#### **ORDINANCE NO. 561**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, EXTENDING THE CURRENT FRANCHISE AGREEMENT TO UNIVERSITY PLACE REFUSE SERVICES, INC. AND HAROLD LEMAY ENTERPRISES, INC. TO PROVIDE SOLID WASTE COLLECTIONS

WHEREAS, the City Council desires to provide University Place citizens with the best possible solid waste collection services; and

WHEREAS, University Place Refuse Services, Inc. and Harold Lemay Enterprise Inc. are fully capable of providing such services to University Place citizens; and

WHEREAS, it is in the public's interest to retain a locally based company to provide such services within the City;

WHEREAS, a public hearing was held regarding extending the current franchise agreement to University Place Refuse Services, inc. and Harold Lemay Enterprises, Inc., DBA as Lakewood Refuse Service, on November 16, 2009; and

## NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNIVERSITY PLACE, WASHINGTON, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Extending the Current Franchise Agreement to University Place Refuse Services, Inc. and Harold Lemay Enterprises, Inc., DBA Lakewood Refuse Service. University Place Refuse Services, Inc. and Harold Lemay Enterprises, Inc., DBA Lakewood Refuse Service, are hereby granted an extension of the current franchise agreement to provide for the collection and disposition of solid waste, recyclable materials, and yard waste as set forth in the Solid Waste Franchise Agreement Between the City of University Place and University Place Refuse Services, Inc. and Harold Lemay Enterprises, Inc., DBA Lakewood Refuse Service, in the form attached hereto as Exhibit "A" and incorporated herein by reference. This franchise shall expire on December 31, 2025 unless terminated sooner, as provided for in Exhibit A.

- <u>Section 2.</u> <u>Severability</u>. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or the application of the provision to other persons or circumstances by a court of competent jurisdiction shall not be affected.
- <u>Section 3.</u> <u>Directions to City Clerk.</u> The City Clerk is hereby authorized and directed to forward certified copies of this ordinance to the franchisee and permit holder.
- Section 4. <u>Publication and Effective Date.</u> A summary of this Ordinance consisting of its title shall be published in the official newspaper of the City. This ordinance shall be effective on five (5) days after such publication.

PASSED BY THE CITY COUNCIL ON NOVEMBER 16, 2009.

Tebbie Klosowski for Linda Bird, Mayor ATTEST:

Emelita Genetia, City Clerk

APPROVED AS TO FORM:

Janean Parker, City Attorney

Published: 11/18/09 Effective Date: 11/23/09 AN AGREEMENT BETWEEN THE CITY OF UNIVERSITY PLACE, WASHINGTON, AND UNIVERSITY PLACE REFUSE SERVICE, INC., GRANTING UNIVERSITY PLACE REFUSE A NEW FRANCHISE THROUGH DECEMBER 31, 2025 FOR COLLECTION AND DISPOSITION OF SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE, REVOKING THE PRIOR FRANCHISE AGREEMENT BETWEEN THE PARTIES.

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AN AGREEMENT BETWEEN THE CITY OF UNIVERSITY PLACE, WASHINGTON, AND UNIVERSITY PLACE REFUSE SERVICE, INC., GRANTING UNIVERSITY PLACE REFUSE A NEW FRANCHISE THROUGH DECEMBER 31, 2025 FOR COLLECTION AND DISPOSITION OF SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE, REVOKING THE PRIOR FRANCHISE AGREEMENT BETWEEN THE PARTIES.

THIS AGREEMENT ("Agreement") revokes the prior 10-year franchise Agreement between the City of University Place, a Washington municipal corporation ("the City") and University Place Refuse Service, Inc., A Washington corporation ("the Company"), dated July 30, 2003, as provided in RCW 35A.47.040.

## Section 1. RECITALS.

- 1.1. Before incorporation of the City on August, 31, 1995, the Company handled the collection, hauling and transportation of solid waste, recyclable materials and yard waste for the individuals and businesses that are now residents of the City under its Certificate of Convenience and Necessity ("G Certificate"). The G Certificate was issued by the Washington Utilities and Transportation Commission ("WUTC").
- 1.2. The City desires the Company to continue to provide such services through this Agreement with the City and the parties wish to enter into this Agreement to define the rights, responsibilities and obligations relating thereto.
- 1.3. The City and the Company agree to revoke the prior Franchise Agreement that would expire under its terms on December 31, 2015 and substitute in its place a new Franchise Agreement that expires on December 31, 2025.
- 1.4. The Company is qualified to provide solid waste, yard waste and recyclable collection services in accordance with the terms of this Agreement.
- 1.5. The Company is granted terms in this Agreement to provide for reliable, environmentally sound, and timely solid waste, yard waste and recyclable collection services to City residents and businesses. This Agreement constitutes a grant of an exclusive City franchise to the Company and full satisfaction of the City's obligations under RCW 35A.14.900.
- **Section 2. DEFINITIONS.** The following terms shall have the following definitions for the purposes of this Agreement.
- 2.1 "Adjustment Date" means the Index reports as of June 30 in any year during the term of this Agreement.
  - 2.2. "Agreement Date" means January 1, 2010.
  - 2.3 "Aluminum" means cans and containers composed solely of aluminum.

- 2.4. "Automated Carts" means a cart designed to be picked up and emptied by mechanical means. Specific type and size to be defined in rate items.
- 2.5. "Bale" means material compressed by machine and securely tarped or banded.
- 2.6. "Base Rates" means the rates set forth in Exhibit A and incorporated herein by this reference, as such rates may be adjusted from time to time in accordance with this Agreement. The Base Rates in effect at a particular time shall be used as a basis for any adjustments required under this Agreement.
- 2.7. "Bulky Materials" means empty carriers, cartons, boxes, crates, etc., or materials offered for disposal, all of which may be readily handled without shoveling.
- 2.8. "Can" means a can made of durable corrosion-resistant, nonabsorbent material, watertight, with a close fitting cover and two graspable handles. Size to exceed 20 gallons but not to exceed 32 gallons or 4 cubic feet. A can cannot weigh more than 45 pounds when filled nor more than 12 pounds when empty.
- 2.9. "Cardboard" for recycling means: corrugated cardboard, cereal boxes, soap boxes, brown paper bags, etc. It must be clean, free of packing materials, and flattened. Waxed or food-contaminated cardboard cannot be included.
- 2.10 "Cart" means a wheeled plastic container. May also be referred to as a toter. Size and type to be defined in rate items.
- 2.11. "Charge" means a set flat fee for performing a service as described in Exhibit A. Or, the result of multiplying the amount charged for a unit times the number of units serviced as described in Exhibit A. May also be referred to as "Rate."
- 2.12 "Co-mingled or Co-mingled Recycling" means the items that are allowed to be included and mixed together in the Company provided Recycling Cart, as defined in this Agreement, which are: newspaper, cardboard, mixed paper, aluminum and metal containers, and plastic. Glass is not included, and must be taken to a drop-off recycling site to be recycled. "Co-mingled Recycling" may also be referred to as "single stream recycling."

- 2.13. "Compacted Material" means material which has been compressed by any mechanical device either before or after it is placed in the receptacle handled by the Company.
- 2.14. "Compactor Disconnect/Reconnect Charge" means a flat fee established by the Company for the service of disconnecting a compactor for a drop box or container prior to taking it to be dumped and then reconnecting the compactor when the drop box or container is returned to the customer's site.
- 2.15. "Container" means a detachable container that is left at a customer's premises and emptied into the collector's truck and is lifted by mechanical means.
- 2.16. "Curb or Curbside" means a location within five (5) feet of the drivable portion of a street, alley or roadway, as determined by the Company, for the purpose of acceptable placement of solid waste, recycling or yard waste collection containers.
- 2.17. "Designated Disposal Site" means the disposal facility to which the Company is directed by the City from time to time in accordance with Section 6.2.
- 2.18. "Drop Box" means a container that is placed on the Company's truck by mechanical means, hauled to a disposal site and returned to customer's premises.
- 2.19. "Drop-off Recycling Site" manes a location that the City and the Company have mutually agreed upon for the Company to provide and maintain one or more drop boxes, containers, carts, toters, bins, or other containers for the use of City residents to bring and deposit recyclable materials.
- 2.20. "Drum" means a metal container of approximately 50 gallon capacity, generally used for oils or solvents. Maximum weight not to exceed 45 pounds when filled.
- 2.21. "Franchise Area" means the Service Area identified in Paragraph 3.4 infra.
- 2.22. "Gate Charge" means a flat fee charged for opening, unlocking or closing gates in order to pick up solid waste.
- 2.23. "Glass" for recycling means: bottles and jars only, of any color, that is composed solely of glass. It does not mean: tempered glass, window glass, ceramic glass, light bulbs, fluorescent tubes and broken glass of any kind.

- 2.24. "Index" means the Consumer Price Index for All Urban Consumers for Seattle-Tacoma, All Items (1982-84 = 100) published by the United States Department of Labor, Bureau of Labor Statistics.
- 2.25. "Litter Receptacle" means a container not over 60-gallon capacity generally placed in shopping centers and along streets or highways for litter. Maximum weight not to exceed 75 pounds when filled.
- 2.26. "Loose Material" means material not set out in bags or containers. Also includes materials which must be shoveled.
- 2.27. "Metal Containers" means cans and containers composed of metals, such as tin or bimetal, which are attracted by a magnet.
- 2.28. "Mixed Paper' means junk mail, phone books, office paper, etc. Do not include Newspaper with Mixed Paper. Not accepted: waxed, plastic coated, aluminized, food contaminated paper, paper plates, paper towels, bathroom tissue, or carbon paper.
- 2.29. "Multi-Family Recycling Center" means a site that the multi-family complex owner/manager and the Company have mutually agreed upon that provides one or more carts, bins, containers or drop boxes for the purpose of providing co-mingled and/or separated recycling to the multi-family residents.
- 2.30. "Newspaper" means any part of the newspaper that was included when it was delivered or purchased. Magazines may be included with Newspaper.
- 2.31. "Oversized Brush Pickup" means a special collection event occurring two times per year, spring and fall. The Company shall collect at curbside from each residential customer, branches and limbs placed in a loose pile up to six feet by six feet by six feet in size. Limit: one pile per household per event.
- 2.32. "Packer" means a device or vehicle specially designed to pack loose material.
- 2.33. "Pass Through Fee" means a fee that is billed directly to the customer without markup or markdown by the Company.
- 2.34. "Permanent Service" means, in conjunction with containers and drop boxes, when service is provided for a period of more than ninety days.

- 2.35. "Plan" means the City-adopted or –designated solid Waste Management Plan.
- 2.36. "Plastic" for recycling means plastic bottles such as milk jugs, soda containers, detergent and shampoo bottles, etc. with neck or openings smaller than the base. Plastic tubs, buckets, bags or any other plastic items not meeting this definition are not accepted. Plastic bottles containing automotive fluids or other hazardous materials are not accepted.
- 2.37. "Rate" means a set flat fee for performing a service, as described in Exhibit A. Or, the result of multiplying the amount charged for a unit times the number of units serviced as described in Exhibit A. May also be referred to as "Charge."
- 2.38. "Recyclable Materials" means those recyclable items defined in RCW 70.95.030(18) designated by the City to be picked up in the recycling program described in Exhibit B, which items are limited to Glass, Aluminum, Metal Containers, Mixed Paper, Cardboard and Newspaper.
- 2.39. "Recycling Bin, Cart, Toter, or Container" means a bin or container specifically designed or designated for the collection of recyclables.
- 2.40. "Recycling Ordinances" means Pierce County Ordinance Nos. 90-14 (curbside program), 91-86 (multi-family program) and 92-22 (yard waste program), until such time as the City enacts its ordinances regarding recycling. Recycling Ordinances shall mean the City's ordinances regarding recycling once the City enacts such ordinances, and such ordinances shall then govern this Agreement.
- 2.41. "Solid Waste" means those wastes defined in RCW 70.95.030(23), whether the source be residential, commercial, industrial or otherwise, but shall not include Recyclable Materials and Yard Waste, as those terms are defined herein and shall not include dangerous or hazardous wastes regulated under chapter 70.105 RCW.
- 2.42. "Special Pickup" means a pickup requested by the customer at a time other than the regularly scheduled pickup time, but which does not involve the dispatch of a truck. If a special dispatch is required, time rates will apply.
- 2.43. "Temporary Service" means a service that is required for a period of 90 days or less in conjunction with containers and drop boxes. Temporary service rates are not to be used for the first 90 days of service when a customer requests, and the Company provides, service for more than 90 days.

- 2.44. "Toter" means a wheeled plastic container. May also be referred to as a cart. Type and size to be defined in rate items.
- 2.45. "TPCHD" means Tacoma-Pierce County Health Department.
- 2.46. "Unit" means (1) a can made of durable, corrosion-resistant, nonabsorbent material, watertight, with a close fitting cover and two handles. Size to exceed 20 gallons but not to exceed 32 gallons or 4 cubic feet. Cannot weigh more than 45 pounds when filled or more than 12 pounds when empty; and (2) where agreeable between Company and customer (and where allowable under local ordinance), a box, carton, cardboard barrel or other suitable container may be substituted for a garbage can, for a single pickup which includes the container, if it meets the size and weight limits shown in clause (1) of this Section 2.42.
- 2.47. "Unlocking" means a flat fee imposed by the Company when their personnel must unlock padlocks or other locking devices to perform pickup service.
- 2.48. "WUTC" means the Washington Utilities and Transportation Commission.
- 2.49. "Yard Waste" means vegetative yard and garden debris including: grass, leaves, weeds, branches and limbs not to exceed four inches in diameter. Yard waste does not include: dirt, rocks, sod, beauty bark, stumps, lumber, bags, manure, or table scraps.
- 2.50. "Yard Waste Bin or Container" means a bin or container specifically designed or designated for the collection of yard waste.
- **Section 3. SCOPE OF WORK.** In accordance with the terms of this Agreement, the Company shall furnish all labor, materials, facilities, services and equipment necessary to provide:
- 3.1. Collection, hauling and transportation services for all Solid Waste generated within the City for disposal during the term of this Agreement;
- 3.2. Recycling services to the City at the same level and of the same types as provided in the Recycling Ordinance in effect on the Agreement Date for the collection of source-separated Recycling materials; and
  - 3.3. Yard Waste collection services to the City.

In furnishing such labor, materials, facilities, services and equipment, the Company shall provide the levels of services set forth in this Agreement, including Exhibits hereto, subject to the limitations and restrictions contained therein.

3.4. The Service Area or Franchise Area within which the services under this Agreement shall be performed by the Company shall be as described in the Company's G Certificate (G-64) as issued by the WUTC and as configured on August 30, 1995; as such area may be amended as allowed in this Agreement.

#### Section 4. TERM.

4.1. The term of this Agreement shall commence on January 1, 2010 as provided for by RCW 35A.47.040 and other applicable law and shall expire on December 31, 2025 ("Agreement Term"). The City and the Company will meet in 2021, or thereafter, to discuss the potential for extending the Agreement Term or entering into a new agreement. In any event, any decision by the parties to extend the Agreement Term or enter into a new agreement will be made by December 31, 2025.

## Section 5. ANNEXATION.

- 5.1. If the City annexes an area in which, before annexation, an entity other than the Company has operated under a franchise, permit or license to collect and transport Solid Waste, this Agreement and the rights and obligations of the Company hereunder shall apply and become effective with respect to such annexed area(s) immediately upon the earlier of (a) the expiration of any continuation franchise granted by the City under RCW 35A.14.900 or (b) the purchase by the City of the facilities or business of the entity holding the pre-annexation franchise, permit or license.
- 5.2. If (a) the City annexes an area not previously covered by any such franchise, permit or license; (b) the City annexes areas within which the Company has an existing WUTC permit or other franchise for garbage or refuse collection and removal; or (c) the Company acquires an area within the City currently served by a different contractor, this Agreement shall apply and become effective with respect to such annexed or acquired area immediately upon the City's annexation or the Company's acquisition of such area.
- 5.3. The Company agrees, in consideration for this Agreement, that the Company's G Certificate right of franchise, if any, applicable to any annexed areas under Section 5.2 or otherwise, shall be deemed canceled on the effective date of the annexation and that the Company shall service the newly annexed areas under this Agreement.
- 5.4. The Company waives any and all claims or rights for compensation or damages under RCW 35A.14.900, as it may be amended or replaced from time to time, or pursuant to any other law or authority in effect on the Agreement Date from the City, its agents, officers or assigns, arising from the cancellation of any right of franchise resulting from the City's initial incorporation or any subsequent annexations during the

Agreement Term and during the term of the prior Franchise Agreement between the City and the Company.

## Section 6. SOLID WASTE COLLECTION AND DISPOSAL.

- 6.1. The Company shall collect Solid Waste from the premises of each residential customer account within the City not less than once each week (or for monthly customers, once each month) and of each commercial and industrial customer account as agreed by the Company and that customer. Title to all Solid Waste collected by the Company hereunder shall remain with the generator until it is delivered to and accepted at the Designated Disposal Site.
- 6.2. The Company shall transport all Solid Waste collected under this Agreement to the Designated Disposal Site. The City shall designate a Disposal Site from time to time, as it chooses in its sole discretion.
- 6.3. No Solid Waste collected by the Company within the City may be diverted from the Designated Disposal Site without City approval, except for Solid Waste eliminated through waste reduction or waste recycling activities consistent with City ordinances or the Plan. In disposing of Solid Waste, the Company shall comply with all applicable federal, state and local environmental health laws, rules or regulations.
- 6.4. The City and the Company may meet periodically to review the level of services and Base Rates provided in this Agreement. Services under review may include Recycling, Special Programs, Solid Waste Collection programs, and any other services that the City deems worthy of review. Review of Base Rates may include a comparison with refuse rates across the local region.

