Waste and Recycling Collection and Disposal Agreement*:

“Bulky Waste” means all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers, trash compactors, chairs, tables, console television sets, couches, mattresses, cabinets and dressers, and other items as agreed by the parties.

“City” means the incorporated areas of the City of East Wenatchee, Washington, a political subdivision of the State of Washington.

“Collection Containers” means any appropriate sized portable device used for the collection, storage, or transport of municipal solid waste including, but not limited to, reusable containers and detachable containers.

“Collection Equipment” means an all metal, sealed, completely enclosed packer or container unit that is designed and manufactured for the purpose of providing residential and commercial service.

“Collection Vehicle” means any Washington Utilities and Transportation Commission approved solid waste collection vehicle utilized by the Contractor to collect, transport and dispose of municipal solid waste within the City of East Wenatchee.

“Commercial Waste” means any municipal solid waste originating in wholesale, retail or service establishments including, but not limited to, office buildings, stores, markets, theaters, hotel and warehouses.

“Community Recycling Program” means a community based recycling program utilizing community recycling stations and curbside recycling to collect designated recyclables for the convenience of the City of East Wenatchee.

“Community Recycling Stations” means the portable metal recycling containers provided by the Contractor to facilitate the City of East Wenatchee’s community recycling program.

“Contract” means the *City of East Wenatchee Comprehensive Solid Waste and Recycling Collection and Disposal Agreement*.

“Contractor” means Waste Management of Washington, Inc., a solid waste and recycling collection and disposal company providing municipal solid waste collection and disposal service under contract to the City of East Wenatchee.

“Curbside Recycling” means a recycling program offered to residential waste customers which includes, at a minimum, bi-weekly collection of co-mingled designated recyclables into recycling collection containers.

"Designated Recyclables" means those municipal solid wastes that are separated for recycling or reuse and that has been identified as having a market value that makes its collection economically viable.

"Detachable Containers" means reusable containers that are mechanically loaded or handled, such as a dumpster or drop box.

"Douglas County Comprehensive Solid Waste Management Plan" means the adopted countywide solid waste management plan required by RCW Chapter 70.95.

"Hazardous Waste" means the same as defined under RCW 70.105.010, as it now exists or as hereafter amended.

"Industrial Waste" means any municipal solid waste generated from manufacturing operations, food processing, or other industrial processes.

"Institutional Waste" means any municipal solid waste originating in schools, hospitals, prisons, research institutions and other public buildings.

"Intermediate Solid Waste Handling Facility" means any intermediate use or processing site engaged in solid waste handling which is not the final site of disposal. This includes material recovery facilities, transfer stations, drop boxes, baling and compaction sites.

"Municipal Solid Waste (MSW)" means a subset of solid waste which includes unsegregated garbage, refuse and similar solid waste material discarded from residential, commercial, institutional and industrial sources and community activities, including residue after recyclables have been separated. Solid waste that has been segregated by source and characteristic may qualify for management as a non-municipal solid waste at a facility designed and operated to address the waste's characteristics and potential environmental impacts. The term municipal solid waste does not include:

- Dangerous Wastes, other than wastes excluded from the requirements of WAC Chapter 173.303, Dangerous Waste regulations, in WAC 173.303.071, such as household hazardous wastes;
- Any solid waste, including contaminated soil and debris, resulting from response action taken under Section 104 or 106 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601), RCW Chapter 70.105D, Hazardous Waste Cleanup – Model Toxic Control Act, WAC Chapter 173.340, the Model Toxic Control Act, and cleanup, regulation or a remedial action taken under those rules; nor
- Mixed or segregated recyclable material that has been source-separated from garbage, refuse and similar solid waste. The residual from source-separated recyclables is municipal solid waste.

"Non-Residential Waste" means any municipal solid waste originating from commercial,

industrial or institutional generators including, but not limited to, wholesale, retail, service establishments, warehousing, manufacturing, food processing establishments, hospitals, schools, or other public buildings.

"Recycling Collection Containers" means a collection container provided by the Contractor to its residential waste customers to facilitate the collection of the designated recyclables. At a minimum, the container must hold 64 gallons of designated recyclables.

"Reduced Rate" means a residential municipal solid waste collection rate incorporating a rebate, refund or discount.

"Residential Waste" means any municipal solid waste originating from residential households including, but not limited to, single family residences, apartments, townhouses, duplexes and condominiums.

"Reusable Containers" means containers that are used more than once to handle municipal solid waste, such as garbage cans.

