

**Exhibit No. \_\_\_ (MC-9)**  
**Docket TG-140560**  
**Witness: Melissa Cheesman**

**BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

**WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION,**

**Complainant,**

**v.**

**WASTE CONTROL, INC.,**

**Respondent.**

**DOCKET TG-140560**

**EXHIBIT TO  
TESTIMONY OF**

**Melissa Cheesman**

**STAFF OF WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION**

*City of Kalama Contract*

**July 18, 2014**

## CONTRACT EXTENSION

THIS AGREEMENT, made and entered into this 31<sup>st</sup> day of January, 2006, by and between the City of Kalama, a municipal corporation, hereinafter called "City," and Waste Control, Inc., a Washington corporation, hereinafter called "Contractor."

WHEREAS, the parties have previously entered into a Garbage Disposal Contract dated February 4, 1987, which Contract has been extended from time to time thereafter, and

WHEREAS, the parties have agreed to amend Contract rates based upon changes in tipping fee charges imposed by the Cowlitz County Land Fill, and on tariff increase granted to Contractor by the Washington Utilities and Transportation Commission, and

NOW, THEREFORE, the parties have agreed to extend the existing contract on the following terms and conditions:

1. The City shall and does hereby grant to Contractor an extension of the Garbage Disposal Contract to and including January 3, 2016.
2. Future tipping fee increases by the Land Fill or Transfer Station, during the term of this Contract, shall become automatically effective as of the date of such increase and passed through to Kalama customers the next billing period. Any tipping fee decreases or other savings passed by the Land Fill or Transfer Station shall likewise result in a corresponding Contract rate adjustment.
3. During the term of this Contract, any rate adjustment granted by the WUTC, for other than tipping fee adjustments, shall automatically pass through to the City of Kalama customers the next billing period. The City shall be notified within five (5) days of

Contractor's application for rate adjustments to the WUTC of such adjustment requests. The City may appear at all such rate hearings and present testimony for or against such proposals.

IN WITNESS WHEREOF, the parties have signed this Agreement this 31st day of January, 2006.

CITY OF KALAMA, a Municipal corporation

BY: Pete Poulsen  
Pete Poulsen, Mayor

ATTESTED:

Coni McMaster  
Coni McMaster, Clerk/Treasurer

WASTE CONTROL, INC., Contractor

BY: J. D. Miller  
President

BY: T. L. Taylor  
Secretary

GARBAGE DISPOSAL CONTRACT

THIS AGREEMENT, made and entered into this 4<sup>th</sup> day of February, 1987, by and between the CITY OF KALAMA, a municipal corporation, hereinafter called "CITY", and STAN'S SANITARY SERVICE & WASTE CONTROL OF LONGVIEW, hereinafter called "CONTRACTOR",

W I T N E S S E T H:

WHEREAS, Ordinance No. 463 of the CITY OF KALAMA as codified in Title 7.08 of the Kalama Municipal Code, prescribed rules and regulations relating to the collection and disposal of garbage and refuse within the CITY and for rates to be charged to the citizens of CITY for said service; and

WHEREAS, CITY is desirous of granting to CONTRACTOR the right and license to collect and dispose of said garbage and refuse, and CONTRACTOR is desirous of performing said service,

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants hereinafter contained, it is agreed by and between the parties hereto as follows:

1. The CITY shall and does hereby grant the CONTRACTOR, for a period of three (3) years from the 1st day of January, 1987, the right and license to collect and dispose of all garbage and refuse within the corporate limits of the CITY on the terms and conditions hereinafter set forth.

2. The CONTRACTOR hereby covenants that he has read and is familiar with the provisions of Ordinance No. 463, as codified aforesaid, and agrees to be fully bound by and abide by all the provisions of said Ordinance, and all subsequent amendments thereto, as may be applicable to his services. The CONTRACTOR further covenants and agrees and does hereby assume the duty and responsibility of collection and disposal of all garbage and refuse within the corporate limits of the CITY for the term of this Contract and on the terms and conditions herein specified.