## Section 7. RECYCLABLE MATERIALS; YARD WASTE.

- 7.1. The Company shall provide collection of Recyclable Materials and Yard Waste not less than once every two weeks. Collection will be provided to all single-family residences and multifamily residences subscribing to can service in the City limits who have signed up for the collection of Recyclable Materials and Yard Waste with the Company and have received bins and carts as provided herein. For collection, all yard waste must be placed in the toter(s) provided by the Company, except for occasional tagged bags, boxes, or cans, and any other city directed oversized brush pick up events.
- 7.2. The Company shall provide recycling bins, including those for public use on City-owned or publicly owned property as designated by the City and the Company, of the same type specified in the Recycling Ordinances for recyclables. The Company shall, at its expense maintain the safety and cleanliness of the glass recycling bins at drop off recycling sites, and the nearby surrounding areas around those public glass recycling bins. The Company shall at the Company's expense also provide single Yard Waste carts for Yard Waste, and such carts shall remain the property of the Company. The Company

shall collect Recyclable Materials the customer prepares in the following manner and then places in the bins:

- 7.2.1. Aluminum drain contents and flatten if possible, then place in the co-mingled recycling bin.
- 7.2.2. Glass place glass jars and bottles only, of any color, loose into glass-only recycling bins provided for at UP Refuse and/or other designated glass-only recycling locations in the City. All jars and bottles must be unbroken, rinsed and placed in the bin carefully. It is not necessary to remove labels. Not accepted: plate glass, window glass, mirrors, light bulbs, Pyrex or other kitchen cookware.
- 7.2.3. Tin Cans remove paper labels, rinse clean to avoid attracting insects or animals. Remove tops and bottoms (if possible), place inside can and flatten. Not accepted: clothes hangers, aerosol cans or scrap metal.
- 7.2.4. Mixed Paper Cardboard must be flattened when placed in the comingled recycling bin.
- 7.2.5. Newspaper Only newspaper and catalogs made of newsprint may be included.
  - 7.2.6. Plastic Bottles Remove lids, empty completely, rinse and discard.
- 7.3 Recyclable Materials.
- 7.3.1. Yard Waste collected within the City by the Company shall be properly disposed of or marketed by the Company in accordance with applicable laws and regulations. The Company becomes the owner of Recyclable Materials and Yard Waste when such material is placed into containers provided by the Company at curbside for collection or, if the material is not placed at curbside, when the Company or its personnel receives such Recyclable Materials or Yard Waste. The Company may market or dispose of Recyclable Materials or Yard Waste in any manner the Company deems to be economically feasible. The Company shall be responsible for all marketing and sale of Recyclable Materials or Yard Waste collected hereunder and shall be entitled to all proceeds therefrom.
- 7.3.2. Recyclable Materials collected by the Company shall not be disposed of in a landfill unless the Company has considered other alternatives and, after good faith efforts to locate a market, has determined that such disposal is the only economical way to avoid a monetary loss. If the Company finds it necessary to landfill Recyclable Materials on a continuing basis, it shall notify and explain to the City representatives its reason for such actions.

- 7.4. The City shall adopt and enforce reasonable ordinances prohibiting scavenging of Recyclable Materials and Yard waste that would otherwise become the property of the Company hereunder.
- 7.5. Upon mutual agreement, on terms and conditions and at rates satisfactory to the parties, the City and the Company may include additional items for recycling and additional programs under this Agreement. In addition, the City may adopt ordinances that change the services required under this Agreement, and the Company shall comply with such changes. To the extent such changes increase or decrease expenses or revenues to the Company, Base Rates shall be adjusted in accordance with Section 17.8.
- Section 8. COLLECTION EQUIPMENT AND SPILLAGE. The Company shall provide an adequate number of vehicles and containers for its collection services under this Agreement. Such vehicles shall be kept in good repair and appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name and phone number of the Company and a vehicle number. All vehicles and containers used for hauling Solid Waste, Recyclable Materials, and Yard Waste shall be reasonably enclosed to prevent spillage or leakage. Any spillage that occurs during collection shall be immediately cleaned up by the Company at its expense. Any and all item(s) or equipment, including but not limited to: bins, carts, containers, toters, drop boxes etc., provided to customers under this Agreement by the Company, are and shall remain the property of the Company and is provided at Company expense, except as noted otherwise. Other than normal wear and tear, the customer shall be liable for damages if such items are lost, damaged, or stolen.

## Section 9. COLLECTION SCHEDULE.

- 9.1. The Company shall establish collection routes and schedules. It shall be the customer's responsibility to place Solid Waste, Recyclable Materials and Yard Waste at the appropriate location for collection in the appropriate container before the approved starting hour. BOTH the City and the residential customers shall be notified at least seven days before any route changes. The Company will furnish the City a map indicating pick-up days for all roads in the Franchise Area.
- 9.2. The Company shall provide regularly scheduled service for residential customers on a regular weekday, Monday through Friday.
- 9.3. Residential pickup shall be made between the hours of 6 a.m. and 6 p.m. If the Company or the City receives complaints about the 6 a.m. collection starting time that cannot be resolved by the best efforts of the Company and the City, the Company shall shift to a 7 a.m. starting time.
- 9.4. Hours and days of pickup for collection from industrial or commercial outlets shall be in the Company's discretion, as long as appropriate sanitary conditions are maintained and disruption to adjacent residential areas is minimized.

- 9.5. When the Company changes the pickup date for its service area, or a portion of its service area, all customers in the affected area must be notified of the change by mail, personal contact, or by a notice being affixed to their solid waste can in advance of the implementation of the new pickup schedule.
- 9.6. For regularly scheduled service, when pickup is missed due to the Company's observance of a holiday, the Company will provide service on an alternate day at no additional charge to the customer. A list of the holidays observed by the Company is shown below:

New Year's Day Thanksgiving Day Christmas Day

There is no pickup on these three holidays and all regularly scheduled pickups will be one day late for the balance of the week.

#### Section 10. SERVICE.

- 10.1. The Company may refuse to pick up materials from points where, because of the condition of the streets, alleys or roads, it is impractical or dangerous to persons or property to operate vehicles.
- 10.2. The Company may refuse to drive onto private property when, in the Company's judgment, driveways or roads are improperly constructed or maintained or without adequate turn-arounds or have other unsafe conditions.
- 10.3. The Company will not be required to enter private property to pick up material while an animal considered or feared to be vicious is loose. The customer will be required to confine the animal on pickup days.
- 10.4. Any pickup may be missed due to weather or road conditions. If the items(s) missed is (are) taken on next pickup, no credit will be given.
- 10.5. Other than to offer reasonable care, the Company assumes no responsibility for articles left on or near cans or units.
- 10.6. Where the Company is requested to provide service, and damage occurs to a customer's driveway due to reasons not in control of the Company, the Company will assume no responsibility.
- 10.7. The Company reserves the right to reject pickup of an stationary packer or drop box which, upon reasonable inspection:
  - (a) appears to be overloaded;
  - (b) would cause applicable vehicle load limitation to be exceeded, or,

- (c) if transported by the Company, would violate load limitation on vehicle operation; or negatively impact or otherwise damage road surface integrity.
- Section 11. EMPLOYEE CONDUCT. The Company's employees and agents shall be courteous, refrain from loud and/or obscene language, exercise due care, perform their work without delay, minimize noise, and not damage public or private property while performing Agreement services. If on private property, Company employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty containers. Employees shall not trespass or litter; cross flower beds, hedges or property to adjoining premises; or meddle with private property. The Company shall bear full responsibility for all conduct of its agents or employees performing Agreement services.
- Section 12. COMPLAINTS. The City shall direct all complaints to the Company. All complaints shall be investigated by the Company within two business days after notice to the Company. The Company shall maintain a written record of all complaints, indicating the disposition of each. Such records shall be available for the City's inspection during Company business hours.
- Section 13. NOTIFICATION TO CUSTOMERS. The Company shall provide customers with notice of, and necessary information about, the services under this Agreement. The Company shall also timely provide customers with necessary information about complaint procedures, rates, regulations, days of collection and other pertinent information to avoid unnecessary inquiries to the City.
- Section 14. DISABLED SERVICE. The Company shall establish and implement a special disabled collection program through which the Company will provide carry-out service to households that lack the ability to place containers at the curb because of a disability covered by the program. The program shall provide such carry-out service at no additional charge and shall be available at the written request of a household covered by the program. In establishing the program, the Company will use fair qualification criteria that meet the needs of the City's disabled residents. These criteria shall comply with all local, state and federal regulations and shall be subject to the City's review and approval before program implementation.
- Section 15. LOCATION OF CUSTOMER SERVICE OFFICE. The Company shall maintain an office in Pierce County within five miles of City Hall. The Company's office and customer service assistance shall be accessible by a phone number local to City residents. The Company's office shall be open at a minimum from 8 a.m. to 4:30 p.m. daily, except Saturdays, Sundays, and designated holidays. Representatives shall be available at the Company's local office during office hours for communication with the public and City representatives.

#### Section 16. BILLINGS AND REFUNDS.

- 16.1. The Company shall have full responsibility for billing and collection from customers all fees relating to the collection, transportation and disposal of Solid Waste, Recyclable Materials and Yard Waste under this Agreement, including determination of the timings of billings and the billing periods. Any customer who has not remitted required payments within 45 days after the date of billing may be notified by the Company that service may be discontinued 15 days after the date of notice if payment is not made before that time. The Company shall give customers notice of a right to a hearing regarding disputed bills before a designated Company official, and if a customer requests a hearing before the end of the 15-day period, service shall not be discontinued until the dismissal or conclusion of the hearing. The Company in its reasonable discretion may determine the date and time for the hearing, during its regular business hours, and the hearing procedures. If payment is not made by the date of dismissal or conclusion of the hearing, the Company may discontinue service for such customer. Upon payment of the delinquent fees, the Company shall resume collection on the next regularly scheduled collection day. Customer billing shall not be made more than two months before the service provided.
- 16.2. Rates and charges shall be as described in Exhibit A. All references made in this Agreement to "Exhibit A" of this Agreement shall be understood to mean "Exhibit A as amended," unless specifically noted otherwise.
- 16.3. CREDITS. When there has been a transaction that results in a credit being due the customer, the Company must issue a check within 30 days unless other arrangements have been made with the customer. When service is discontinued during a pre-billed period and the customer is due a refund, the following shall apply:
  - 1. All requests for refund will be honored.
  - 2. If the customer provides a forwarding address to the Company or one can be obtained from the post office, the Company will issue a refund check no later than 30 days following the request.
  - 3. The carrier will make an attempt to refund amounts in excess of the amount described in Exhibit A. If the customer does not provide a forwarding address and the U.S. Post Office cannot furnish a forwarding address, the amount may be presumed to be abandoned and subject to the Uniform Unclaimed Property Act after the lapse of one year.
- 16.4. OVERTIME CHARGES. When a customer requests service during overtime periods, additional charges will apply as described on Exhibit A. Overtime periods include Sundays and the following holidays: New Year's Day, Labor Day, President's Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas Day. When a holiday listed above falls on Sunday, it will be observed on the following Monday. When a holiday listed above falls on Saturday, the preceding Friday shall be the legal holiday. Time is to be recorded to the nearest increment of 15 minutes, from the

time the Company's vehicle is dispatched from the terminal until the time it returns to the terminal. No additional charge will be assessed to customers for overtime or holiday work performed solely for the Company's convenience.

16.5. OFF-CURB CHARGES. Except for service provided to the infirm or handicapped, additional charges shall be assessed according to Exhibit A if Cans or Units are to be loaded by the Company and if the Cans or Units are not placed at the curb, in the alley, or points where the Company's vehicle can be driven within five feet of the Cans or Units on improved access roads commonly available for public use. Driveway s are not considered improved access roads commonly available for public use.

Note: The Company may elect to drive in and the charge will be limited to one Can. If cans are carried over 125 feet but are safely accessible to Company's vehicle, the drive-in charge will apply.

- 16.6. RESIDENTIAL RATES. Residential monthly rates shall apply to the Solid Waste collection service, Curbside Recycling service, and/or Yard Waste Collection service for residential property. This includes single family dwellings, duplexes, apartments, mobile homes and courts, condominiums, etc., where service is billed directly to the occupant of each residential unit. Customers may be charged for service requested even if fewer units are serviced on a particular trip.
- 16.7. COMMERCIAL RATES. Commercial rates apply to commercial businesses. They also apply to duplexes, apartments, mobile home and courts, condominiums, etc., where service is billed to and paid by the residential property owner or manager. Customers will be charged for service ordered, even if fewer units are serviced or containers are less than full on a particular day.
- 16.8. TRUCK AND DRIVER TIME CHARGES. Time is charged as described in Exhibit A: when customers order single, special or emergency pickup; for material requiring special equipment, precautions, or disposal; for special trips to collect loose and bulky material; for material that must be taken to a special site for disposal; and when a truck must wait at or return to the customer's site due to no fault on the part of the Company. Time shall be recorded and charged from the time the vehicles leave the Company's terminal until return to the terminal, excluding interruptions. Time is to be recorded to the nearest increment of 15 minutes.
- 16.9. ADDITIONAL CHARGES FOR OVER-WEIGHT CONTAINERS, DRIP BOXES AND COMPACTORS. When the maximum net weight allowance is exceeded as stated in the following table, an additional charge per occurrence will be assessed to the customer as described in Exhibit A. Charges will only be assessed if the material is transported.

Maximum Net Weight Allowance for Containers, Drop Boxes, and Compactors

Service Type	Single Rear Axle	Tandem Rear Axle
Drop Boxes & Compactors	10,000 lbs. per load	20,000 lbs. per load
Containers	250 lbs. per cubic yard	250 lbs. per cubic yard

16.10 MATERIALS REQUIRING SPECIAL TESTING AND/OR ANALYSIS. When the Company or disposal facility determines that testing and/or analysis of solid waste is required to determine whether dangerous or prohibited substances are present, the actual cost for such testing and/or analysis will be paid by the customer.

## Section 17. RATE AND RATE ADJUSTMENTS.

- 17.1. <u>Base Rates.</u> As compensation for its service hereunder, the Company shall be paid the Base Rates. The Base Rates shall be adjusted on and after March 1, 2010, during the Agreement Term as provided in Sections 17.3, 17.5, and 17.8, and shall be adjusted from time to time, as provided in Sections 17.4, 17.6, and 17.7. The Base Rates shall not be adjusted before March 1, 2010. Adjustments to Base Rates under Sections 17.3, 17.4, 17.5, 17.6, 17.7, and 17.8 shall be calculated in accordance with Exhibit B and Schedules 1-4 as indicated, attached hereto and incorporated herein by this reference.
- 17.2. <u>Annual Adjustment.</u> By December 31 of each year, the Company shall advise the City of any required adjustment in the Base Rates under Sections 17.3, 17.5, 17.6, 17.7, and 17.8 to be effective on March 1 of the following year and the basis for such adjustment. Also, upon request of the City, the Company shall promptly provide the City with documentation supporting such adjustment to the Base Rates. Within 30 days after the Company provides notice of a required adjustment, the City and the Company shall agree upon such adjustment to the Base Rates. If the City and the Company cannot agree upon the adjustment to the Base Rates within such time period, the determination shall be made in accordance with Section 17.9.
- 17.3. <u>CPI Increase</u>. The Base Rates shall be adjusted by 70% of the percentage increase if any in the Index as follows:
  - 17.3.1. If the Index reports as of an Adjustment Date have increased over the Index reported for June 30 of the preceding year, each of the Base Rates shall be increased by multiplying each of the Base Rates by 70% of a fraction, the numerator of which is the Index published as of the Adjustment Date and the denominator of which is the Index reported for June 30 of the preceding year (AR = BR x .7 (ACPI. BCPI), in which "AR" is the Adjusted Rate, "BR", is the Base Rate, "ACPI" is the Index reported as of the Adjustment Date, and "BCPI" is the Index reported for June 30 of the preceding year).
  - 17.3.2. If the Index is changed so that the base year differs from that used for the date of this Agreement, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, and, thereafter, such converted Index shall be used.

- 17.3.3. The increase under this Section 17.3 shall not be made automatically each year to the Base Rates in effect at the time of the adjustment and shall be effective on March 1 of the year after the year of the Adjustment Date unless the Company elects, in writing, to defer an increase until the following year. The first such increase shall be effective no earlier than March 1, 2010. Under no circumstances shall the increase in the Base Rates under this Section 17.3 in any year be more than 5% unless upon agreement with the City, the Company has deferred an increase from the preceding year. When the Company elects to realize an agreed-upon deferred increase to Base Rates under this Section 17.3 (on and after March 1, 2010) the applicable percentage increase in the Index for the year in which an increase in Base Rates was deferred shall be added to the percentage change in the Index for the following year to determine the adjustment to the Base Rates.
- 17.3.4. The Company shall provide notice to its customers of any change to its Base Rates and shall pay for the publication of notice of the change in Base Rates in the City's official newspaper as provided in RCW 35A.21.152. Section 17.3.4 notwithstanding, the Company is not obligated to pay for the Publication of the Agreement or the publication of any amendment to the Agreement.
- 17.4. <u>City Rate Control.</u> In the management of solid waste activities, the City may determine to increase or decrease rates for various customer classes or types of service. Such determination shall be a discretionary act of the City, but will be taken only following consultation with the Company. The Company may make a request to the City during times of extraordinary costs as may be associated with fuel prices to request a temporary surcharge. Such determination, in addition to the length of a surcharge, if granted, shall be a discretionary act of the City, and may be reviewed and rescinded by the Council at any time. Temporary surcharges may not be a consideration in the overall gross revenues for purposes of recovery under this section and section 17.7 of the Company. The Company understands that the City's determination regarding service and rates may be influenced by public health, safety and welfare law and police regulation, including policies to encourage waste reduction and recycling. If the City's rate determination diminishes the gross revenues of the Company under this Agreement, the Company shall be entitled to recover such revenues in accordance with Section 17.7.
- 17.5. <u>City Agreement Administrative Fee.</u> The City and the Company agree that the Base Rates include all of the City Agreement Administration Fees.
- 17.6. Rate Adjustment for Changes in Disposal Fees. Adjustments to the Base Rates made under this Section 17.6 shall be made after the adjustment under Section 17.8 due to the fact that the rates used from other areas in Pierce County for comparison under Section 17.8 will not yet reflect any adjustment for a disposal fee rate change. If the Company or the City receives notice of any change in the rates for disposal of Solid Waste at the Designated Disposal Site, it shall notify the other party in writing of such change as soon as possible. If the disposal fees which are charged to the

Company to dispose of the City's Solid Waste at the Designated Disposal Site are increased or decreased at any time, the Base Rates charged by the Company hereunder shall be charged in accordance with this Agreement. Such change shall be sufficient to reflect and pass through any such disposal rate change and be effective on the same date the revised disposal rate takes effect. However, if the rate change is not effective on such date, (a) such increase shall be sufficient to compensate the Company fully for the disposal fees it is required to pay before the effective date of the change to the Base Rates and (b) such decrease shall be sufficient to enable customers to fully recoup the Company's increased revenues or decreased expenses from reductions in disposal fees. Upon the occurrence of a disposal fee change, the Company shall advise the City of the proposed increase or decrease in the Base Rates and, upon request of the City, will provide the City with documentation supporting the change in the Base Rates under this Section 17.6. The City and the Company shall promptly agree on the amount of the adjustment. If the City and the Company are unable to agree, the amount of the adjustment shall be resolved under Section 17.9.

- 17.7. Rate Adjustment for Changes to Designated Disposal Site and Laws. Adjustments to Base Rates made under this Section 17.7 shall not be subject to the Section 17.8 Automatic Rate Ceiling except upon mutual agreement of the City and the Company. The Base Rates shall be adjusted if the Company, at any time, has increased or reduced expenses or revenues for collection, transportation, labor, administrative, disposition and/or operations costs as a result of any of the following:
  - 17.7.1. A change in the location of the Designated Disposal Site after the Agreement Date, the refusal of the Designated Disposal Site to accept Solid Waste or other unavailability of the Designated Disposal Site for Solid Waste;
  - 17.7.2. Any change in collection, treatment or processing requirements for Solid Waste, Recyclable Materials or Yard Waste before disposal or marketing by action of the City of any federal, state, county, or local government or agency; or
  - 17.7.3. Any other action of the City or any federal, state, or local agency, including but not limited to any additional taxes or fees payable by the Company to the City or any federal, state, county, or local government or agency or a change in the provisions of Recycling Ordinances.