"Single-Stream Recycling" means a method of collecting co-mingled designated recyclables within a recycling collection container.

"Solid Waste" means the same as defined under RCW 70.95.030., as it now exists or as hereafter amended, except for the purpose of this contract solid waste does not include designated recyclables.

"Variable Rate" means a rate system under which residential municipal solid waste customers pay for collection and disposal service per unit of waste collected rather than through a fixed volume fee.

"Yard Debris" means leaves, grass, brush, clippings, plants, shrubs, tree trimmings, and branches less than 4 inches in diameter and less than 8 feet in length. Yard debris does not include stumps, dimensional lumber, rocks, dirt or sod, manure, demolition debris, food waste or plastic.

"Yard Debris Collection Container" means a collection container provided by the Contractor to its residential waste customers to facilitate the collection of yard debris. At a minimum, the container must hold 96 gallons of yard debris.

"WUTC" means the Washington Utilities and Transportation Commission.

APPENDIX B: SCHEDULE OF RATES, FEES AND CHARGES

RESIDENTIAL COLLECTION RATES:

Residential Municipal Solid Waste Collection Rates: (weekly service)

Single Family Residential Rate

35 Gallon Garbage Container	\$ 12.19/month
64 Gallon Garbage Container	\$ 16.19/month
96 Gallon Garbage Container	\$ 22.19/month
1 Cubic Yard Garbage Container	\$ 61.36/month
2 Cubic Yard Garbage Container	\$105.47/month

Apartment/Townhouse/Duplex/Condominium Residential Rate

35 Gallon Garbage Container	\$ 12.19/month
64 Gallon Garbage Container	\$ 16.19/month
96 Gallon Garbage Container	\$ 22.19/month
1 Cubic Yard Garbage Container	\$ 61.36/month
2 Cubic Yard Garbage Container	\$105.47/month
3 Cubic Yard Garbage Container	\$143.91/month
4 Cubic Yard Garbage Container	\$178.10/month

Residential Single-Stream Recycling Rates: (weekly service)

Single Family Residential Rate

64 Gallon Recycling Container	No Costs
-------------------------------	----------

Apartment/Townhouse/Duplex/Condominium Residential Rate*

64 Gallon Recycling Container	see note below
-------------------------------	----------------

***Individually billed** Apartments/Townhouses/Duplexes/Condominiums at no costs, **consolidated billed** Apartments/Townhouses/Duplexes/Condominiums shall receive one 64 gallon recycling container for each garbage container subscribed too.

Residential Yard Debris Subscription Collection Rates: (bi-weekly service)*

*Voluntary Service by Subscription Only

Single Family Residential Rate

One 96 Gallon Yard Debris Container	\$ 8.85/month
Two 96 Gallon Yard Debris Container	\$ 14.40/month
Three 96 Gallon Yard Debris Container	\$ 21.60/month
Four 96 Gallon Yard Debris Container	\$ 28.80/month
Extra Yard Debris Charge (per 32-gallon equivalent)	\$ 2.40/pick-up

Apartment/Townhouse/Duplex/Condominium Residential Rate*

One 96 Gallon Yard Debris Container	\$ 8.85/month
Two 96 Gallon Yard Debris Container	\$ 14.40/month
Three 96 Gallon Yard Debris Container	\$ 21.60/month
Four 96 Gallon Yard Debris Container	\$ 28.80/month
Extra Yard Debris Charge (per 32-gallon equivalent)	\$ 2.40/pick-up

***Individually billed** Apartments/Townhouses/Duplexes/Condominiums shall pay the established Apartment/Townhouse/Duplex/Condominium Residential Rate, while **consolidated billed** Apartments/Townhouses/Duplexes/Condominiums shall be charged the Commercial Yard Debris Subscription Rates.

Disabled/Low Income/Senior Citizen Discount: 20%*

*Applies **only** to Residential Individually Billed Collection Rates

Additional Residential Add-On Services Available:

Carry Out Service per Container	\$ 14.08/month
Additional 96 Gallon Container	\$ 11.00/month
Bulky Waste Pick Up	\$25.00 + purging fee

Additional Residential Charges:

Distance Charge (over 10 feet distance)	\$3.16/container/month
Overweight Container	\$8.88/pickup
Bulk/Loose Material Pickup	\$21.11/cubic yard
Container Cleaning	\$ 6.25/container
Restock Charge	\$14.80/restock
Extra Garbage Collection Charge (per 32-gallon equivalent)	\$ 2.85/equivalent

NON-RESIDENTIAL COLLECTION RATES:

Commercial Municipal Solid Waste Collection Rates: (weekly service)*

*Includes **consolidated billed** Apartments/Townhouses/Duplexes/Condominiums, Commercial, Industrial, and Institutional Municipal Solid Waste Collection Rates

96 Gallon Container:

1 Garbage Container	\$ 31.85/month
2 Garbage Containers	\$ 57.76/month
3 Garbage Containers	\$ 80.85/month
4 Garbage Containers	\$115.53/month

Cubic Yard Container: (loose)

1 Cubic Yard Container	\$ 61.36/month
2 Cubic Yard Container	\$105.47/month
4 Cubic Yard Container	\$178.10/month
6 Cubic Yard Container	\$250.81/month
8 Cubic Yard Container	\$317.94/month

Cubic Yard Container: (compacted)

4 Cubic Yard Container	\$439.66/month
6 Cubic Yard Container	\$623.61/month

Drop Box Container: (loose)

<u>Size of Container</u>	<u>Haul</u>	<u>Dump Fee</u>	<u>Rent/Month</u>
20 Cubic Yard	\$106.90	see tip fee	\$ 84.03
25 Cubic Yard	\$106.90	see tip fee	\$ 98.03
30 Cubic Yard	\$106.90	see tip fee	\$ 98.03
40 Cubic Yard	\$106.90	see tip fee	\$112.03
50 Cubic Yard	\$106.90	see tip fee	\$126.00*

*not available to Commercial or Institutional customers

Additional Charges on Temporary Drop Boxes:

Haul Rate	\$117.40/haul
Placement Rate	\$ 50.58/placement
Mileage Rate	\$ 2.89/mile
Drop Box Rental Rate	\$ 3.92/day

Compactor Container:

<u>Size of Container</u>	<u>Haul</u>	<u>Dump Fee</u>	<u>Rent/Month</u>
15 Cubic Yards	\$106.90	see tip fee	\$ 84.03
20 Cubic Yards	\$106.90	see tip fee	\$ 98.03
25 Cubic Yards	\$106.90	see tip fee	\$ 98.03
30 Cubic Yards	\$106.90	see tip fee	\$ 98.03
40 Cubic Yards	\$106.90	see tip fee	\$112.03

Additional Charges on Temporary Compactor Container:

Connection/Disconnection Rate	\$ 25.60/pick-up
Placement Rate	\$ 50.58/placement
Mileage Rate	\$ 2.89/mile
Gate or Obstruction Rate	\$ 11.85/pick-up

Commercial Single-Stream Recycling Rates:*

*Includes Commercial, Industrial, and Institutional Municipal Solid Waste Collection Rates

Rates to be established by the Commercial Customer and the Contractor. Service levels, frequency of service and costs to be individually negotiated between the Commercial Customer and the Contractor,

Commercial Yard Debris Subscription Collection Rates:*

*Includes **consolidated billed** Apartments/Townhouses/Duplexes/Condominiums, Commercial, Industrial, and Institutional Municipal Solid Waste Collection Rates

Rates to be established by the Commercial Customer and the Contractor. Service levels, frequency of service and costs to be individually negotiated between the Commercial Customer and the Contractor,

Disabled/Low Income/Senior Citizen Discount:

Does not apply

Additional Commercial Charges:

Special Pickups	
Collection Vehicle	\$110.48/hour
Extra Personnel	\$ 22.04/hour
Disposal Fee (loose)	see tip fee
Disposal Fee (compacted)	see tip fee
Container Cleaning Charges	
Steam Cleaning	\$ 6.25/cleaning
Pickup/Redelivery Charge (0-8cy)	\$ 19.63/pick-up
Pickup/Redelivery Charge (greater than 8cy)	\$ 31.60/pick-up

Extra Garbage Collection Charge (per 32-gallon equivalent)	\$ 2.85/equivalent
Extra Garbage Charge (per loose yard)	\$ 21.11/yard

DISPOSAL FACILITY TIP FEE:

Residential Municipal Solid Waste	\$ 51.00/ton
Non-Residential Municipal Solid Waste	\$ 51.00/ton
Organic/Yard Debris	\$ 25.00/ton
Construction & Demolition Waste	\$ 51.00/ton
Concrete Waste	\$ 6.00/ton
Asbestos Waste	\$101.12/ton
Special Waste	\$101.12/ton
Permitted Waste	varies per ton

APPENDIX C: SERVICE AREA MAPS

RESIDENTIAL SERVICE DAY MAP