3. It is expressly understood and agreed that the CONTRACTOR is not an employee of the CITY, but is an independent contractor operating free of direction and supervision of the CITY, save as provided in this Contract, or the aforesaid Ordinance. The CONTRACTOR shall furnish, at his own cost, all equipment and employees necessary for the performance of this Contract and shall pay all taxes, license fees or other charges that may arise out of the use, ownership or operation of such equipment and the hiring of such employees, including, without limitation, all charges which are now or hereafter made by Cowlitz County for dumping fees. All equipment owned or used by the CONTRACTOR shall be maintained in good condition and neat appearance and shall comply with all rules and regulations of the State and County Health Departments. The CONTRACTOR further agrees to comply with all applicable regulations of the Washington Utilities & Transportation Commission now in force or hereafter enacted, as well as all other laws applicable to his conduct and operations.

4. Prior to commencement of performance under this Contract, the CONTRACTOR shall obtain and thereafter keep in force, at his own expense, liability and property damage insurance on all vehicular equipment of the CONTRACTOR used in the performance of this Contract, said policy to provide liability limits of not less than \$100,000.00 for injury to one person or \$300,000.00 for injury to more than one, and not less than \$50,000.00 for property damage. Said insurance policy or policies shall be with an insurer satisfactory to the CITY and shall name the CITY as one of the insureds; said policies and all renewals thereof shall be left with the Clerk of the CITY OF KALAMA.

5. The CONTRACTOR shall perform said garbage and refuse collection and disposal in a careful and prudent manner so as to cause no unreasonable or unnecessary risk, inconvenience or annoyance to the citizens of the CITY, pickups shall be made on a regularly-scheduled basis not less often than weekly; all garbage and refuse thus collected by the CONTRACTOR shall be hauled in such manner as to prevent unnecessary stench or the dropping or scattering of such garbage or refuse along the route of hauling.

6. All such garbage or refuse shall be hauled to and disposed of at the Gowitz County Solid Waste Disposal Site, and such disposal shall be done in strict compliance with all rules and regulations of Gowitz County in regard thereto.

7. In the event any extra pickup of garbage or refuse is requested or made, an itemized statement covering said pickup shall be submitted by the CONTRACTOR to the Clerk-Treasurer of the CITY, which statement shall show the name and address of the customer from whom the extra pickup was made, the date of such extra pickup, and the charge to be made therefor. Thereupon, the Clerk-Treasurer shall cause said extra pickup service charge to be billed to the customer. In no event shall payment for any extra pickup be made by a customer directly to the CONTRACTOR, and the CONTRACTOR shall not make any such direct charge or receive such payment.

8. That as consideration for services of the CONTRACTOR as heretofore specified, the CITY agrees to pay and the CONTRACTOR agrees to accept, as full compensation therefor, a sum of money equal to eighty-five (85%) percent of the garbage collection service revenue, collected by the Clerk of the CITY during the preceding month, including charges for all extra pickups, as shown by the records of the said Clerk and as set forth in voucher form for approval by the City Council at its regular monthly meeting.

9. It is expressly understood and agreed that, should the CONTRACTOR fail in any manner to fully comply with any of the terms and conditions of this Contract or as contained in Ordinance No. 463, as codified aforesaid, and shall fail or neglect to fully correct and rectify any such violation or breach within a period of ten (10) days after receiving written notice of such violation or breach from the CITY, then the said CITY shall have the right to cancel this Contract without further notice and without any liability to the CONTRACTOR whatsoever, and, at its option, either take over the collection and disposal of garbage and refuse within the CITY or let a new contract for such collection and disposal with other persons.

10. In the event the CONTRACTOR is granted a rate increase(s) by the Washington Utilities & Transportation Commission during the term of this Contract, the CONTRACTOR shall immediately notify the CITY of such increase(s) and the CITY may approve of such increase(s) within thirty (30) days of notification by the CONTRACTOR, said increase(s) to become effective thirty (30) days after such notification. In the event an increase is not granted as requested, then either party of this Contract shall have the right to cancel this Contract upon thirty (30) days' written notice of intent to cancel having been sent to the other party hereto.