If any such event occurs, the Company shall promptly, and no later than within 30 days, notify the City of the amount of the required increase or decrease in Base Rates. Such change shall be sufficient to reflect fully any increased or reduced expenses or revenues and shall be effective on the same date as the expense or revenue increase or decrease. However, if the rate change is not effective on such date, (a) such increase shall be sufficient to compensate the Company fully for the increase in expenses or reduction in revenues before the effective date of the change to the Base Rates and (b) such decrease shall be sufficient to enable customers to recoup fully the Company's increased revenues

or decreased expenses. Upon request, the Company shall provide the City with documentation supporting any required increase in Base Rates under this Section 17.7. The City and the Company shall promptly agree on the amount of the adjustment. If the City and the Company are unable to agree, the amount of the adjustments shall be resolved under Section 17.9.

- 17.8 Automatic Rate Ceiling. The then effective rates charged to customers for services, similar to those provided by the Company under this Agreement, in the areas in Pierce County, listed on Schedules 1 through 4, shall be surveyed prior to any annual adjustment under Section 17.3 of this Agreement. The attached Schedules 1 through 4 shall provide a comparison survey for a sample of the rates charged under this Agreement. The rates used under this Section 17.8 for the comparison areas in Schedules 1 through 4 shall be the rates effective in such areas immediately prior to the effective date for the annual adjustment under Section 17.3 of this Agreement. The Base Rates adjusted in accordance with Section 17.3 (Adjusted Rates) shall be used for the Company's Proposed Rates in Schedules 1 through 4. If it is then determined that in any one of Schedules 1 through 4 the Companies' Weighted Composite Rate exceeds the Pierce County Average Weighted Composite Rate, only the Adjusted Rates regulated by the Schedule shall be reduced until the Companies' Weighted Composite Rate for that Schedule is equal to or less than the Pierce County Average Weighted Composite Rate. Each Scheduled of Schedules 1 through 4 shall be evaluated independently of the other and if found necessary, all the Company's Adjusted Rates that each such Schedule covers shall be reduced until the Company's Weighted Composite Rate for that Schedule is equal to or below the Pierce County Average Weighted Composite Rate. Adjustments to the Base Rates under Sections 17.4, 17.5, 17.6 and 17.7 shall be made after the any adjustment to the Base Rates required by this Section 17.8.
- 17.9 Arbitration. If the City and the Company are at any time unable to agree on any adjustments to the Base Rates under this Section 17, the parties shall agree upon an individual who is experienced in solid waste handling and rate issues and is disinterested to act as an arbitrator. If the parties cannot agree on one arbitrator, each of the parties shall name an individual who is experienced in solid waste handling and rate issues to act as arbitrator and who may be interested in the outcome of the dispute, and the two such individuals so named shall thereafter name a third individual (the "neutral arbitrator") who is experienced in solid waste handling and rate issues and is disinterested. The three arbitrators shall then become a board of arbitration. The arbitrators appointed by the parties may advocate before the neutral arbitrator. The individual arbitrator agreed upon or the board, as the case may be, shall afford both the City and the Company an opportunity to present its views on rates to be charged, and thereafter the individual arbitrator or board shall, in private session, consider the arguments and any other facts or conditions or arguments it deems appropriate, and the decision of the individual arbitrator or agreement of any two of the arbitrators on the board shall constitute the decision of the arbitrators hereunder, which decision as to Base Rates to be charged shall be final, conclusive and binding upon the parties. Each party shall bear its own costs of arbitration and share equally in the costs and fees of the individual or neutral arbitrator.

## Section 18. CITY AGREEMENT ADMINSITRATION FEE.

- 18.1. To compensate the City for the exclusive rights granted in this Agreement and to assist in deferring the cost incurred by the City in the administration of this Agreement, the Company shall pay to the City no later than 15 days after the end of each calendar quarter (quarters ending at the end of March, June, September, and December) a City Agreement Administration Fee equal to five percent (5%) of the gross revenues actually received by the Company from customers derived from the Base Rates. The City Agreement Administration Fee shall be calculated in accordance with Exhibit B and shall be applied to Base Rates in accordance with this Agreement.
- 18.2. In the event any payment is not received within forty-five (45) days from the end of the calendar quarter, the Company shall pay, in addition to the payment or sum due, interest from the due date at an interest rate of 1% per month, beginning on the forty-sixth (46<sup>th</sup>) day after the end of the calendar quarter and continuing every day thereafter until the seventy-sixth (76<sup>th</sup>) day after the end of the calendar quarter, or until payment is made, whichever is earlier. If any payment is not received within seventy-six (76) days after the end of the end of the calendar quarter, the Company shall be assessed a late fee in the additional amount of two hundred dollars (\$200.00) per day, beginning on the seventy-sixth (76<sup>th</sup>) day after the end of the calendar quarter and continuing every day thereafter until paid.
- 18.3. The Company acknowledges the substantial value of this Agreement and understands that the City Agreement Administration Fee will be considered an operating expense, which, as and to the extent provided in this Agreement, may be included in the Base Rates and will not be identified as a separate charge on any customer billings.
- 18.4. Nothing in this Agreement precludes the City's exercise of taxing authority, including but not limited to the imposition on the Company of a utility tax, business and occupation tax, and other levy or excise for general government. The Company retains the right to include such taxes in customer rates and charges.
- Section 19. CITY-OPERATED FACILITIES. The Company, at no additional cost to the City, shall remove and dispose of Solid Waste, Recyclable Materials and Yard Waste resulting from normal City operations from buildings used by the City for its administrative and governmental functions, which Solid Waste, Recyclable Materials and Yard Waste are placed in cans or containers supplied by the City or the Company and conveniently located for collection. Such services shall also cover street and park containers.

## Section 20. SPECIAL COLLECTION EVENTS.

- 20.1. The Company shall cooperate with the City in designing and implementing City-sponsored collection events. The City and the Company shall confer regarding the terms and conditions of such events.
- 20.2. The City and the Company shall jointly design and implement additional collection events, including the annual Spring Clean-UP, Fall Clean-UP, Spring Yard Waste Pick-UP, and Fall Yard Waste Pick-UP. These events are for the disposal of items not included in the normal collection services provided for in this Agreement. The material types and quantities eligible for these future special collection events and other details and conditions of these events shall be jointly discussed and agreed to by the Company and the City after considering the best interests of the City and its residents and the costs to the Company and the City of the event. Public information for these events shall be a shared responsibility of the City and the Company. The City will provide space in its newsletter at no cost to assist in publicizing these events and will assist the Company in staffing appropriate sites (i.e., drop-off sites). The Company shall not seek reimbursement for any cost it incurs from the planning and implementation of the annual Spring Clean-UP, Fall Clean-UP, Spring Yard Waste Pick-UP, and Fall Yard Waste Pick-UP.
- Section 21. COMPANY PLANNING ASSISTANCE. The Company shall, upon request and without additional cost, make available either to the City or the property owner, planning assistance on new construction or major remodeling of buildings and structures within City limits with respect to the design and planning of garbage and recycling removal facilities and their location upon the site of the proposed construction or remodeling project.
- Section 22. DISRUPTION DUE TO CONSTRUCTION. 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 may direct. Such construction may for a time prevent the Company from traveling its accustomed route or routes for collection. The Company shall continue to collect Solid Waste, Recyclable Materials, and Yard Waste to the same extent as though no interference existed upon the streets or alleys normally traversed, unless the Company cannot obtain reasonable access to a customer, in which case the Company shall make arrangement as soon as reasonably possible during normal business hours to collect such customer's Solid Waste, Recyclable Materials, and Yard Waste. This shall be accomplished at no extra expense to the City or customers.
- Section 23. SAFEGUARDING PUBLIC AND PRIVATE FACILITIES. The Company shall use good faith efforts to protect all public and private facilities and utilities whether located on public or private property, including street curbs. If such facilities, utilities or curbs are damaged by the Company's operations, the Company shall promptly notify the City of the damage, or if the City is the first to receive notice thereof, the City shall promptly notify the Company of the damage. The Company shall repair or replace the damaged property to its condition before such damage. If the Company fails

to do so within 30 days after receiving notice of the damage, the City may undertake such repairs or replacement and bill the cost to the Company.

Section 24. AUDITS AND RECORDKEEPING. The Company shall at all times cooperate with the City in providing all information relating to its services hereunder. The Company shall keep records of the Solid Waste, Recyclable Materials, and Yard Waste volume collected hereunder and the Company's revenues therefrom. The City shall have the right to reasonable access to such records during the Company's office hours and to audit those records by a City staff member or a City-designated auditor, at the expense of the City, no more than annually during the Agreement Term. The Company will only be required to retain these records for seven years. Accounting records of the Company shall utilize the system prescribed by the WUTC known as the "Uniform System of Accounts for Class A Garbage and Refuse Collection Companies" or a similar type approved by the WUTC. All such records are proprietary property of the Company, and the City shall hold all information from such records delivered to the City in strictest confidence and shall not disclose such information except to the extent reasonable as required by applicable laws without the prior written consent of the Company. The Company hereby indemnifies and holds harmless the City from all costs, expense and liability, including attorney fees, that may arise from the City's nondisclosure of such information because of the Company's failure to give its written consent for disclosure.

## Section 25. INDEMNIFICATION.

- 25.1. The Company's Indemnification of the City. Except as expressly otherwise provided in this section, the Company shall at all times during the term of this Agreement indemnify, hold harmless and defend the City's elected officials, officers, employees, agents, and representatives, from and against any and all claims as that term is defined in Section 25.2. The indemnity provided in this section shall not apply to losses primarily and directly caused by the active (as opposed to passive) negligence of the City or its agents or employees; and to claims arising from activities of the City, itself, collecting and transporting Recyclable Materials or waste originating in its boundaries; to claims against the City resulting from its enactment or enforcement of a flow control ordinance governing the disposal of Recyclable Materials or other waste; or to claims arising from environmental liability at the Designated Disposal Site or at any site to which the Company delivers Yard Waste in accordance with this Agreement. Except as otherwise provided in the previous sentence, it is the intention of the parties that the Company's indemnification apply to claims arising from the concurrent negligence of the City and the Company or their respective agents, employees or subcontractors.
- 25.2. <u>Claims Subject to Indemnification.</u> The term "claims" as used in this section means all claims, lawsuits, causes of action, damages, penalties, charges, costs, expenses, judgments, losses, liabilities of any character or kind, including attorney fees (including those fees incurred to establish the City's right to indemnification) and other legal actions and proceedings of any nature, whether or not asserted in a judicial

forum, including but not limited to claims involving bodily or personal injury or death of any person or damage to any property (including but not limited to persons employed by the City, the Company or any other person and all property owned or claimed by the City, the Company, any affiliate of the Company or any other person) in any way connected with:

- 25.2.1. The performance or nonperformance of any provision or requirement of this Agreement by the Company, its officers, employees, subcontractors, agents or servants;
- 25.2.2. Any act or omission of the Company, its officers, employees, subcontractors, agents or servants at any facilities (other than any Designated Disposal Site or any site to which the Company delivers Yard Waste in accordance with this Agreement) or involving any equipment used in connection with this Agreement;
- 25.2.3. The failure of the Company, its agents or servants to comply in any respect with applicable legal requirements; or
- 25.2.4. Any release(s) or emission(s) or threatened release(s) or emission(s) of nonrecyclable waste or otherwise by any person(s) at, onto, into, above, under, through or from any of the equipment used in connection with this Agreement except in accordance with applicable laws; or
- 25.2.5. Any dispute regarding the boundaries of the Franchise Area, as described in Section 3.4 of this Agreement.
- 25.3. <u>City Liability to the Company.</u> The City shall not be liable to the Company for, and the Company hereby releases the City from all liability for, any injuries, damages or destruction to all or a part of any property owned or claimed by the Company that directly or indirectly results from, arises from or is related to the Company's rights or obligations under this Agreement, unless that liability as between the City and the Company arises from the negligence or intentional acts of the City or its agents or employees.
- 25.4. Notice to the Company; Defense. If an action is brought against the City for which indemnity may be sought against the Company, the City shall promptly notify the Company in writing. The Company shall have the right to assume the investigation and defense of any such action, including the employment of counsel and the payment of all expenses. On demand of the City, the Company shall at its own cost and expense defend and provide qualified attorneys acceptable to the City under a service agreement acceptable to the City to defend the City or its officers, employees, agents and servants against any claim in any way connected with the events described herein. The City shall fully cooperate with the Company in its defense of the City, including consenting to all reasonable affirmative defenses and counterclaims asserted on behalf of the City. The City may employ separate counsel and participate in the investigation and

defense, but the City shall pay the fees and costs of that counsel unless the Company has agreed otherwise. The Company shall control the defense of claims (including the assertion of counterclaims) against which it is providing indemnity under this section, and if the City employs separate counsel, the City shall assert all defenses and counterclaims reasonably available to it.

- 25.5. <u>Applicability of RCW 4.24.115.</u> If a court of competent jurisdiction determines that this Agreement is subject to RCW 4.24.115, the Company's obligation to indemnify the City for liability for damages arising from bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of the Company and the City shall be limited to the Company's negligence.
- 25.6. <u>Indemnification for Claims of the Company's Employees.</u> It is further specifically and expressly understood that the indemnification provided in this section extends to suits against the City for injuries sustained by any person directly or indirectly employed by the Company. However, the City shall assert in any claim made by a person employed by the Company that the employee's remedy is limited to that provided under applicable workers' compensation statutes.
- 25.7. <u>Royalties; License Fees; Patents.</u> The Company shall pay all royalties and license fees, shall defend all suits or claims or any patent infringements that may occur in the Company's performance of this Agreement, and shall hold the City harmless from any loss on account thereof.
- 25.8. <u>No Indemnity Waiver.</u> The Company hereby expressly agrees that any immunity that may be granted to the Company under the Washington State Industrial Insurance Act, Title 51 RCW, as amended or recodified, shall not be construed by the Company as a release from its obligation to indemnify the City under this section. The parties do not under this section waive or surrender any indemnity available under any applicable federal, regional, state or local law. This Section 25.8 shall survive termination or expiration of this Agreement.

## Section 26. INSURANCE.

26.1. <u>General Requirements.</u> The Company, at its own expense, shall file and maintain with the City a Certificate of Insurance evidencing general commercial liability insurance coverage (including all of the coverages set forth below). This Certificate of Insurance shall be subject to approval by the City as to company, terms, and coverages. All insurance shall be written on an occurrence basis.

That liability insurance shall name the City of University Place as an additional insured thereunder and must fully protect the City from any and all claims and risks and losses in connection with any acts or omissions by the Company in the performance of this Agreement, to the full extent of coverage afforded to the Company.

That liability insurance must be maintained in full force and effect throughout the Agreement Term and extensions thereof, at the Company's sole expense, for liability for property damage, bodily injury or other personal injury that may occur in connection with activities or omissions by the Company in the performance of this Agreement. The City shall be given 30 calendar days' prior written notice, by certified mail, of any cancellation, lapse, reduction, or material modifications of that insurance.

26.2. <u>Coverages of Liability Policy.</u> The liability insurance policy and/or an endorsement thereto, as evidenced by the Certificate of Insurance, shall provide the following minimum coverages and limits and contain the following provisions:

Bodily Injury
Employees as Additional Insureds
Premises/Operations Liability (M&C)
Owners and the Company's Protective Liability
Products and Completed Operations Liability
Blanket Contractual Liability
Broad Form Property Damage Liability (including completed operations)
Personal Injury with no employee exclusion
Stop Gap or Employers' Contingent Liability
Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles
Explosion Collapse, Underground Damage (X.C.U.)

- 26.3. <u>Minimum Limits.</u> All coverages shall be, at a minimum, \$2 million per occurrence, provided that coverage in this stated amount shall not be construed to relieve the Company from liability in excess of such limits. The City shall not be deemed or construed to have assessed the risks that may be applicable to the Company under this Agreement. The Company shall assess its own risk and, if it deems appropriate and prudent, maintain greater limits.
- 26.4. <u>Required Endorsements.</u> The following language must appear in all applicable policies and on the Certificate of Insurance:

## Standard Coverages:

Extended Bodily Injury
Employees as Additional Insureds
Premises/Operations Liability (M&C)
Owners and the Company's Protective Liability
Products and Completed Operations Liability
Blanket Contractual Liability
Broad Form Property Damage Liability (include completed operations)
Personal Injury coverage A, B, and C, with no employee exclusion
Stop Gap or Employers' Contingent Liability

Automobile Liability, including coverage for owned, nonowned, leased or hired vehicles

Standard Limits: \$2,000,000 per occurrence

Endorsement for Additional Insureds:

The City of University Place is named as an additional insured for all coverages provided by this policy of insurance and shall be fully and completely protected to the full extent of coverage of the policy from all claims and risks by this policy and for any and every injury, death, damages and/or loss of any sort whatsoever, including consequential damages sustained by any persons, organization, or corporation in connection with any activity performed by the Company under the provisions of the Agreement entitled Agreement Between the City of University Place, Washington, and University Place Refuse Service, Inc., for Collection and Disposition of Solid Waste, Recyclable Materials, and Yard Waste. The coverage shall contain no special limitations on the scope of protection afforded to the City (as defined in the Agreement), its officials, employees, or volunteers.

The coverages provided by this policy to the City or any other named insured shall not be terminated, lapse, be reduced or otherwise be modified in any respect without the insurer's providing at least 30 calendar days' prior written notice by certified mail to the City Manager, the City of University Place, City Hall, University Place, Washington 98466.

The coverages provided by this policy shall be primary to any insurance maintained by the City of University Place with respect to claims arising from the Company's performance of the above-referenced Agreement and covered by the Company's obligations and indemnification to the City under that Agreement. Any insurance or self-insurance maintained by those entities, their officials, employees or volunteers shall be in excess of the Company's insurance and shall not contribute with it.

26.5. <u>ACORD Form.</u> If an "ACORD" form of Certificate of Insurance is provided to the City pursuant to this section, it must be modified in the following manner:

The following wording at the top of the ACORD Form shall be deleted in its entirety: "This Certificate is issued as a matter of information only and confers no right upon the certificate holder."

Wording at the bottom of the ACORD Form states, "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail \_\_\_\_\_ days written notice to the below Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company," shall be changed to read: "Should any of the above-described policies be canceled, lapse, or be reduced as to coverage before the expiration date thereof, the issuing company shall

mail 30 calendar days' prior written notice to the below-named Certificate Holder and Additional Insured, the City of University Place, by certified mail."

- 26.6. <u>Compliance Required.</u> Notwithstanding any provision in this Agreement to the contrary, failure of the Company to maintain any and all of the terms of the foregoing insurance provisions shall be considered a material breach of this Agreement and shall be cause for its termination at any time at the option of the City.
- **Section 27. MODIFICATION.** This Agreement constitutes the entire Agreement and understanding between the parties hereto. This Agreement shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.
- **Section 28. INTERPRETATION.** If provisions in this Agreement and any referenced WUTC rule or regulation are inconsistent, the provisions of this Agreement shall govern. The City and the Company agree that Memoranda of Understanding may be drafted and agreed to from time to time by the City and the Company and attached to this Agreement for clarity and the understanding of future parties.

## Section 29. ASSIGNMENT.

## 29.1. Assignment; Subcontracting; Delegation of Duties.

- 29.1.1. The City entered into this Agreement with the Company in consideration of the Company's size, limited service area and unique presence in the community. Except for subcontracting identified in this Agreement, the Company shall not assign or subcontract any of the work or delegate any of its duties under this Agreement without the prior written approval of the City.
- 29.1.2. When requested, approval by the City of a subcontract or assignments shall not be unreasonably withheld. However, the City may, in its discretion reduce the remaining Agreement term to 5 years after the effective date of any assignment of this Agreement, but in no event shall the Agreement Term extend beyond December 31, 2025 without further agreement of the parties.
- 29.1.3. In the event of an assignment, subcontracting or delegation of duties, the Company shall remain responsible for the full and faithful performance of this Agreement, and the assignee, subcontractor, other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to complete fully and faithfully the work or responsibility undertaken or other security acceptable to the City.

## 29.2. Change in Control.

- Any change in control or the transfer of a controlling 29.2.1. interest in the beneficial ownership of the Company shall constitute a default under the terms of this Agreement, unless the City consents to that transfer. "The transfer of a controlling interest of the Company" shall include, but is not limited to, the transfer of more than 50% of the voting stock or the beneficial ownership of the Company to or from a single entity, unless the City, at the Company's request, approves that transfer in writing. However, intracompany transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Company, or transfers to corporations, limited partnerships or any other entity owned or controlled by the Company as of the date of this Agreement, shall not be construed as the transfer of a controlling interest of the Company. If the City determines that the new ownership can adequately and faithfully render the service required in this Agreement for the remainder of the Agreement Term and has the same commitment to the community as does the Company, the City may elect to execute a novation, allowing the new ownership to assume the rights and duties of this Agreement and releasing the previous ownership of all obligation and liability. The new ownership would then be solely liable for any work and/or claims related to this Agreement.
- 29.2.2. The term "transfer" includes a sale, merger, or change in ownership by operation of law, the issuance of new shares, or conversion of shares without voting rights to voting shares. "Voting stock" means the shares entitled to vote for election of the directors of the corporation.
- 29.2.3. Notwithstanding the requirements above in this Section 29, the Company shall have the right to transfer interests in the beneficial ownership of the Company, and/or to assign this Agreement without City's consent so long as the Company (and/or its transferee or assignee) remains controlled 51% or more, directly or indirectly, by University Place Refuse Service, Inc.
- 29.2.4. For purposes of this subsection 29.2, control by University Place Refuse Service, Inc., means control directly or indirectly by any or all of:
- (a) Those natural persons who currently control University Place Refuse Service, Inc. as of December 31, 2009;
- (b) Spouses or surviving spouses of those persons described in subsection 29.2.1;
- (c) Lineal descendants of those persons described in subsection 29.2.1 (adopted children shall be deemed lineal descendants for purposes of this section);
- (d) A trust, estate, corporation, limited partnership, limited liability company, voting trust or other entity controlled by, or the beneficiaries,

shareholders or members of which are persons described in subsection 29.2.4(a)-(c), above; or

- (e) A corporate trustee designated to act in a fiduciary capacity for the estate or trust of any of the persons described in subsection 29.2.4 (a) –(c), above.
- 29.3. <u>Binding Effect.</u> This Agreement shall be binding on any and all successors or assignees of the Company or the City, in accordance with this Section 29.
- **Section 30. COMPLIANCE WITH LAWS.** The Company shall conduct operations under this Agreement in compliance with all applicable legal requirements. The Company shall obtain and pay for any permits, taxes and/or licenses required by the City or any other governmental authority for the performance of this Agreement.

## Section 31. EXCLUSIVE RIGHT.

- 31.1. The City grants the Company the exclusive right to collect, haul and transport all Solid Waste, Recyclable Materials, and Yard Waste generated within the area of the City described in Section 3.4 of this Agreement.
  - 31.2. This Agreement does not apply to:
  - 31.2.1. Solid Waste, Recyclable Materials or Yard Waste self-hauled by the generator;
  - 31.2.2. Recyclable Materials hauled by owners of privately operated recycling centers;
  - 31.2.3. Construction/demolition waste hauled by self-haulers or demolition contractors from a project on which they are providing demolition services in the normal course of their business; or
  - 31.2.4. Yard waste generated and self-hauled by private landscaping services from a landscaping project on which they are working.
- 31.3. The parties agree to cooperate in the enforcement of the provisions of this Agreement and the City's authority to regulate a system of solid waste handling.
- Section 32. FORCE MAJEURE. Neither the City nor the Company will be liable for failure to perform its obligations under this Agreement and such failure shall not be a default under this Agreement when the failure is due to fire, flood, storms, epidemics, earthquakes, volcanic eruptions, war, riot, insurrection, governmental restraint, labor disturbances against entities other than the Company, unavailability of a disposal site or any other causes of any nature that could not be controlled or prevented by the party failing to perform which make this Agreement impossible to perform. In any such case, the party claiming the benefit of this provision shall use due diligence to

remove any such causes and to resume performance under the Agreement as soon as is feasible.

# Section 33. DEFAULTS; FAILURE TO PERFORM CONTRACTUAL OBLIGATIONS.

- 33.1. Company Defaults Involving Disposal. If the Company is notified that it has violated the provisions of this Agreement relating to the disposal of Solid Waste, the Company shall, to the extent it disposed of such Solid Waste, immediately upon receipt of notice from the City, take steps to remedy the violation and to prevent further violations. Such action may include removing such Solid Waste and disposing of it at an approved facility. The Company shall indemnify and hold the City harmless for the cost of (a) any cleanup of a disposal site, required pursuant to state or federal law, when the Company has disposed of Solid Waste at such site in violation of this Agreement; and (b) the removal and/or disposal of any Solid Waste disposed of by the Company in a location that is not authorized under this Agreement.
- 33.2. <u>Other Company Defaults.</u> The Company shall be in default of this Agreement if it violates any provision of this Agreement. In addition to any rights set forth elsewhere in this Agreement, the City reserves the right to declare the Company to be in default of this Agreement if:
  - 33.2.1. The Company fails to commence collection or fails to provide a substantial portion of service under this Agreement for more than five business days after performance is due;
  - 33.2.2. The Company fails to obtain and maintain any permit required by the City or any federal, state or other regulatory body in order to perform the services required under this Agreement and as a result, the Company is prohibited from performing its obligations under this Agreement; or
  - 33.2.3. The Company is in such noncompliance with this Agreement that it creates a serious hazard to public health or safety.

In the event of default, other than a default described in subsections 33.2.1, .2 or .3, the City shall give the Company 45 calendar days' written notice of its intent to exercise its rights under Section 33.3, stating the reasons for such action. With respect to a default described in subsections 33.2.1, .2 or.3, the City shall give the Company 48 hours' written notice of its intent to exercise its rights under Section 33.3, stating the reasons for such action. If the Company cures the stated reason within the applicable cure period or if the Company initiates efforts satisfactory to the City to remedy the stated reason and the efforts continue in good faith, the City shall not exercise its rights under Section 33.3 for the particular incident. If the Company fails to cure the stated reason within the applicable cure period, or if the Company does not undertake efforts satisfactory

to the City to remedy the stated reason, the City may, without impairing any of its rights hereunder, exercise its rights under Section 33.3.

- 33.3 <u>City Remedies.</u> If the Company is in default under this Agreement, and after any cure period, the City may pursue any or all of the following:
  - (i) Terminate this Agreement by written notice and order the Company to discontinue further service;
  - (ii) Be released from its obligations under this Agreement and use any other method or person to perform those services;
    - (iii) Seek the judicial remedy of specific performance; and
    - (iv) Pursue any other remedy available at law or equity.
- 33.4. Company Right to Terminate. If the City fails to comply with this Agreement and fails to cure such breach within 45 days after written notice thereof from the Company (or if the default cannot reasonably be cured within 45 days, then if the City fails to commence to cure the default within such 45 days and fails to diligently and in good faith continue to cure the default within a reasonable period thereafter), then the Company may, without impairing any other of its rights hereunder, terminate this Agreement by written notice at any time after such 45 day period (or extended period).
- 33.5. <u>Right to Require Performance</u>. The failure of either party at any time to require performance by the other of any provisions hereof shall in no way affect the right of that party thereafter to enforce the same. Waiver by a party of any breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- **Section 34. NOTICES.** All notices required under this Agreement shall be personally delivered, sent by confirmed facsimile transmission or mailed by certified or registered mail, postage prepaid, as follows:

If to the Company, address to: University Place Reuse Service, Inc.

2815 Rochester

University Place, Washington 98466

Attn: Roger Gruener

If to the City, address to: City of University Place

3715 Bridgeport Way West

University Place, Washington 98466

Attn: City Manager

Or to such other address as any party shall specify by written notice so given. Notices shall be deemed to have been given and received as of the date personally delivered or

received by confirmed facsimile transmission or three business days after deposit in the U.S. Mail.

- **Section 35. ENFORCEMENT OF AGREEMENT.** If either party shall bring any action to interpret or enforce any provision of this Agreement, the losing party shall pay the successful party a reasonable sum for attorney fees and costs actually incurred, including those related to any appeal.
- **Section 36. RELATIONSHIP OF PARTIES.** The City and the Company intend that an independent City/Company relationship be created by this Agreement. Responsibility for the implementation of services lies solely with the Company. No agent, employee, servant or representative of the Company shall be deemed to be an employee, agent, servant, or representative of the City.
- Section 37. GOVERNING LAW; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action brought under this Agreement shall be in Pierce County, Washington
- **Section 38. SEVERABILITY.** If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
- **Section 39. NO THIRD-PARTY BENEFICIARIES.** This Agreement is entered into by the City in its governmental capacity and is not intended nor does it create any third-party beneficiary or other rights in any private person.
- **Section 40. EXECUTION/AGREEMENT DATE.** This Agreement is effective on the Agreement Date and is executed on the date(s) shown below.

CITY OF UNIVERSITY PLACE

Robert W. Jean
City Manager

Approved as to Form:

Date

UNIVERSITY PLACE REFUSE SERVICES, INC.

Roger Gruener
President

Date

AN AGREEMENT BETWEEN THE CITY OF UNIVERSITY PLACE, WASHINGTON, AND HAROLD LEMAY ENTERIRPISES, INC., GRANTING HAROLD LEMAY ENTERPRISES, INC. DBA LAKEWOOD REFUSE SERVICE A NEW FRANCHISE THROUGH DECEMBER 31, 2025 FOR COLLECTION AND DISPOSITION OF SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE, REVOKING THE PRIOR FRANCHISE AGREEMENT BETWEEN THE PARTIES.

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AN AGREEMENT BETWEEN THE CITY OF UNIVERSITY PLACE, WASHINGTON, AND HAROLD LEMAY ENTERPRISES, INC. DBA LAKEWOOD REFUSE SERVICE, GRANTING HAROLD LEMAY ENTERPRISES, INC. A NEW FRANCHISE THROUGH DECEMBER 31, 2025 FOR COLLECTION AND DISPOSITION OF SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE, REVOKING THE PRIOR FRANCHISE AGREEMENT BETWEEN THE PARTIES.

THIS AGREEMENT ("Agreement") revokes the prior 10-year franchise Agreement between the City of University Place, a Washington municipal corporation ("the City") and Harold Lemay Enterprises, Inc., A Washington corporation ("the Company"), dated July 30, 2003, as provided in RCW 35A.47.040.

#### Section 1. RECITALS.

- 1.1. Before incorporation of the City on August, 31, 1995, the Company handled the collection, hauling and transportation of solid waste, recyclable materials and yard waste for the individuals and businesses that are now residents of the City under its Certificate of Convenience and Necessity ("G Certificate"). The G Certificate was issued by the Washington Utilities and Transportation Commission ("WUTC").
- 1.2. The City desires the Company to continue to provide such services through this Agreement with the City and the parties wish to enter into this Agreement to define the rights, responsibilities and obligations relating thereto.
- 1.3. The City and the Company agree to revoke the prior Franchise Agreement that would expire under its terms on December 31, 2015 and substitute in its place a new Franchise Agreement that expires on December 31, 2025.
- 1.4. The Company is qualified to provide solid waste, yard waste and recyclable collection services in accordance with the terms of this Agreement.
- 1.5. The Company is granted terms in this Agreement to provide for reliable, environmentally sound, and timely solid waste, yard waste and recyclable collection services to City residents and businesses. This Agreement constitutes a grant of an exclusive City franchise to the Company and full satisfaction of the City's obligations under RCW 35A.14.900.
- **Section 2. DEFINITIONS.** The following terms shall have the following definitions for the purposes of this Agreement.
- 2.1 "Adjustment Date" means the Index reports as of June 30 in any year during the term of this Agreement.
  - 2.2. "Agreement Date" means January 1, 2010.

- 2.3 "Aluminum" means cans and containers composed solely of aluminum.
- 2.4. "Automated Carts" means a cart designed to be picked up and emptied by mechanical means. Specific type and size to be defined in rate items.
- 2.5. "Bale" means material compressed by machine and securely tarped or banded.
- 2.6. "Base Rates" means the rates set forth in Exhibit A and incorporated herein by this reference, as such rates may be adjusted from time to time in accordance with this Agreement. The Base Rates in effect at a particular time shall be used as a basis for any adjustments required under this Agreement.
- 2.7. "Bulky Materials" means empty carriers, cartons, boxes, crates, etc., or materials offered for disposal, all of which may be readily handled without shoveling.
- 2.8. "Can" means a can made of durable corrosion-resistant, nonabsorbent material, watertight, with a close fitting cover and two graspable handles. Size to exceed 20 gallons but not to exceed 32 gallons or 4 cubic feet. A can cannot weigh more than 45 pounds when filled nor more than 12 pounds when empty.
- 2.9. "Cardboard" for recycling means: corrugated cardboard, cereal boxes, soap boxes, brown paper bags, etc. It must be clean, free of packing materials, and flattened. Waxed or food-contaminated cardboard cannot be included.
- 2.10 "Cart" means a wheeled plastic container. May also be referred to as a toter. Size and type to be defined in rate items.
- 2.11. "Charge" means a set flat fee for performing a service as described in Exhibit A. Or, the result of multiplying the amount charged for a unit times the number of units serviced as described in Exhibit A. May also be referred to as "Rate."
- 2.12 "Co-mingled or Co-mingled Recycling" means the items that are allowed to be included and mixed together in the Company provided Recycling Cart, as defined in this Agreement, which are: newspaper, cardboard, mixed paper, aluminum and metal containers, and plastic. Glass is not included, and must be taken to a drop-off recycling site to be recycled. "Co-mingled Recycling" may also be referred to as "single stream recycling."

- 2.13. "Compacted Material" means material which has been compressed by any mechanical device either before or after it is placed in the receptacle handled by the Company.
- 2.14. "Compactor Disconnect/Reconnect Charge" means a flat fee established by the Company for the service of disconnecting a compactor for a drop box or container prior to taking it to be dumped and then reconnecting the compactor when the drop box or container is returned to the customer's site.
- 2.15. "Container" means a detachable container that is left at a customer's premises and emptied into the collector's truck and is lifted by mechanical means.
- 2.16. "Curb or Curbside" means a location within five (5) feet of the drivable portion of a street, alley or roadway, as determined by the Company, for the purpose of acceptable placement of solid waste, recycling or yard waste collection containers.
- 2.17. "Designated Disposal Site" means the disposal facility to which the Company is directed by the City from time to time in accordance with Section 6.2.
- 2.18. "Drop Box" means a container that is placed on the Company's truck by mechanical means, hauled to a disposal site and returned to customer's premises.
- 2.19. "Drop-off Recycling Site" manes a location that the City and the Company have mutually agreed upon for the Company to provide and maintain one or more drop boxes, containers, carts, toters, bins, or other containers for the use of City residents to bring and deposit recyclable materials.
- 2.20. "Drum" means a metal container of approximately 50 gallon capacity, generally used for oils or solvents. Maximum weight not to exceed 45 pounds when filled.
- 2.21. "Franchise Area" means the Service Area identified in Paragraph 3.4 infra.
- 2.22. "Gate Charge" means a flat fee charged for opening, unlocking or closing gates in order to pick up solid waste.
- 2.23. "Glass" for recycling means: bottles and jars only, of any color, that is composed solely of glass. It does not mean: tempered glass, window glass, ceramic glass, light bulbs, fluorescent tubes and broken glass of any kind.

- 2.24. "Index" means the Consumer Price Index for All Urban Consumers for Seattle-Tacoma, All Items (1982-84 = 100) published by the United States Department of Labor, Bureau of Labor Statistics.
- 2.25. "Litter Receptacle" means a container not over 60-gallon capacity generally placed in shopping centers and along streets or highways for litter. Maximum weight not to exceed 75 pounds when filled.
- 2.26. "Loose Material" means material not set out in bags or containers. Also includes materials which must be shoveled.
- 2.27. "Metal Containers" means cans and containers composed of metals, such as tin or bimetal, which are attracted by a magnet.
- 2.28. "Mixed Paper' means junk mail, phone books, office paper, etc. Do not include Newspaper with Mixed Paper. Not accepted: waxed, plastic coated, aluminized, food contaminated paper, paper plates, paper towels, bathroom tissue, or carbon paper.
- 2.29. "Multi-Family Recycling Center" means a site that the multi-family complex owner/manager and the Company have mutually agreed upon that provides one or more carts, bins, containers or drop boxes for the purpose of providing co-mingled and/or separated recycling to the multi-family residents.
- 2.30. "Newspaper" means any part of the newspaper that was included when it was delivered or purchased. Magazines may be included with Newspaper.
- 2.31. "Oversized Brush Pickup" means a special collection event occurring two times per year, spring and fall. The Company shall collect at curbside from each residential customer, branches and limbs placed in a loose pile up to six feet by six feet by six feet in size. Limit: one pile per household per event.
- 2.32. "Packer" means a device or vehicle specially designed to pack loose material.
- 2.33. "Pass Through Fee" means a fee that is billed directly to the customer without markup or markdown by the Company.
- 2.34. "Permanent Service" means, in conjunction with containers and drop boxes, when service is provided for a period of more than ninety days.