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

CITY OF KALAMA

By Jay Mahoney  
Mayor  
"CITY"

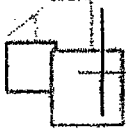
STAN'S SANITARY SERVICE & WASTE  
CONTROL OF LONGVIEW

By Claud S. Walker  
"CONTRACTOR"

ATTEST:

Clarice Studdard  
Clerk-Treasurer

Difference of \$5,76.  
 Looking into YWS  
 KC  
 7-2-13



Account Activity

Account	Vendor Name	Fiscal Period	Date	Amount	Number
402-000-000-343-70-00-00	Garbage/solid Waste Charges				
<b>Receipt</b>					
Checkfree - 6/20/2013 4:35:48 PM	Recepting Vendor	2013 - June	6/20/2013	\$351.77	DD Checkfree Deposit -
checkfree - 6/21/2013 4:33:23 PM	Recepting Vendor	2013 - June	6/21/2013	\$41.60	DD Checkfree Deposit -
Checkfree Utility Billing Summary	Recepting Vendor	2013 - June	6/10/2013	\$65.10	Checkfree CM Deposit -
Checkfree Utility Billing Summary	Recepting Vendor	2013 - June	6/11/2013	\$157.17	Checkfree CM Deposit -
Checkfree Utility Billing Summary	Recepting Vendor	2013 - June	6/12/2013	\$138.20	Checkfree CM Deposit -
Checkfree Utility Billing Summary	Recepting Vendor	2013 - June	6/18/2013	\$108.73	Checkfree CM Deposit -
Checkfree Utility Billing Summary	Recepting Vendor	2013 - June	6/25/2013	\$118.80	Checkfree CM Deposit -
Checkfree Utility Billing Summary	Recepting Vendor	2013 - June	6/26/2013	\$41.60	Checkfree CM Deposit -
Checkfree Utility Billing Summary	Recepting Vendor	2013 - June	6/28/2013	\$35.60	Checkfree CM Deposit -
Checkfree Utility Billing Summary	Recepting Vendor	2013 - June	6/3/2013	\$29.50	Checkfree CM Deposit -
Checkfree Utility Billing Summary	Recepting Vendor	2013 - June	6/4/2013	\$38.60	Checkfree CM Deposit -
Checkfree Utility Billing Summary	Recepting Vendor	2013 - June	6/5/2013	\$31.49	Checkfree CM Deposit -
Checkfree Utility Billing Summary	Recepting Vendor	2013 - June	6/6/2013	\$104.37	Checkfree CM Deposit -
Checkfree Utility Billing Summary	Recepting Vendor	2013 - June	6/7/2013	\$188.46	Checkfree CM Deposit -
DD Checkfree - 6/14/2013 4:37:34	Recepting Vendor	2013 - June	6/14/2013	\$178.53	DD Checkfree Deposit -
DD Checkfree SS Utility Billing	Recepting Vendor	2013 - June	6/17/2013	\$172.75	DD Checkfree SS CM
Invoice Cloud Summary	Recepting Vendor	2013 - June	6/4/2013	\$35.60	Invoice Cloud Deposit -
Invoice Cloud Summary	Recepting Vendor	2013 - June	6/4/2013	\$32.55	Invoice Cloud Deposit -
Invoice Cloud Summary	Recepting Vendor	2013 - June	6/4/2013	\$35.60	Invoice Cloud Deposit -
Invoice Cloud Summary	Recepting Vendor	2013 - June	6/6/2013	\$41.60	Invoice Cloud Deposit -
Invoice Cloud Summary	Recepting Vendor	2013 - June	6/7/2013	\$85.60	Invoice Cloud Deposit -
Invoice Cloud Summary	Recepting Vendor	2013 - June	6/8/2013	\$35.60	Invoice Cloud Deposit -
Invoice Cloud Summary	Recepting Vendor	2013 - June	6/8/2013	\$20.80	Invoice Cloud Deposit -
Invoice Cloud Summary	Recepting Vendor	2013 - June	6/9/2013	\$35.60	Invoice Cloud Deposit -
Invoice Cloud Summary	Recepting Vendor	2013 - June	6/11/2013	\$35.60	Invoice Cloud Deposit -
Invoice Cloud Summary	Recepting Vendor	2013 - June	6/11/2013	\$41.60	Invoice Cloud Deposit -
Invoice Cloud Summary	Recepting Vendor	2013 - June	6/13/2013	\$35.60	Invoice Cloud Deposit -
Invoice Cloud Summary	Recepting Vendor	2013 - June	6/15/2013	\$35.60	Invoice Cloud Deposit -
Invoice Cloud Summary	Recepting Vendor	2013 - June	6/15/2013	\$71.20	Invoice Cloud Deposit -
Invoice Cloud Summary	Recepting Vendor	2013 - June	6/16/2013	\$17.80	Invoice Cloud Deposit -
Invoice Cloud Summary	Recepting Vendor	2013 - June	6/16/2013	\$53.40	Invoice Cloud Deposit -
Invoice Cloud Summary	Recepting Vendor	2013 - June	6/16/2013	\$29.50	Invoice Cloud Deposit -
Invoice Cloud Summary	Recepting Vendor	2013 - June	6/18/2013	\$30.01	Invoice Cloud Deposit -
Invoice Cloud Summary	Recepting Vendor	2013 - June	6/18/2013	\$74.20	Invoice Cloud Deposit -
Invoice Cloud Summary	Recepting Vendor	2013 - June	6/19/2013	\$71.20	Invoice Cloud Deposit -
Invoice Cloud Summary	Recepting Vendor	2013 - June	6/19/2013	\$29.50	Invoice Cloud Deposit -