- 2.35. "Plan" means the City-adopted or –designated solid Waste Management Plan.
- 2.36. "Plastic" for recycling means plastic bottles such as milk jugs, soda containers, detergent and shampoo bottles, etc. with neck or openings smaller than the base. Plastic tubs, buckets, bags or any other plastic items not meeting this definition are not accepted. Plastic bottles containing automotive fluids or other hazardous materials are not accepted.
- 2.37. "Rate" means a set flat fee for performing a service, as described in Exhibit A. Or, the result of multiplying the amount charged for a unit times the number of units serviced as described in Exhibit A. May also be referred to as "Charge."
- 2.38. "Recyclable Materials" means those recyclable items defined in RCW 70.95.030(18) designated by the City to be picked up in the recycling program described in Exhibit B, which items are limited to Glass, Aluminum, Metal Containers, Mixed Paper, Cardboard and Newspaper.
- 2.39. "Recycling Bin, Cart, Toter, or Container" means a bin or container specifically designed or designated for the collection of recyclables.
- 2.40. "Recycling Ordinances" means Pierce County Ordinance Nos. 90-14 (curbside program), 91-86 (multi-family program) and 92-22 (yard waste program), until such time as the City enacts its ordinances regarding recycling. Recycling Ordinances shall mean the City's ordinances regarding recycling once the City enacts such ordinances, and such ordinances shall then govern this Agreement.
- 2.41. "Solid Waste" means those wastes defined in RCW 70.95.030(23), whether the source be residential, commercial, industrial or otherwise, but shall not include Recyclable Materials and Yard Waste, as those terms are defined herein and shall not include dangerous or hazardous wastes regulated under chapter 70.105 RCW.
- 2.42. "Special Pickup" means a pickup requested by the customer at a time other than the regularly scheduled pickup time, but which does not involve the dispatch of a truck. If a special dispatch is required, time rates will apply.
- 2.43. "Temporary Service" means a service that is required for a period of 90 days or less in conjunction with containers and drop boxes. Temporary service rates are not to be used for the first 90 days of service when a customer requests, and the Company provides, service for more than 90 days.

- 2.44. "Toter" means a wheeled plastic container. May also be referred to as a cart. Type and size to be defined in rate items.
- 2.45. "TPCHD" means Tacoma-Pierce County Health Department.
- 2.46. "Unit" means (1) a can made of durable, corrosion-resistant, nonabsorbent material, watertight, with a close fitting cover and two handles. Size to exceed 20 gallons but not to exceed 32 gallons or 4 cubic feet. Cannot weigh more than 45 pounds when filled or more than 12 pounds when empty; and (2) where agreeable between Company and customer (and where allowable under local ordinance), a box, carton, cardboard barrel or other suitable container may be substituted for a garbage can, for a single pickup which includes the container, if it meets the size and weight limits shown in clause (1) of this Section 2.42.
- 2.47. "Unlocking" means a flat fee imposed by the Company when their personnel must unlock padlocks or other locking devices to perform pickup service.
- 2.48. "WUTC" means the Washington Utilities and Transportation Commission.
- 2.49. "Yard Waste" means vegetative yard and garden debris including: grass, leaves, weeds, branches and limbs not to exceed four inches in diameter. Yard waste does not include: dirt, rocks, sod, beauty bark, stumps, lumber, bags, manure, or table scraps.
- 2.50. "Yard Waste Bin or Container" means a bin or container specifically designed or designated for the collection of yard waste.
- **Section 3. SCOPE OF WORK.** In accordance with the terms of this Agreement, the Company shall furnish all labor, materials, facilities, services and equipment necessary to provide:
- 3.1. Collection, hauling and transportation services for all Solid Waste generated within the City for disposal during the term of this Agreement;
- 3.2. Recycling services to the City at the same level and of the same types as provided in the Recycling Ordinance in effect on the Agreement Date for the collection of source-separated Recycling materials; and
  - 3.3. Yard Waste collection services to the City.

In furnishing such labor, materials, facilities, services and equipment, the Company shall provide the levels of services set forth in this Agreement, including Exhibits hereto, subject to the limitations and restrictions contained therein.

3.4. The Service Area or Franchise Area within which the services under this Agreement shall be performed by the Company shall be as described in the Company's G Certificate (G-64) as issued by the WUTC and as configured on August 30, 1995; as such area may be amended as allowed in this Agreement.

#### Section 4. TERM.

4.1. The term of this Agreement shall commence on January 1, 2010 as provided for by RCW 35A.47.040 and other applicable law and shall expire on December 31, 2025 ("Agreement Term"). The City and the Company will meet in 2021, or thereafter, to discuss the potential for extending the Agreement Term or entering into a new agreement. In any event, any decision by the parties to extend the Agreement Term or enter into a new agreement will be made by December 31, 2025.

#### Section 5. ANNEXATION.

- 5.1. If the City annexes an area in which, before annexation, an entity other than the Company has operated under a franchise, permit or license to collect and transport Solid Waste, this Agreement and the rights and obligations of the Company hereunder shall apply and become effective with respect to such annexed area(s) immediately upon the earlier of (a) the expiration of any continuation franchise granted by the City under RCW 35A.14.900 or (b) the purchase by the City of the facilities or business of the entity holding the pre-annexation franchise, permit or license.
- 5.2. If (a) the City annexes an area not previously covered by any such franchise, permit or license; (b) the City annexes areas within which the Company has an existing WUTC permit or other franchise for garbage or refuse collection and removal; or (c) the Company acquires an area within the City currently served by a different contractor, this Agreement shall apply and become effective with respect to such annexed or acquired area immediately upon the City's annexation or the Company's acquisition of such area.
- 5.3. The Company agrees, in consideration for this Agreement, that the Company's G Certificate right of franchise, if any, applicable to any annexed areas under Section 5.2 or otherwise, shall be deemed canceled on the effective date of the annexation and that the Company shall service the newly annexed areas under this Agreement.
- 5.4. The Company waives any and all claims or rights for compensation or damages under RCW 35A.14.900, as it may be amended or replaced from time to time, or pursuant to any other law or authority in effect on the Agreement Date from the City, its agents, officers or assigns, arising from the cancellation of any right of franchise resulting from the City's initial incorporation or any subsequent annexations during the

Agreement Term and during the term of the prior Franchise Agreement between the City and the Company.

#### Section 6. SOLID WASTE COLLECTION AND DISPOSAL.

- 6.1. The Company shall collect Solid Waste from the premises of each residential customer account within the City not less than once each week (or for monthly customers, once each month) and of each commercial and industrial customer account as agreed by the Company and that customer. Title to all Solid Waste collected by the Company hereunder shall remain with the generator until it is delivered to and accepted at the Designated Disposal Site.
- 6.2. The Company shall transport all Solid Waste collected under this Agreement to the Designated Disposal Site. The City shall designate a Disposal Site from time to time, as it chooses in its sole discretion.
- 6.3. No Solid Waste collected by the Company within the City may be diverted from the Designated Disposal Site without City approval, except for Solid Waste eliminated through waste reduction or waste recycling activities consistent with City ordinances or the Plan. In disposing of Solid Waste, the Company shall comply with all applicable federal, state and local environmental health laws, rules or regulations.
- 6.4. The City and the Company may meet periodically to review the level of services and Base Rates provided in this Agreement. Services under review may include Recycling, Special Programs, Solid Waste Collection programs, and any other services that the City deems worthy of review. Review of Base Rates may include a comparison with refuse rates across the local region.

# Section 7. RECYCLABLE MATERIALS; YARD WASTE.

- 7.1. The Company shall provide collection of Recyclable Materials and Yard Waste not less than once every two weeks. Collection will be provided to all single-family residences and multifamily residences subscribing to can service in the City limits who have signed up for the collection of Recyclable Materials and Yard Waste with the Company and have received bins and carts as provided herein. For collection, all yard waste must be placed in the toter(s) provided by the Company, except for occasional tagged bags, boxes, or cans, and any other city directed oversized brush pick up events.
- 7.2. The Company shall provide recycling bins, including those for public use on City-owned or publicly owned property as designated by the City and the Company, of the same type specified in the Recycling Ordinances for recyclables. The Company shall, at its expense maintain the safety and cleanliness of the glass recycling bins at drop off recycling sites, and the nearby surrounding areas around those public glass recycling bins. The Company shall at the Company's expense also provide single Yard Waste carts for Yard Waste, and such carts shall remain the property of the Company. The Company

shall collect Recyclable Materials the customer prepares in the following manner and then places in the bins:

- 7.2.1. Aluminum drain contents and flatten if possible, then place in the co-mingled recycling bin.
- 7.2.2. Glass place glass jars and bottles only, of any color, loose into glass-only recycling bins provided for at UP Refuse and/or other designated glass-only recycling locations in the City. All jars and bottles must be unbroken, rinsed and placed in the bin carefully. It is not necessary to remove labels. Not accepted: plate glass, window glass, mirrors, light bulbs, Pyrex or other kitchen cookware.
- 7.2.3. Tin Cans remove paper labels, rinse clean to avoid attracting insects or animals. Remove tops and bottoms (if possible), place inside can and flatten. Not accepted: clothes hangers, aerosol cans or scrap metal.
- 7.2.4. Mixed Paper Cardboard must be flattened when placed in the comingled recycling bin.
- 7.2.5. Newspaper Only newspaper and catalogs made of newsprint may be included.
  - 7.2.6. Plastic Bottles Remove lids, empty completely, rinse and discard.

# 7.3 Recyclable Materials.

- 7.3.1. Yard Waste collected within the City by the Company shall be properly disposed of or marketed by the Company in accordance with applicable laws and regulations. The Company becomes the owner of Recyclable Materials and Yard Waste when such material is placed into containers provided by the Company at curbside for collection or, if the material is not placed at curbside, when the Company or its personnel receives such Recyclable Materials or Yard Waste. The Company may market or dispose of Recyclable Materials or Yard Waste in any manner the Company deems to be economically feasible. The Company shall be responsible for all marketing and sale of Recyclable Materials or Yard Waste collected hereunder and shall be entitled to all proceeds therefrom.
- 7.3.2. Recyclable Materials collected by the Company shall not be disposed of in a landfill unless the Company has considered other alternatives and, after good faith efforts to locate a market, has determined that such disposal is the only economical way to avoid a monetary loss. If the Company finds it necessary to landfill Recyclable Materials on a continuing basis, it shall notify and explain to the City representatives its reason for such actions.

- 7.4. The City shall adopt and enforce reasonable ordinances prohibiting scavenging of Recyclable Materials and Yard waste that would otherwise become the property of the Company hereunder.
- 7.5. Upon mutual agreement, on terms and conditions and at rates satisfactory to the parties, the City and the Company may include additional items for recycling and additional programs under this Agreement. In addition, the City may adopt ordinances that change the services required under this Agreement, and the Company shall comply with such changes. To the extent such changes increase or decrease expenses or revenues to the Company, Base Rates shall be adjusted in accordance with Section 17.8.
- Section 8. COLLECTION EQUIPMENT AND SPILLAGE. The Company shall provide an adequate number of vehicles and containers for its collection services under this Agreement. Such vehicles shall be kept in good repair and appearance and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the name and phone number of the Company and a vehicle number. All vehicles and containers used for hauling Solid Waste, Recyclable Materials, and Yard Waste shall be reasonably enclosed to prevent spillage or leakage. Any spillage that occurs during collection shall be immediately cleaned up by the Company at its expense. Any and all item(s) or equipment, including but not limited to: bins, carts, containers, toters, drop boxes etc., provided to customers under this Agreement by the Company, are and shall remain the property of the Company and is provided at Company expense, except as noted otherwise. Other than normal wear and tear, the customer shall be liable for damages if such items are lost, damaged, or stolen.

#### Section 9. COLLECTION SCHEDULE.

- 9.1. The Company shall establish collection routes and schedules. It shall be the customer's responsibility to place Solid Waste, Recyclable Materials and Yard Waste at the appropriate location for collection in the appropriate container before the approved starting hour. BOTH the City and the residential customers shall be notified at least seven days before any route changes. The Company will furnish the City a map indicating pick-up days for all roads in the Franchise Area.
- 9.2. The Company shall provide regularly scheduled service for residential customers on a regular weekday, Monday through Friday.
- 9.3. Residential pickup shall be made between the hours of 6 a.m. and 6 p.m. If the Company or the City receives complaints about the 6 a.m. collection starting time that cannot be resolved by the best efforts of the Company and the City, the Company shall shift to a 7 a.m. starting time.
- 9.4. Hours and days of pickup for collection from industrial or commercial outlets shall be in the Company's discretion, as long as appropriate sanitary conditions are maintained and disruption to adjacent residential areas is minimized.

- 9.5. When the Company changes the pickup date for its service area, or a portion of its service area, all customers in the affected area must be notified of the change by mail, personal contact, or by a notice being affixed to their solid waste can in advance of the implementation of the new pickup schedule.
- 9.6. For regularly scheduled service, when pickup is missed due to the Company's observance of a holiday, the Company will provide service on an alternate day at no additional charge to the customer. A list of the holidays observed by the Company is shown below:

New Year's Day Thanksgiving Day Christmas Day

There is no pickup on these three holidays and all regularly scheduled pickups will be one day late for the balance of the week.

#### Section 10. SERVICE.

- 10.1. The Company may refuse to pick up materials from points where, because of the condition of the streets, alleys or roads, it is impractical or dangerous to persons or property to operate vehicles.
- 10.2. The Company may refuse to drive onto private property when, in the Company's judgment, driveways or roads are improperly constructed or maintained or without adequate turn-arounds or have other unsafe conditions.
- 10.3. The Company will not be required to enter private property to pick up material while an animal considered or feared to be vicious is loose. The customer will be required to confine the animal on pickup days.
- 10.4. Any pickup may be missed due to weather or road conditions. If the items(s) missed is (are) taken on next pickup, no credit will be given.
- 10.5. Other than to offer reasonable care, the Company assumes no responsibility for articles left on or near cans or units.
- 10.6. Where the Company is requested to provide service, and damage occurs to a customer's driveway due to reasons not in control of the Company, the Company will assume no responsibility.
- 10.7. The Company reserves the right to reject pickup of an stationary packer or drop box which, upon reasonable inspection:
  - (a) appears to be overloaded;
  - (b) would cause applicable vehicle load limitation to be exceeded, or,

- (c) if transported by the Company, would violate load limitation on vehicle operation; or negatively impact or otherwise damage road surface integrity.
- Section 11. EMPLOYEE CONDUCT. The Company's employees and agents shall be courteous, refrain from loud and/or obscene language, exercise due care, perform their work without delay, minimize noise, and not damage public or private property while performing Agreement services. If on private property, Company employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty containers. Employees shall not trespass or litter; cross flower beds, hedges or property to adjoining premises; or meddle with private property. The Company shall bear full responsibility for all conduct of its agents or employees performing Agreement services.
- Section 12. COMPLAINTS. The City shall direct all complaints to the Company. All complaints shall be investigated by the Company within two business days after notice to the Company. The Company shall maintain a written record of all complaints, indicating the disposition of each. Such records shall be available for the City's inspection during Company business hours.
- **Section 13. NOTIFICATION TO CUSTOMERS.** The Company shall provide customers with notice of, and necessary information about, the services under this Agreement. The Company shall also timely provide customers with necessary information about complaint procedures, rates, regulations, days of collection and other pertinent information to avoid unnecessary inquiries to the City.
- **Section 14. DISABLED SERVICE.** The Company shall establish and implement a special disabled collection program through which the Company will provide carry-out service to households that lack the ability to place containers at the curb because of a disability covered by the program. The program shall provide such carry-out service at no additional charge and shall be available at the written request of a household covered by the program. In establishing the program, the Company will use fair qualification criteria that meet the needs of the City's disabled residents. These criteria shall comply with all local, state and federal regulations and shall be subject to the City's review and approval before program implementation.
- shall maintain an office in Pierce County within five miles of City Hall. The Company's office and customer service assistance shall be accessible by a phone number local to City residents. The Company's office shall be open at a minimum from 8 a.m. to 4:30 p.m. daily, except Saturdays, Sundays, and designated holidays. Representatives shall be available at the Company's local office during office hours for communication with the public and City representatives.

#### Section 16. BILLINGS AND REFUNDS.

- The Company shall have full responsibility for billing and collection from customers all fees relating to the collection, transportation and disposal of Solid Waste, Recyclable Materials and Yard Waste under this Agreement, including determination of the timings of billings and the billing periods. Any customer who has not remitted required payments within 45 days after the date of billing may be notified by the Company that service may be discontinued 15 days after the date of notice if payment is not made before that time. The Company shall give customers notice of a right to a hearing regarding disputed bills before a designated Company official, and if a customer requests a hearing before the end of the 15-day period, service shall not be discontinued until the dismissal or conclusion of the hearing. The Company in its reasonable discretion may determine the date and time for the hearing, during its regular business hours, and the hearing procedures. If payment is not made by the date of dismissal or conclusion of the hearing, the Company may discontinue service for such customer. Upon payment of the delinquent fees, the Company shall resume collection on the next regularly scheduled collection day. Customer billing shall not be made more than two months before the service provided.
- 16.2. Rates and charges shall be as described in Exhibit A. All references made in this Agreement to "Exhibit A" of this Agreement shall be understood to mean "Exhibit A as amended," unless specifically noted otherwise.
- 16.3. CREDITS. When there has been a transaction that results in a credit being due the customer, the Company must issue a check within 30 days unless other arrangements have been made with the customer. When service is discontinued during a pre-billed period and the customer is due a refund, the following shall apply:
  - 1. All requests for refund will be honored.
  - 2. If the customer provides a forwarding address to the Company or one can be obtained from the post office, the Company will issue a refund check no later than 30 days following the request.
  - 3. The carrier will make an attempt to refund amounts in excess of the amount described in Exhibit A. If the customer does not provide a forwarding address and the U.S. Post Office cannot furnish a forwarding address, the amount may be presumed to be abandoned and subject to the Uniform Unclaimed Property Act after the lapse of one year.
- 16.4. OVERTIME CHARGES. When a customer requests service during overtime periods, additional charges will apply as described on Exhibit A. Overtime periods include Sundays and the following holidays: New Year's Day, Labor Day, President's Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas Day. When a holiday listed above falls on Sunday, it will be observed on the following Monday. When a holiday listed above falls on Saturday, the preceding Friday shall be the legal holiday. Time is to be recorded to the nearest increment of 15 minutes, from the

time the Company's vehicle is dispatched from the terminal until the time it returns to the terminal. No additional charge will be assessed to customers for overtime or holiday work performed solely for the Company's convenience.

16.5. OFF-CURB CHARGES. Except for service provided to the infirm or handicapped, additional charges shall be assessed according to Exhibit A if Cans or Units are to be loaded by the Company and if the Cans or Units are not placed at the curb, in the alley, or points where the Company's vehicle can be driven within five feet of the Cans or Units on improved access roads commonly available for public use. Driveway s are not considered improved access roads commonly available for public use.

Note: The Company may elect to drive in and the charge will be limited to one Can. If cans are carried over 125 feet but are safely accessible to Company's vehicle, the drive-in charge will apply.

- 16.6. RESIDENTIAL RATES. Residential monthly rates shall apply to the Solid Waste collection service, Curbside Recycling service, and/or Yard Waste Collection service for residential property. This includes single family dwellings, duplexes, apartments, mobile homes and courts, condominiums, etc., where service is billed directly to the occupant of each residential unit. Customers may be charged for service requested even if fewer units are serviced on a particular trip.
- 16.7. COMMERCIAL RATES. Commercial rates apply to commercial businesses. They also apply to duplexes, apartments, mobile home and courts, condominiums, etc., where service is billed to and paid by the residential property owner or manager. Customers will be charged for service ordered, even if fewer units are serviced or containers are less than full on a particular day.
- 16.8. TRUCK AND DRIVER TIME CHARGES. Time is charged as described in Exhibit A: when customers order single, special or emergency pickup; for material requiring special equipment, precautions, or disposal; for special trips to collect loose and bulky material; for material that must be taken to a special site for disposal; and when a truck must wait at or return to the customer's site due to no fault on the part of the Company. Time shall be recorded and charged from the time the vehicles leave the Company's terminal until return to the terminal, excluding interruptions. Time is to be recorded to the nearest increment of 15 minutes.
- 16.9. ADDITIONAL CHARGES FOR OVER-WEIGHT CONTAINERS, DRIP BOXES AND COMPACTORS. When the maximum net weight allowance is exceeded as stated in the following table, an additional charge per occurrence will be assessed to the customer as described in Exhibit A. Charges will only be assessed if the material is transported.

Maximum Net Weight Allowance for Containers, Drop Boxes, and Compactors

Service Type	Single Rear Axle	Tandem Rear Axle
Drop Boxes & Compactors	10,000 lbs. per load	20,000 lbs. per load
Containers	250 lbs. per cubic yard	250 lbs. per cubic yard

16.10 MATERIALS REQUIRING SPECIAL TESTING AND/OR ANALYSIS. When the Company or disposal facility determines that testing and/or analysis of solid waste is required to determine whether dangerous or prohibited substances are present, the actual cost for such testing and/or analysis will be paid by the customer.

#### Section 17. RATE AND RATE ADJUSTMENTS.

- 17.1. <u>Base Rates.</u> As compensation for its service hereunder, the Company shall be paid the Base Rates. The Base Rates shall be adjusted on and after March 1, 2010, during the Agreement Term as provided in Sections 17.3, 17.5, and 17.8, and shall be adjusted from time to time, as provided in Sections 17.4, 17.6, and 17.7. The Base Rates shall not be adjusted before March 1, 2010. Adjustments to Base Rates under Sections 17.3, 17.4, 17.5, 17.6, 17.7, and 17.8 shall be calculated in accordance with Exhibit B and Schedules 1-4 as indicated, attached hereto and incorporated herein by this reference.
- 17.2. <u>Annual Adjustment.</u> By December 31 of each year, the Company shall advise the City of any required adjustment in the Base Rates under Sections 17.3, 17.5, 17.6, 17.7, and 17.8 to be effective on March 1 of the following year and the basis for such adjustment. Also, upon request of the City, the Company shall promptly provide the City with documentation supporting such adjustment to the Base Rates. Within 30 days after the Company provides notice of a required adjustment, the City and the Company shall agree upon such adjustment to the Base Rates. If the City and the Company cannot agree upon the adjustment to the Base Rates within such time period, the determination shall be made in accordance with Section 17.9.
- 17.3. <u>CPI Increase.</u> The Base Rates shall be adjusted by 70% of the percentage increase if any in the Index as follows:
  - 17.3.1. If the Index reports as of an Adjustment Date have increased over the Index reported for June 30 of the preceding year, each of the Base Rates shall be increased by multiplying each of the Base Rates by 70% of a fraction, the numerator of which is the Index published as of the Adjustment Date and the denominator of which is the Index reported for June 30 of the preceding year (AR = BR x .7 (ACPI. BCPI), in which "AR" is the Adjusted Rate, "BR", is the Base Rate, "ACPI" is the Index reported as of the Adjustment Date, and "BCPI" is the Index reported for June 30 of the preceding year).
  - 17.3.2. If the Index is changed so that the base year differs from that used for the date of this Agreement, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, and, thereafter, such converted Index shall be used.

- 17.3.3. The increase under this Section 17.3 shall not be made automatically each year to the Base Rates in effect at the time of the adjustment and shall be effective on March 1 of the year after the year of the Adjustment Date unless the Company elects, in writing, to defer an increase until the following year. The first such increase shall be effective no earlier than March 1, 2010. Under no circumstances shall the increase in the Base Rates under this Section 17.3 in any year be more than 5% unless upon agreement with the City, the Company has deferred an increase from the preceding year. When the Company elects to realize an agreed-upon deferred increase to Base Rates under this Section 17.3 (on and after March 1, 2010) the applicable percentage increase in the Index for the year in which an increase in Base Rates was deferred shall be added to the percentage change in the Index for the following year to determine the adjustment to the Base Rates.
- 17.3.4. The Company shall provide notice to its customers of any change to its Base Rates and shall pay for the publication of notice of the change in Base Rates in the City's official newspaper as provided in RCW 35A.21.152. Section 17.3.4 notwithstanding, the Company is not obligated to pay for the Publication of the Agreement or the publication of any amendment to the Agreement.
- 17.4. City Rate Control. In the management of solid waste activities, the City may determine to increase or decrease rates for various customer classes or types of service. Such determination shall be a discretionary act of the City, but will be taken only following consultation with the Company. The Company may make a request to the City during times of extraordinary costs as may be associated with fuel prices to request a temporary surcharge. Such determination, in addition to the length of a surcharge, if granted, shall be a discretionary act of the City, and may be reviewed and rescinded by the Council at any time. Temporary surcharges may not be a consideration in the overall gross revenues for purposes of recovery under this section and section 17.7 of the Company. The Company understands that the City's determination regarding service and rates may be influenced by public health, safety and welfare law and police regulation, including policies to encourage waste reduction and recycling. If the City's rate determination diminishes the gross revenues of the Company under this Agreement, the Company shall be entitled to recover such revenues in accordance with Section 17.7.
- 17.5. <u>City Agreement Administrative Fee.</u> The City and the Company agree that the Base Rates include all of the City Agreement Administration Fees.
- 17.6. Rate Adjustment for Changes in Disposal Fees. Adjustments to the Base Rates made under this Section 17.6 shall be made after the adjustment under Section 17.8 due to the fact that the rates used from other areas in Pierce County for comparison under Section 17.8 will not yet reflect any adjustment for a disposal fee rate change. If the Company or the City receives notice of any change in the rates for disposal of Solid Waste at the Designated Disposal Site, it shall notify the other party in writing of such change as soon as possible. If the disposal fees which are charged to the

Company to dispose of the City's Solid Waste at the Designated Disposal Site are increased or decreased at any time, the Base Rates charged by the Company hereunder shall be charged in accordance with this Agreement. Such change shall be sufficient to reflect and pass through any such disposal rate change and be effective on the same date the revised disposal rate takes effect. However, if the rate change is not effective on such date, (a) such increase shall be sufficient to compensate the Company fully for the disposal fees it is required to pay before the effective date of the change to the Base Rates and (b) such decrease shall be sufficient to enable customers to fully recoup the Company's increased revenues or decreased expenses from reductions in disposal fees. Upon the occurrence of a disposal fee change, the Company shall advise the City of the proposed increase or decrease in the Base Rates and, upon request of the City, will provide the City with documentation supporting the change in the Base Rates under this Section 17.6. The City and the Company shall promptly agree on the amount of the adjustment. If the City and the Company are unable to agree, the amount of the adjustment shall be resolved under Section 17.9.

- 17.7. Rate Adjustment for Changes to Designated Disposal Site and Laws. Adjustments to Base Rates made under this Section 17.7 shall not be subject to the Section 17.8 Automatic Rate Ceiling except upon mutual agreement of the City and the Company. The Base Rates shall be adjusted if the Company, at any time, has increased or reduced expenses or revenues for collection, transportation, labor, administrative, disposition and/or operations costs as a result of any of the following:
  - 17.7.1. A change in the location of the Designated Disposal Site after the Agreement Date, the refusal of the Designated Disposal Site to accept Solid Waste or other unavailability of the Designated Disposal Site for Solid Waste;
  - 17.7.2. Any change in collection, treatment or processing requirements for Solid Waste, Recyclable Materials or Yard Waste before disposal or marketing by action of the City of any federal, state, county, or local government or agency; or
  - 17.7.3. Any other action of the City or any federal, state, or local agency, including but not limited to any additional taxes or fees payable by the Company to the City or any federal, state, county, or local government or agency or a change in the provisions of Recycling Ordinances.

If any such event occurs, the Company shall promptly, and no later than within 30 days, notify the City of the amount of the required increase or decrease in Base Rates. Such change shall be sufficient to reflect fully any increased or reduced expenses or revenues and shall be effective on the same date as the expense or revenue increase or decrease. However, if the rate change is not effective on such date, (a) such increase shall be sufficient to compensate the Company fully for the increase in expenses or reduction in revenues before the effective date of the change to the Base Rates and (b) such decrease shall be sufficient to enable customers to recoup fully the Company's increased revenues

or decreased expenses. Upon request, the Company shall provide the City with documentation supporting any required increase in Base Rates under this Section 17.7. The City and the Company shall promptly agree on the amount of the adjustment. If the City and the Company are unable to agree, the amount of the adjustments shall be resolved under Section 17.9.

- 17.8 Automatic Rate Ceiling. The then effective rates charged to customers for services, similar to those provided by the Company under this Agreement, in the areas in Pierce County, listed on Schedules 1 through 4, shall be surveyed prior to any annual adjustment under Section 17.3 of this Agreement. The attached Schedules 1 through 4 shall provide a comparison survey for a sample of the rates charged under this Agreement. The rates used under this Section 17.8 for the comparison areas in Schedules 1 through 4 shall be the rates effective in such areas immediately prior to the effective date for the annual adjustment under Section 17.3 of this Agreement. The Base Rates adjusted in accordance with Section 17.3 (Adjusted Rates) shall be used for the Company's Proposed Rates in Schedules 1 through 4. If it is then determined that in any one of Schedules 1 through 4 the Companies' Weighted Composite Rate exceeds the Pierce County Average Weighted Composite Rate, only the Adjusted Rates regulated by the Schedule shall be reduced until the Companies' Weighted Composite Rate for that Schedule is equal to or less than the Pierce County Average Weighted Composite Rate. Each Scheduled of Schedules 1 through 4 shall be evaluated independently of the other and if found necessary, all the Company's Adjusted Rates that each such Schedule covers shall be reduced until the Company's Weighted Composite Rate for that Schedule is equal to or below the Pierce County Average Weighted Composite Rate. Adjustments to the Base Rates under Sections 17.4, 17.5, 17.6 and 17.7 shall be made after the any adjustment to the Base Rates required by this Section 17.8.
- 17.9 If the City and the Company are at any time unable Arbitration. to agree on any adjustments to the Base Rates under this Section 17, the parties shall agree upon an individual who is experienced in solid waste handling and rate issues and is disinterested to act as an arbitrator. If the parties cannot agree on one arbitrator, each of the parties shall name an individual who is experienced in solid waste handling and rate issues to act as arbitrator and who may be interested in the outcome of the dispute, and the two such individuals so named shall thereafter name a third individual (the "neutral arbitrator") who is experienced in solid waste handling and rate issues and is disinterested. The three arbitrators shall then become a board of arbitration. The arbitrators appointed by the parties may advocate before the neutral arbitrator. The individual arbitrator agreed upon or the board, as the case may be, shall afford both the City and the Company an opportunity to present its views on rates to be charged, and thereafter the individual arbitrator or board shall, in private session, consider the arguments and any other facts or conditions or arguments it deems appropriate, and the decision of the individual arbitrator or agreement of any two of the arbitrators on the board shall constitute the decision of the arbitrators hereunder, which decision as to Base Rates to be charged shall be final, conclusive and binding upon the parties. Each party shall bear its own costs of arbitration and share equally in the costs and fees of the individual or neutral arbitrator.

#### Section 18. CITY AGREEMENT ADMINSITRATION FEE.

- 18.1. To compensate the City for the exclusive rights granted in this Agreement and to assist in deferring the cost incurred by the City in the administration of this Agreement, the Company shall pay to the City no later than 15 days after the end of each calendar quarter (quarters ending at the end of March, June, September, and December) a City Agreement Administration Fee equal to five percent (5%) of the gross revenues actually received by the Company from customers derived from the Base Rates. The City Agreement Administration Fee shall be calculated in accordance with Exhibit B and shall be applied to Base Rates in accordance with this Agreement.
- 18.2. In the event any payment is not received within forty-five (45) days from the end of the calendar quarter, the Company shall pay, in addition to the payment or sum due, interest from the due date at an interest rate of 1% per month, beginning on the forty-sixth (46<sup>th</sup>) day after the end of the calendar quarter and continuing every day thereafter until the seventy-sixth (76<sup>th</sup>) day after the end of the calendar quarter, or until payment is made, whichever is earlier. If any payment is not received within seventy-six (76) days after the end of the end of the calendar quarter, the Company shall be assessed a late fee in the additional amount of two hundred dollars (\$200.00) per day, beginning on the seventy-sixth (76<sup>th</sup>) day after the end of the calendar quarter and continuing every day thereafter until paid.
- 18.3. The Company acknowledges the substantial value of this Agreement and understands that the City Agreement Administration Fee will be considered an operating expense, which, as and to the extent provided in this Agreement, may be included in the Base Rates and will not be identified as a separate charge on any customer billings.
- 18.4. Nothing in this Agreement precludes the City's exercise of taxing authority, including but not limited to the imposition on the Company of a utility tax, business and occupation tax, and other levy or excise for general government. The Company retains the right to include such taxes in customer rates and charges.
- Section 19. CITY-OPERATED FACILITIES. The Company, at no additional cost to the City, shall remove and dispose of Solid Waste, Recyclable Materials and Yard Waste resulting from normal City operations from buildings used by the City for its administrative and governmental functions, which Solid Waste, Recyclable Materials and Yard Waste are placed in cans or containers supplied by the City or the Company and conveniently located for collection. Such services shall also cover street and park containers.

#### Section 20. SPECIAL COLLECTION EVENTS.

- 20.1. The Company shall cooperate with the City in designing and implementing City-sponsored collection events. The City and the Company shall confer regarding the terms and conditions of such events.
- 20.2. The City and the Company shall jointly design and implement additional collection events, including the annual Spring Clean-UP, Fall Clean-UP, Spring Yard Waste Pick-UP, and Fall Yard Waste Pick-UP. These events are for the disposal of items not included in the normal collection services provided for in this Agreement. The material types and quantities eligible for these future special collection events and other details and conditions of these events shall be jointly discussed and agreed to by the Company and the City after considering the best interests of the City and its residents and the costs to the Company and the City of the event. Public information for these events shall be a shared responsibility of the City and the Company. The City will provide space in its newsletter at no cost to assist in publicizing these events and will assist the Company in staffing appropriate sites (i.e., drop-off sites). The Company shall not seek reimbursement for any cost it incurs from the planning and implementation of the annual Spring Clean-UP, Fall Clean-UP, Spring Yard Waste Pick-UP, and Fall Yard Waste Pick-UP.
- Section 21. COMPANY PLANNING ASSISTANCE. The Company shall, upon request and without additional cost, make available either to the City or the property owner, planning assistance on new construction or major remodeling of buildings and structures within City limits with respect to the design and planning of garbage and recycling removal facilities and their location upon the site of the proposed construction or remodeling project.
- Section 22. DISRUPTION DUE TO CONSTRUCTION. 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 may direct. Such construction may for a time prevent the Company from traveling its accustomed route or routes for collection. The Company shall continue to collect Solid Waste, Recyclable Materials, and Yard Waste to the same extent as though no interference existed upon the streets or alleys normally traversed, unless the Company cannot obtain reasonable access to a customer, in which case the Company shall make arrangement as soon as reasonably possible during normal business hours to collect such customer's Solid Waste, Recyclable Materials, and Yard Waste. This shall be accomplished at no extra expense to the City or customers.
- Section 23. SAFEGUARDING PUBLIC AND PRIVATE FACILITIES. The Company shall use good faith efforts to protect all public and private facilities and utilities whether located on public or private property, including street curbs. If such facilities, utilities or curbs are damaged by the Company's operations, the Company shall promptly notify the City of the damage, or if the City is the first to receive notice thereof, the City shall promptly notify the Company of the damage. The Company shall repair or replace the damaged property to its condition before such damage. If the Company fails

to do so within 30 days after receiving notice of the damage, the City may undertake such repairs or replacement and bill the cost to the Company.

Section 24. AUDITS AND RECORDKEEPING. The Company shall at all times cooperate with the City in providing all information relating to its services hereunder. The Company shall keep records of the Solid Waste, Recyclable Materials, and Yard Waste volume collected hereunder and the Company's revenues therefrom. The City shall have the right to reasonable access to such records during the Company's office hours and to audit those records by a City staff member or a City-designated auditor, at the expense of the City, no more than annually during the Agreement Term. The Company will only be required to retain these records for seven years. Accounting records of the Company shall utilize the system prescribed by the WUTC known as the "Uniform System of Accounts for Class A Garbage and Refuse Collection Companies" or a similar type approved by the WUTC. All such records are proprietary property of the Company, and the City shall hold all information from such records delivered to the City in strictest confidence and shall not disclose such information except to the extent reasonable as required by applicable laws without the prior written consent of the Company. The Company hereby indemnifies and holds harmless the City from all costs, expense and liability, including attorney fees, that may arise from the City's nondisclosure of such information because of the Company's failure to give its written consent for disclosure.