Account Number	Description	Period	Date	Amount	Number
402-000-000-343-70-00-00	Garbage/spild Waste Charges				
<b>Receipt</b>					
Invoice Cloud Summary	Receipting Vendor	2013 - June	6/20/2013	\$59.00	Invoice Cloud Deposit - (
Invoice Cloud Summary	Receipting Vendor	2013 - June	6/20/2013	(\$83.20)	Invoice Cloud Deposit - (
Invoice Cloud Summary	Receipting Vendor	2013 - June	6/21/2013	\$29.50	Invoice Cloud Deposit - (
Invoice Cloud Summary	Receipting Vendor	2013 - June	6/21/2013	\$17.08	Invoice Cloud Deposit - (
Invoice Cloud Summary	Receipting Vendor	2013 - June	6/21/2013	\$47.45	Invoice Cloud Deposit - (
Invoice Cloud Summary	Receipting Vendor	2013 - June	6/21/2013	\$166.40	Invoice Cloud Deposit - (
Invoice Cloud Summary	Receipting Vendor	2013 - June	6/22/2013	\$41.60	Invoice Cloud Deposit - (
Invoice Cloud Summary	Receipting Vendor	2013 - June	6/22/2013	\$25.68	Invoice Cloud Deposit - (
Invoice Cloud Summary	Receipting Vendor	2013 - June	6/22/2013	\$41.60	Invoice Cloud Deposit - (
Invoice Cloud Summary	Receipting Vendor	2013 - June	6/26/2013	\$29.50	Invoice Cloud Deposit - (
Invoice Cloud Summary	Receipting Vendor	2013 - June	6/28/2013	\$35.60	Invoice Cloud Deposit - (
Invoice Cloud Summary	Receipting Vendor	2013 - June	6/30/2013	\$41.60	Invoice Cloud Deposit - (
Meta DD - 6/20/2013 4:35:11 PM	Receipting Vendor	2013 - June	6/20/2013	\$35.60	DD Meta Deposit -
Meta Utility Billing Summary	Receipting Vendor	2013 - June	6/11/2013	\$42.40	Meta CM Deposit -
meta Utility Billing Summary	Receipting Vendor	2013 - June	6/18/2013	\$130.20	Meta CM Deposit -
Meta Utility Billing Summary	Receipting Vendor	2013 - June	6/19/2013	\$68.15	CM Deposit - 6/19/2013
Meta Utility Billing Summary	Receipting Vendor	2013 - June	6/19/2013	\$171.80	CM Deposit - 6/19/2013
Meta Utility Billing Summary	Receipting Vendor	2013 - June	6/25/2013	\$35.60	Meta CM Deposit -
Meta Utility Billing Summary	Receipting Vendor	2013 - June	6/7/2013	\$93.30	Meta CM Deposit -
Meta Utility Billing Summary	Receipting Vendor	2013 - June	6/12/2013	\$94.60	Meta CM Deposit -
Utility Billing Summary Transaction	Receipting Vendor	2013 - June	6/10/2013	\$2,371.75	CM Deposit - 6/10/2013
Utility Billing Summary Transaction	Receipting Vendor	2013 - June	6/11/2013	\$2,227.30	CM Deposit - 6/11/2013