#### Section 25. INDEMNIFICATION.

- 25.1. The Company's Indemnification of the City. Except as expressly otherwise provided in this section, the Company shall at all times during the term of this Agreement indemnify, hold harmless and defend the City's elected officials, officers, employees, agents, and representatives, from and against any and all claims as that term is defined in Section 25.2. The indemnity provided in this section shall not apply to losses primarily and directly caused by the active (as opposed to passive) negligence of the City or its agents or employees; and to claims arising from activities of the City, itself, collecting and transporting Recyclable Materials or waste originating in its boundaries; to claims against the City resulting from its enactment or enforcement of a flow control ordinance governing the disposal of Recyclable Materials or other waste; or to claims arising from environmental liability at the Designated Disposal Site or at any site to which the Company delivers Yard Waste in accordance with this Agreement. Except as otherwise provided in the previous sentence, it is the intention of the parties that the Company's indemnification apply to claims arising from the concurrent negligence of the City and the Company or their respective agents, employees or subcontractors.
- 25.2. <u>Claims Subject to Indemnification.</u> The term "claims" as used in this section means all claims, lawsuits, causes of action, damages, penalties, charges, costs, expenses, judgments, losses, liabilities of any character or kind, including attorney fees (including those fees incurred to establish the City's right to indemnification) and other legal actions and proceedings of any nature, whether or not asserted in a judicial

forum, including but not limited to claims involving bodily or personal injury or death of any person or damage to any property (including but not limited to persons employed by the City, the Company or any other person and all property owned or claimed by the City, the Company, any affiliate of the Company or any other person) in any way connected with:

- 25.2.1. The performance or nonperformance of any provision or requirement of this Agreement by the Company, its officers, employees, subcontractors, agents or servants;
- 25.2.2. Any act or omission of the Company, its officers, employees, subcontractors, agents or servants at any facilities (other than any Designated Disposal Site or any site to which the Company delivers Yard Waste in accordance with this Agreement) or involving any equipment used in connection with this Agreement;
- 25.2.3. The failure of the Company, its agents or servants to comply in any respect with applicable legal requirements; or
- 25.2.4. Any release(s) or emission(s) or threatened release(s) or emission(s) of nonrecyclable waste or otherwise by any person(s) at, onto, into, above, under, through or from any of the equipment used in connection with this Agreement except in accordance with applicable laws; or
- 25.2.5. Any dispute regarding the boundaries of the Franchise Area, as described in Section 3.4 of this Agreement.
- 25.3. <u>City Liability to the Company.</u> The City shall not be liable to the Company for, and the Company hereby releases the City from all liability for, any injuries, damages or destruction to all or a part of any property owned or claimed by the Company that directly or indirectly results from, arises from or is related to the Company's rights or obligations under this Agreement, unless that liability as between the City and the Company arises from the negligence or intentional acts of the City or its agents or employees.
- 25.4. Notice to the Company; Defense. If an action is brought against the City for which indemnity may be sought against the Company, the City shall promptly notify the Company in writing. The Company shall have the right to assume the investigation and defense of any such action, including the employment of counsel and the payment of all expenses. On demand of the City, the Company shall at its own cost and expense defend and provide qualified attorneys acceptable to the City under a service agreement acceptable to the City to defend the City or its officers, employees, agents and servants against any claim in any way connected with the events described herein. The City shall fully cooperate with the Company in its defense of the City, including consenting to all reasonable affirmative defenses and counterclaims asserted on behalf of the City. The City may employ separate counsel and participate in the investigation and

defense, but the City shall pay the fees and costs of that counsel unless the Company has agreed otherwise. The Company shall control the defense of claims (including the assertion of counterclaims) against which it is providing indemnity under this section, and if the City employs separate counsel, the City shall assert all defenses and counterclaims reasonably available to it.

- 25.5. <u>Applicability of RCW 4.24.115.</u> If a court of competent jurisdiction determines that this Agreement is subject to RCW 4.24.115, the Company's obligation to indemnify the City for liability for damages arising from bodily injury to persons or damage to property caused by or resulting from the concurrent negligence of the Company and the City shall be limited to the Company's negligence.
- 25.6. <u>Indemnification for Claims of the Company's Employees.</u> It is further specifically and expressly understood that the indemnification provided in this section extends to suits against the City for injuries sustained by any person directly or indirectly employed by the Company. However, the City shall assert in any claim made by a person employed by the Company that the employee's remedy is limited to that provided under applicable workers' compensation statutes.
- 25.7. <u>Royalties; License Fees; Patents.</u> The Company shall pay all royalties and license fees, shall defend all suits or claims or any patent infringements that may occur in the Company's performance of this Agreement, and shall hold the City harmless from any loss on account thereof.
- 25.8. <u>No Indemnity Waiver.</u> The Company hereby expressly agrees that any immunity that may be granted to the Company under the Washington State Industrial Insurance Act, Title 51 RCW, as amended or recodified, shall not be construed by the Company as a release from its obligation to indemnify the City under this section. The parties do not under this section waive or surrender any indemnity available under any applicable federal, regional, state or local law. This Section 25.8 shall survive termination or expiration of this Agreement.

#### Section 26. INSURANCE.

26.1. <u>General Requirements.</u> The Company, at its own expense, shall file and maintain with the City a Certificate of Insurance evidencing general commercial liability insurance coverage (including all of the coverages set forth below). This Certificate of Insurance shall be subject to approval by the City as to company, terms, and coverages. All insurance shall be written on an occurrence basis.

That liability insurance shall name the City of University Place as an additional insured thereunder and must fully protect the City from any and all claims and risks and losses in connection with any acts or omissions by the Company in the performance of this Agreement, to the full extent of coverage afforded to the Company.

That liability insurance must be maintained in full force and effect throughout the Agreement Term and extensions thereof, at the Company's sole expense, for liability for property damage, bodily injury or other personal injury that may occur in connection with activities or omissions by the Company in the performance of this Agreement. The City shall be given 30 calendar days' prior written notice, by certified mail, of any cancellation, lapse, reduction, or material modifications of that insurance.

Coverages of Liability Policy. 26.2. The liability insurance policy and/or an endorsement thereto, as evidenced by the Certificate of Insurance, shall provide the following minimum coverages and limits and contain the following provisions:

> **Bodily Injury** Employees as Additional Insureds Premises/Operations Liability (M&C) Owners and the Company's Protective Liability Products and Completed Operations Liability Blanket Contractual Liability Broad Form Property Damage Liability (including completed operations) Personal Injury with no employee exclusion Stop Gap or Employers' Contingent Liability Automobile Liability, including coverage for owned, non-owned, leased or hired vehicles Explosion Collapse, Underground Damage (X.C.U.)

26.3. Minimum Limits. All coverages shall be, at a minimum, \$2 million per occurrence, provided that coverage in this stated amount shall not be construed to relieve the Company from liability in excess of such limits. The City shall not be deemed or construed to have assessed the risks that may be applicable to the Company under this Agreement. The Company shall assess its own risk and, if it deems appropriate and

prudent, maintain greater limits.

Required Endorsements. The following language must appear in all 26.4. applicable policies and on the Certificate of Insurance:

#### Standard Coverages:

1/2 Extended Bodily Injury Employees as Additional Insureds Premises/Operations Liability (M&C) Owners and the Company's Protective Liability Products and Completed Operations Liability Blanket Contractual Liability Broad Form Property Damage Liability (include completed operations)

Personal Injury coverage A, B, and C, with no employee exclusion Stop Gap or Employers' Contingent Liability

Automobile Liability, including coverage for owned, nonowned, leased or hired vehicles

Standard Limits: \$2,000,000 per occurrence

Endorsement for Additional Insureds:

The City of University Place is named as an additional insured for all coverages provided by this policy of insurance and shall be fully and completely protected to the full extent of coverage of the policy from all claims and risks by this policy and for any and every injury, death, damages and/or loss of any sort whatsoever, including consequential damages sustained by any persons, organization, or corporation in connection with any activity performed by the Company under the provisions of the Agreement entitled Agreement Between the City of University Place, Washington, and Lakewood Refuse Service., for Collection and Disposition of Solid Waste, Recyclable Materials, and Yard Waste. The coverage shall contain no special limitations on the scope of protection afforded to the City (as defined in the Agreement), its officials, employees, or volunteers.

The coverages provided by this policy to the City or any other named insured shall not be terminated, lapse, be reduced or otherwise be modified in any respect without the insurer's providing at least 30 calendar days' prior written notice by certified mail to the City Manager, the City of University Place, City Hall, University Place, Washington 98466.

The coverages provided by this policy shall be primary to any insurance maintained by the City of University Place with respect to claims arising from the Company's performance of the above-referenced Agreement and covered by the Company's obligations and indemnification to the City under that Agreement. Any insurance or self-insurance maintained by those entities, their officials, employees or volunteers shall be in excess of the Company's insurance and shall not contribute with it.

26.5. <u>ACORD Form.</u> If an "ACORD" form of Certificate of Insurance is provided to the City pursuant to this section, it must be modified in the following manner:

The following wording at the top of the ACORD Form shall be deleted in its entirety: "This Certificate is issued as a matter of information only and confers no right upon the certificate holder."

Wording at the bottom of the ACORD Form states, "Should any of the above-described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail \_\_\_\_\_ days written notice to the below Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company," shall be changed to read: "Should any of the above-described policies be canceled, lapse, or be reduced as to coverage before the expiration date thereof, the issuing company shall

mail 30 calendar days' prior written notice to the below-named Certificate Holder and Additional Insured, the City of University Place, by certified mail."

- 26.6. <u>Compliance Required.</u> Notwithstanding any provision in this Agreement to the contrary, failure of the Company to maintain any and all of the terms of the foregoing insurance provisions shall be considered a material breach of this Agreement and shall be cause for its termination at any time at the option of the City.
- **Section 27. MODIFICATION.** This Agreement constitutes the entire Agreement and understanding between the parties hereto. This Agreement shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.
- **Section 28. INTERPRETATION.** If provisions in this Agreement and any referenced WUTC rule or regulation are inconsistent, the provisions of this Agreement shall govern. The City and the Company agree that Memoranda of Understanding may be drafted and agreed to from time to time by the City and the Company and attached to this Agreement for clarity and the understanding of future parties.

# Section 29. ASSIGNMENT.

- 29.1. Assignment; Subcontracting; Delegation of Duties.
- 29.1.1. The City entered into this Agreement with the Company in consideration of the Company's size, limited service area and unique presence in the community. Except for subcontracting identified in this Agreement, the Company shall not assign or subcontract any of the work or delegate any of its duties under this Agreement without the prior written approval of the City.
- 29.1.2. When requested, approval by the City of a subcontract or assignments shall not be unreasonably withheld. However, the City may, in its discretion reduce the remaining Agreement term to 5 years after the effective date of any assignment of this Agreement, but in no event shall the Agreement Term extend beyond December 31, 2025 without further agreement of the parties.
- 29.1.3. In the event of an assignment, subcontracting or delegation of duties, the Company shall remain responsible for the full and faithful performance of this Agreement, and the assignee, subcontractor, other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to complete fully and faithfully the work or responsibility undertaken or other security acceptable to the City.

# 29.2. Change in Control.

- Any change in control or the transfer of a controlling interest in the beneficial ownership of the Company shall constitute a default under the terms of this Agreement, unless the City consents to that transfer. "The transfer of a controlling interest of the Company" shall include, but is not limited to, the transfer of more than 50% of the voting stock or the beneficial ownership of the Company to or from a single entity, unless the City, at the Company's request, approves that transfer in writing. However, intracompany transfers, such as transfers between different subsidiaries or branches of the parent corporation of the Company, or transfers to corporations, limited partnerships or any other entity owned or controlled by the Company as of the date of this Agreement, shall not be construed as the transfer of a controlling interest of the Company. If the City determines that the new ownership can adequately and faithfully render the service required in this Agreement for the remainder of the Agreement Term and has the same commitment to the community as does the Company, the City may elect to execute a novation, allowing the new ownership to assume the rights and duties of this Agreement and releasing the previous ownership of all obligation and liability. The new ownership would then be solely liable for any work and/or claims related to this Agreement.
- 29.2.2. The term "transfer" includes a sale, merger, or change in ownership by operation of law, the issuance of new shares, or conversion of shares without voting rights to voting shares. "Voting stock" means the shares entitled to vote for election of the directors of the corporation.
- 29.2.3. Notwithstanding the requirements above in this Section 29, the Company shall have the right to transfer interests in the beneficial ownership of the Company, and/or to assign this Agreement without City's consent so long as the Company (and/or its transferee or assignee) remains controlled 51% or more, directly or indirectly, by Lakewood Refuse Service.
- 29.2.4. For purposes of this subsection 29.2, control by Lakewood Refuse Service., means control directly or indirectly by any or all of:
- (a) Those natural persons who currently control Lakewood Refuse Service. as of December 31, 2009;
- (b) Spouses or surviving spouses of those persons described in subsection 29.2.1;
- (c) Lineal descendants of those persons described in subsection 29.2.1 (adopted children shall be deemed lineal descendants for purposes of this section);
- (d) A trust, estate, corporation, limited partnership, limited liability company, voting trust or other entity controlled by, or the beneficiaries,

shareholders or members of which are persons described in subsection 29.2.4(a)-(c), above; or

- (e) A corporate trustee designated to act in a fiduciary capacity for the estate or trust of any of the persons described in subsection 29.2.4 (a) –(c), above.
- 29.3. <u>Binding Effect.</u> This Agreement shall be binding on any and all successors or assignees of the Company or the City, in accordance with this Section 29.
- Section 30. COMPLIANCE WITH LAWS. The Company shall conduct operations under this Agreement in compliance with all applicable legal requirements. The Company shall obtain and pay for any permits, taxes and/or licenses required by the City or any other governmental authority for the performance of this Agreement.

#### Section 31. EXCLUSIVE RIGHT.

- 31.1. The City grants the Company the exclusive right to collect, haul and transport all Solid Waste, Recyclable Materials, and Yard Waste generated within the area of the City described in Section 3.4 of this Agreement.
  - 31.2. This Agreement does not apply to:
  - 31.2.1. Solid Waste, Recyclable Materials or Yard Waste self-hauled by the generator;
  - 31.2.2. Recyclable Materials hauled by owners of privately operated recycling centers;
  - 31.2.3. Construction/demolition waste hauled by self-haulers or demolition contractors from a project on which they are providing demolition services in the normal course of their business; or
  - 31.2.4. Yard waste generated and self-hauled by private landscaping services from a landscaping project on which they are working.
- 31.3. The parties agree to cooperate in the enforcement of the provisions of this Agreement and the City's authority to regulate a system of solid waste handling.
- Section 32. FORCE MAJEURE. Neither the City nor the Company will be liable for failure to perform its obligations under this Agreement and such failure shall not be a default under this Agreement when the failure is due to fire, flood, storms, epidemics, earthquakes, volcanic eruptions, war, riot, insurrection, governmental restraint, labor disturbances against entities other than the Company, unavailability of a disposal site or any other causes of any nature that could not be controlled or prevented by the party failing to perform which make this Agreement impossible to perform. In any such case, the party claiming the benefit of this provision shall use due diligence to

remove any such causes and to resume performance under the Agreement as soon as is feasible.

# Section 33. DEFAULTS; FAILURE TO PERFORM CONTRACTUAL OBLIGATIONS.

- 33.1. Company Defaults Involving Disposal. If the Company is notified that it has violated the provisions of this Agreement relating to the disposal of Solid Waste, the Company shall, to the extent it disposed of such Solid Waste, immediately upon receipt of notice from the City, take steps to remedy the violation and to prevent further violations. Such action may include removing such Solid Waste and disposing of it at an approved facility. The Company shall indemnify and hold the City harmless for the cost of (a) any cleanup of a disposal site, required pursuant to state or federal law, when the Company has disposed of Solid Waste at such site in violation of this Agreement; and (b) the removal and/or disposal of any Solid Waste disposed of by the Company in a location that is not authorized under this Agreement.
- 33.2. <u>Other Company Defaults.</u> The Company shall be in default of this Agreement if it violates any provision of this Agreement. In addition to any rights set forth elsewhere in this Agreement, the City reserves the right to declare the Company to be in default of this Agreement if:
  - 33.2.1. The Company fails to commence collection or fails to provide a substantial portion of service under this Agreement for more than five business days after performance is due;
  - 33.2.2. The Company fails to obtain and maintain any permit required by the City or any federal, state or other regulatory body in order to perform the services required under this Agreement and as a result, the Company is prohibited from performing its obligations under this Agreement; or
  - 33.2.3. The Company is in such noncompliance with this Agreement that it creates a serious hazard to public health or safety.

In the event of default, other than a default described in subsections 33.2.1, .2 or .3, the City shall give the Company 45 calendar days' written notice of its intent to exercise its rights under Section 33.3, stating the reasons for such action. With respect to a default described in subsections 33.2.1, .2 or.3, the City shall give the Company 48 hours' written notice of its intent to exercise its rights under Section 33.3, stating the reasons for such action. If the Company cures the stated reason within the applicable cure period or if the Company initiates efforts satisfactory to the City to remedy the stated reason and the efforts continue in good faith, the City shall not exercise its rights under Section 33.3 for the particular incident. If the Company fails to cure the stated reason within the applicable cure period, or if the Company does not undertake efforts satisfactory

to the City to remedy the stated reason, the City may, without impairing any of its rights hereunder, exercise its rights under Section 33.3.

- 33.3 <u>City Remedies.</u> If the Company is in default under this Agreement, and after any cure period, the City may pursue any or all of the following:
  - (i) Terminate this Agreement by written notice and order the Company to discontinue further service;
  - (ii) Be released from its obligations under this Agreement and use any other method or person to perform those services;
    - (iii) Seek the judicial remedy of specific performance; and
    - (iv) Pursue any other remedy available at law or equity.
- 33.4. Company Right to Terminate. If the City fails to comply with this Agreement and fails to cure such breach within 45 days after written notice thereof from the Company (or if the default cannot reasonably be cured within 45 days, then if the City fails to commence to cure the default within such 45 days and fails to diligently and in good faith continue to cure the default within a reasonable period thereafter), then the Company may, without impairing any other of its rights hereunder, terminate this Agreement by written notice at any time after such 45 day period (or extended period).
- 33.5. <u>Right to Require Performance</u>. The failure of either party at any time to require performance by the other of any provisions hereof shall in no way affect the right of that party thereafter to enforce the same. Waiver by a party of any breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- **Section 34. NOTICES.** All notices required under this Agreement shall be personally delivered, sent by confirmed facsimile transmission or mailed by certified or registered mail, postage prepaid, as follows:

If to the Company, address to: Harold Lemay Enterprises, Inc. DBA

Lakewood Refuse Service

PO Box 44459 Tacoma, WA 98444 Attn: Charlie Maxwell

If to the City, address to:

City of University Place 3715 Bridgeport Way West

University Place, Washington 98466

Attn: City Manager

- Or to such other address as any party shall specify by written notice so given. Notices shall be deemed to have been given and received as of the date personally delivered or received by confirmed facsimile transmission or three business days after deposit in the U.S. Mail.
- **Section 35. ENFORCEMENT OF AGREEMENT.** If either party shall bring any action to interpret or enforce any provision of this Agreement, the losing party shall pay the successful party a reasonable sum for attorney fees and costs actually incurred, including those related to any appeal.
- **Section 36. RELATIONSHIP OF PARTIES.** The City and the Company intend that an independent City/Company relationship be created by this Agreement. Responsibility for the implementation of services lies solely with the Company. No agent, employee, servant or representative of the Company shall be deemed to be an employee, agent, servant, or representative of the City.
- Section 37. GOVERNING LAW; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action brought under this Agreement shall be in Pierce County, Washington
- **Section 38. SEVERABILITY.** If any term or provision of this Agreement is, to any extent, held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.
- **Section 39. NO THIRD-PARTY BENEFICIARIES.** This Agreement is entered into by the City in its governmental capacity and is not intended nor does it create any third-party beneficiary or other rights in any private person.
- Section 40. EXECUTION/AGREEMENT DATE. This Agreement is effective on the Agreement Date and is executed on the date(s) shown below.