Utility Billing Summary Transaction	Receipting Vendor	2013 - June	6/12/2013	\$844.81	CM Deposit - 6/12/2013
Utility Billing Summary Transaction	Receipting Vendor	2013 - June	6/13/2013	\$1,510.00	SS CM Deposit -
Utility Billing Summary Transaction	Receipting Vendor	2013 - June	6/14/2013	\$1,902.12	KC Deposit - 6/14/2013
Utility Billing Summary Transaction	Receipting Vendor	2013 - June	6/17/2013	\$2,451.13	CM Deposit - 6/17/2013
Utility Billing Summary Transaction	Receipting Vendor	2013 - June	6/18/2013	\$1,551.86	CM Deposit - 6/18/2013
Utility Billing Summary Transaction	Receipting Vendor	2013 - June	6/19/2013	\$1,046.87	CM Deposit - 6/19/2013
Utility Billing Summary Transaction	Receipting Vendor	2013 - June	6/20/2013	\$2,353.68	KC Deposit - 6/20/2013
Utility Billing Summary Transaction	Receipting Vendor	2013 - June	6/21/2013	\$2,222.53	KC Deposit - 6/21/2013
Utility Billing Summary Transaction	Receipting Vendor	2013 - June	6/24/2013	\$146.31	CM Deposit - 6/24/2013
Utility Billing Summary Transaction	Receipting Vendor	2013 - June	6/25/2013	\$1,060.40	CM Deposit - 6/25/2013
Utility Billing Summary Transaction	Receipting Vendor	2013 - June	6/26/2013	\$302.90	CM Deposit - 6/26/2013
Utility Billing Summary Transaction	Receipting Vendor	2013 - June	6/27/2013	\$235.18	CM Deposit - 6/27/2013
Utility Billing Summary Transaction	Receipting Vendor	2013 - June	6/28/2013	\$182.03	CM Deposit - 6/28/2013
Utility Billing Summary Transaction	Receipting Vendor	2013 - June	6/3/2013	\$2,611.92	CM Deposit - 6/3/2013
Utility Billing Summary Transaction	Receipting Vendor	2013 - June	6/4/2013	\$376.97	CM Deposit - 6/4/2013
Utility Billing Summary Transaction	Receipting Vendor	2013 - June	6/5/2013	\$515.64	CM Deposit - 6/5/2013
Utility Billing Summary Transaction	Receipting Vendor	2013 - June	6/6/2013	\$1,852.57	CM Deposit - 6/6/2013
Utility Billing Summary Transaction	Receipting Vendor	2013 - June	6/7/2013	\$1,194.85	CM Deposit - 6/7/2013
<b>Total Receipt</b>				\$30,682.71	
<b>Total 402-000-000-343-70-00-00</b>				\$30,682.71	

INVOICE	AMOUNT	NOTES
	\$26,085.20	Garbage

*Handwritten:* 6/2/85

26085.20 =  
50082.74 =  
U-85  
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