# CITY OF UNIVERSITY PLACE

Robert W. Jean	Date	
City Manager	2	
Approved as to Form:		
Janean Parker, City Attorney	Date	
Harold Lemay Enterprises, Inc., DBA Lakewood	Refuse Service	
Eddie Westmoreland, Area Vice President	Date	

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Drop Box	2 N.A.				Each Time			\$0.00	<del></del>	<del> </del>		<del></del>	\$ -			<del></del>	0.00%	\$0.0
Container	2 N.A.				Each Time	\$ 36.72	\$ -	\$0.00	-\$0.10	\$ 36.63	\$0.00	)	\$ -	\$0.00	\$0.10	\$ 36.72	0.00%	\$0.0
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Truck Tires (each)	4 N.A.				Each	\$ 15.46	\$ -		+				\$ -				0.00%	\$0.0
Appliances (each)	4 N.A.		ļ		Each	\$ 46.36	\$ -	\$0.00		<del>,</del>		<del></del>	\$ -				0.00%	\$0.0
Ash (per yard)	4 N.A.			<u> </u>	Per Yard Per Yard	\$ 42.50 \$ 231.88	\$ -	\$0.00		\$ 42,39 \$ 231.26			\$ -	\$0.00		\$ 42.50 \$ 231.88	0.00%	\$0.0 \$0.0
Asbestos (per yard) Intermodal Containers - cost plus 10% (plus time rates shown be	4 N.A.				rei iaiu	\$ 231.00	\$ -	\$0,00	J: -\$0.02	3 231.20	φυ.υι	!	1 -	φο,σε	Ψ0.02	\$ 231.00	0.0076	Ψ0,
Rate per Hour	sion wildir application																	
Single Rear-Drive Axle Truck				-		1				<u> </u>								
Non-Packer Truck and Driver	2 N.A.			<u> </u>	Per Hour	\$ 44.72		\$0.00					\$ -					\$0.0
Packer Truck and Driver Drop Box Truck and Driver	2 N.A. 2 N.A.			<u> </u>	Per Hour Per Hour	\$ 71.54 \$ 45.53		\$0.00					\$ -					
Each Extra Person	2 N.A.			<del> </del>	Per Hour	\$ 35.77		\$0.00					\$ -					\$0.
Tandem Rear-Drive Axle Truck					1			Ţ					<u> </u>	·				\$0.
Packer Truck and Driver	2 N.A.				Per Hour			\$0.00					\$ -					
Tractor or Drop Box Truck and Driver	2 N.A.		<del></del>			\$ 91.08		\$0,00					\$ -					
Each Extra Person or axle	2 N.A.				Per Hour	\$ 35.77	<b>5</b> -	\$0.00	-\$0.10	\$ 35.68	\$0.00	J	\$ -	\$0,00	\$0,10	\$ 35.77	0.00%	\$0.
Refunds	1 N.A.				Minimum	\$ 7.91	\$ -	\$0.00	-\$0.02	\$ 7.89	\$0,00	)	\$ -	\$0.00	\$0.02	\$ 7.91	0.00%	
	i   11.7%		<del> </del>	<del> </del>		1	<del>-</del>	ψ0.00		7 7.00	1 40.00	]	<del>-</del>	<del> </del>	70.02	1,01	3.0070	
		1			1	i	i	1		<u>i</u>		<del>- </del>	<del></del>	<del>-</del>				
Residential Service						<u> </u>				1	į.	!						1
Residential Service Residential Garbage and Recycling					D-4-						1	-	-					
Residential Service Residential Garbage and Recycling	Rate Ceiling Garbage a		Description		Rate Qualifier		Rate		ALIVA AND AND AND AND AND AND AND AND AND AN	111		To make the second seco					-	
Residential Service Residential Garbage and Recycling	Rate Ceiling Garbage a Schedule Lbs, Per N	fo. Frequency	Description Garbage service only		Rate Qualifier	\$ 17.90	Rate \$ -	-\$1.22	2 -\$0.05	\$ 16.63	3 \$ 0.12	The management of the state of	\$ -	\$1.22	\$0.05			
Residential Service Residential Garbage and Recycling Quantity Size		fio. Frequency 54 Every-other Wk 54 Every-other Wk	Garbage service only Garbage and recycling s	ervice		\$ 17.90 \$ 16.33	\$ - \$ -	-\$1.22	2 -\$0.04	\$ 15.07	7 \$ 0.12		\$ -	\$1.22	\$0.04	\$ 16.45	0.74%	\$0.
Residential Service Residential Garbage and Recycling  Quantity Size 1 24 gal. Toter 1 24 gal. Toter 1 48 gal. Toter	Schedule Lbs, Per M 1 1 1	fo. Frequency 54 Every-other Wk 54 Every-other Wk 88 Every-other Wk	Garbage service only Garbage and recycling s Garbage service only	1		\$ 17.90 \$ 16.33 \$ 20.61	\$ - \$ - \$ -	-\$1.22 -\$1.22	2 -\$0.04 2 -\$0.06	\$ 15.07 \$ 19.33	\$ 0.12 3 \$ 0.20		\$ - \$ -	\$1.22 \$1.22	\$0.04	\$ 16.45 \$ 20.81	0.74% 0.97%	\$0. \$0.
Residential Service   Residential Garbage and Recycling	Schedule Lbs, Per M  1  1  1  1  1  1	54 Every-other Wk 54 Every-other Wk 88 Every-other Wk 88 Every-other Wk	Garbage service only Garbage and recycling s Garbage service only Garbage and recycling s	1		\$ 17.90 \$ 16.33 \$ 20.61 \$ 19.05	\$ - \$ - \$ -	-\$1.22 -\$1.22 -\$1.22	2 -\$0.04 2 -\$0.06 2 -\$0.05	\$ 15.07 \$ 19.33 \$ 17.78	7 \$ 0.12 3 \$ 0.20 3 \$ 0.20		\$ - \$ - \$ -	\$1.22 \$1.22 \$1.22	\$0.04 \$0.06 \$0.05	\$ 16.45 \$ 20.81 \$ 19.25	0.74% 0.97% 1.05%	\$0. \$0. \$0.
Residential Service   Residential Garbage and Recycling	Schedule   Lbs, Per N	54 Every-other Wk 54 Every-other Wk 88 Every-other Wk 88 Every-other Wk 88 Every-other Wk 166 Weekly	Garbage service only Garbage and recycling s Garbage service only Garbage and recycling s Garbage service only	ervice		\$ 17.90 \$ 16.33 \$ 20.61 \$ 19.05 \$ 27.78	\$ - \$ - \$ - \$ -	-\$1.22 -\$1.22 -\$1.22 -\$1.22	2 -\$0.04 2 -\$0.06 2 -\$0.05 2 -\$0.07	\$ 15.07 \$ 19.33 \$ 17.78 \$ 26.49	7 \$ 0.12 3 \$ 0.20 3 \$ 0.20 6 \$ 0.37		\$ - \$ - \$ -	\$1.22 \$1.22 \$1.22 \$1.22	\$0.04 \$0.06 \$0.05 \$0.08	\$ 16.45 \$ 20.81 \$ 19.25 \$ 28.16	0.74% 0.97% 1.05% 1.33%	\$0. \$0. \$0.
Residential Service   Residential Garbage and Recycling	Schedule Lbs, Per M  1  1  1  1  1  1	54 Every-other Wk 54 Every-other Wk 88 Every-other Wk 88 Every-other Wk 166 Weekly 166 Weekly	Garbage service only Garbage and recycling s Garbage service only Garbage and recycling s Garbage service only Garbage and recycling s	ervice		\$ 17.90 \$ 16.33 \$ 20.61 \$ 19.05 \$ 27.78 \$ 26.21	\$ - \$ - \$ - \$ - \$ -	-\$1.22 -\$1.22 -\$1.22	2 -\$0.04 2 -\$0.06 2 -\$0.05 2 -\$0.07 2 -\$0.07	\$ 15.07 \$ 19.33 \$ 17.78 \$ 26.49 \$ 24.92	7 \$ 0.12 3 \$ 0.20 3 \$ 0.20 3 \$ 0.37 2 \$ 0.37		\$ - \$ - \$ -	\$1.22 \$1.22 \$1.22 \$1.22 \$1.22	\$0.04 \$0.06 \$0.08 \$0.08 \$0.08	\$ 16.45 \$ 20.81 \$ 19.25 \$ 28.16 \$ 26.58	0.74% 0.97% 1.05% 1.33% 1.41%	\$0. \$0. \$0. \$0. \$0.
Residential Service	Schedule   Lbs. Per M	54 Every-other Wk 54 Every-other Wk 88 Every-other Wk 88 Every-other Wk 166 Weekly 166 Weekly 132 Every-other Wk 132 Every-other Wk	Garbage service only Garbage and recycling s	ervice ervice	Qualifier	\$ 17.90 \$ 16.33 \$ 20.61 \$ 19.05 \$ 27.78 \$ 26.21 \$ 22.76 \$ 21.16	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	-\$1.22 -\$1.22 -\$1.22 -\$1.22 -\$1.22 -\$1.22 -\$1.22	2 -\$0.04 2 -\$0.05 2 -\$0.05 2 -\$0.07 2 -\$0.07 2 -\$0.06 2 -\$0.06	\$ 15.07 \$ 19.33 \$ 17.78 \$ 26.49 \$ 24.92 \$ 21.48 \$ 19.88	\$ 0.12 3 \$ 0.20 3 \$ 0.20 3 \$ 0.37 2 \$ 0.37 3 \$ 0.30 3 \$ 0.30		\$ - \$ - \$ - \$ - \$ - \$ -	\$1.22 \$1.22 \$1.22 \$1.22 \$1.22 \$1.22 \$1.22	\$0.04 \$0.06 \$0.05 \$0.05 \$0.06 \$0.07 \$0.06	\$ 16.45 \$ 20.81 \$ 19.25 \$ 28.16 \$ 26.58 \$ 23.06 \$ 21.46	0.74% 0.97% 1.05% 1.33% 1.41% 1.32%	\$0. \$0. \$0. \$0. \$0. \$0.
Residential Service	Schedule   Lbs. Per M	Mo. Frequency 54 Every-other Wk 54 Every-other Wk 88 Every-other Wk 88 Every-other Wk 166 Weekly 166 Weekly 132 Every-other Wk 132 Every-other Wk 199 Weekly	Garbage service only Garbage and recycling s Garbage service only Garbage service only	ervice ervice ervice	Qualifier Per Month Per Month Per Month	\$ 17.90 \$ 16.33 \$ 20.61 \$ 19.05 \$ 27.78 \$ 26.21 \$ 22.76 \$ 21.16 \$ 33.07	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	-\$1.22 -\$1.22 -\$1.22 -\$1.22 -\$1.22 -\$1.22 -\$1.22	2 -\$0.04 2 -\$0.06 2 -\$0.05 2 -\$0.07 2 -\$0.07 2 -\$0.06 2 -\$0.06	\$ 15.07 \$ 19.33 \$ 17.78 \$ 26.49 \$ 24.92 \$ 21.48 \$ 19.88 \$ 31.76	7 \$ 0.12 8 \$ 0.20 8 \$ 0.20 9 \$ 0.37 2 \$ 0.37 8 \$ 0.30 8 \$ 0.30 6 \$ 0.45		\$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$1.22 \$1.22 \$1.22 \$1.22 \$1.22 \$1.22 \$1.22 \$1.22 \$1.22	\$0.04 \$0.06 \$0.05 \$0.08 \$0.07 \$0.06 \$0.06 \$0.06	\$ 16.45 \$ 20.81 \$ 19.25 \$ 28.16 \$ 26.58 \$ 23.06 \$ 21.46 \$ 33.52	0.74% 0.97% 1.05% 1.33% 1.41% 1.32% 1.42% 1.36%	\$0. \$0. \$0. \$0. \$0. \$0. \$0.
Residential Service	Schedule   Lbs. Per M	54 Every-other Wk 54 Every-other Wk 88 Every-other Wk 88 Every-other Wk 166 Weekly 166 Weekly 132 Every-other Wk 132 Every-other Wk	Garbage service only Garbage and recycling s	ervice ervice ervice	Qualifier  Per Month Per Month	\$ 17.90 \$ 16.33 \$ 20.61 \$ 19.05 \$ 27.78 \$ 26.21 \$ 22.76 \$ 21.16 \$ 33.07 \$ 29.92	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	-\$1.22 -\$1.22 -\$1.22 -\$1.22 -\$1.22 -\$1.22 -\$1.22	2 -\$0.04 2 -\$0.06 2 -\$0.05 2 -\$0.07 2 -\$0.07 2 -\$0.06 2 -\$0.06 2 -\$0.08 2 -\$0.08	\$ 15.07 \$ 19.33 \$ 17.78 \$ 26.49 \$ 24.92 \$ 21.48 \$ 19.88 \$ 31.76 \$ 28.62	7 \$ 0.12 8 \$ 0.20 8 \$ 0.20 9 \$ 0.37 2 \$ 0.37 2 \$ 0.30 8 \$ 0.30 8 \$ 0.30 9 \$ 0.45 1 \$ 0.45		\$ - \$ - \$ - \$ - \$ - \$ -	\$1.22 \$1.22 \$1.22 \$1.22 \$1.22 \$1.22 \$1.22 \$1.22 \$1.22 \$1.22	\$0.04 \$0.06 \$0.08 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$ 16.45 \$ 20.81 \$ 19.25 \$ 28.16 \$ 26.58 \$ 23.06 \$ 21.46 \$ 33.52 \$ 30.37	0.74% 0.97% 1.05% 1.33% 1.41% 1.32% 1.42% 1.36% 1.51%	\$0. \$0. \$0. \$0. \$0. \$0. \$0.

	v Place Refu	se Service, Inc.						and confidence of the confiden		Less	-0.27%		The second secon		And the state of t	Restore	0,27%			
									effective	1 !	Less				0.00%	<u> </u>	Restore	1		
Tariff Work	sheet - effecti	ve 3-1-10							3/1/2010		Sec 17.7		Dump	Requeste	j	Sec 17.7	Sec 17.7			
					-				June-June		Rate	<u> </u>	Fee	Drop	0.00%	Rate	Rate		+	
								Final	CPI X 70%			Adjusted	Increase	Box	Rate	Ceiling		Final	† †	
			1					i .	-0.4% x 70%		Exempted		\$	1.51 Increase		Exempted	Exempted	Base Rates		Difference
EVUIDIT	Dete			+	-	-		3/1/2009	0.00%	(\$1.22 for	Amount	(AR)	per ton	2.00%	Adjustment	Amount	Amount	3/1/201	0 Change	
EXHIBIT A -						9/23/2009				recycling)	(bridge toll		(see sched. 4	3.)		(recycling)	(bridge toll)			
	Each Add'l	64 gal. Toter	1			Garbage service only	Per Month	\$ 11.10		\$0.00	-\$0.03			0.30	\$ -	\$0.00				\$0.3
	Each Add'l Each Add'l	64 gal. Toter 64 gal. Toter	1		2 Every-other Wk		Per Month	\$ 9.52		\$0.00	-\$0.03			0.30	\$ -	\$0.00		<del></del>		\$0.3
	Each Add'i	64 gal. Toter	1		9 Weekly 9 Weekly	Garbage service only Garbage and recycling service	Per Month Per Month	\$ 21.43 \$ 18.26		\$0.00 \$0.00	-\$0.06 -\$0.05			0.45	\$ -	\$0.00				\$0.4 \$0.4
	Each Add'l	96 gal. Toter	1	<del></del>	6 Weekly	Garbage service only	Per Month	\$ 31.55		\$0.00	-\$0.08	; · · · · · · · · · · · · · · · · · · ·		0.60	\$ - \$ -	\$0.00				\$0.4
	Each Add'l	96 gal. Toter	1	<del></del>	6 Weekly	Garbage and recycling service	Per Month			\$0.00	-\$0.07			0.60	\$ -	\$0.00				\$0.6
		24 gal. Toter	1	2	5 Occasional	Extra on-route pickup		\$ 3.65		\$0.00	-\$0.01			0.06	\$ -	\$0.00		+		\$0.0
		48 gal. Toter	1		1 Occasional	Extra on-route pickup		\$ 6.65	\$ -	\$0.00	-\$0.02	\$ 6.6	3 \$	0.09	\$ -	\$0.00	<del></del>			\$0.0
		64 gal. Toter	11		1 Occasional	Extra on-route pickup		\$ 8.71		\$0.00	-\$0.02			0.14	\$ -	\$0.00		+ *		\$0.1
	Each Can, Bag or Bu Recycle only service	· · · · · · · · · · · · · · · · · · ·	1	<del></del>	4 Occasional	Extra garbage	Per Pickup		<u> </u>	\$0.00	-\$0.01			0.08	\$ -	\$0.00				\$0.0
	Recycle unly service	Note: Pickup frequency for recycling no		N.A.	Every-other Wk		Per Month	\$ 6.34	\$ -	-\$1.22	-\$0.02	\$ 5.1	0 \$	-	\$ -	\$1.22	2 \$0.02	\$ 6.34	0.00%	\$0.0
		Residential Service						<u> </u>							-		-		+	
<del></del>		Residential Service	e - continue	<del>Ju</del>									-			1			+	
														5	-					
Additional Carry	ryout Charges						1				<u> </u>			# # #			1			
				Garbage ave.			Rate				-									
	Frequency	Description	Schedule	Lbs. Per Mo.	ļ		Qualifier	_	Rate						1			ļ		
	Weekly	Over 5 feet but not over 25 feet For each additional 25 feet or fraction	1 the 1	N.A.			Per Month	\$ 3.08		\$0.00		<del> </del>		0,00	\$ -	\$0.01				\$0.0
···		Drive-ins on driveways over 125 ft	uic; I : 1	N.A.			Per Month Per Month	\$ 2.33 \$ 10.90		\$0.00	-\$0.01			0.00	\$ -	\$0,01		<del></del>		\$0.0
		For each step up or down	1	N.A.			Per Month	\$ 10.90		\$0.00 \$0.00	-\$0.03 \$0.00			0.00	<b>\$</b> -	\$0,0i		and residence with the property of the same		\$0,0 \$0,0
		For each overhead obstruction less that	an 1	N.A.	<u> </u>		Per Month	\$ 1.98	<del></del>	\$0.00	-\$0.01			0.00	\$ -	\$0.0				\$0.0
		Sunken cans, or raised cans 4 feet and	da 1	N.A.			Per Month	\$ 2.33		\$0.00	-\$0.01	-		0.00	\$ -	\$0.0				\$0.0
Yardwaste Colle	lection														1		1	1		
			Rate Ceiling	Garbage ave.			Rate										<u> </u>			
			i					-	T								· ·			
	Quantity	Size	Schedule	Lbs. Per Mo.	Frequency	Description	Qualifier	1	Rate							<u> </u>		1		
	1	60 gal. Toter	1	N.A.	Every-other Wk	· · · · · · · · · · · · · · · · · · ·		\$ 5.75	\$ -	\$0.00	-\$0.02			0.00	\$ -	. \$0.0	0 \$0.02	2 \$ 5.75		\$0.00
	1	60 gal. Toter	1 1	N.A.	Special Pickup	Yardwaste service only	Per Pickup			\$0.00	-\$0,03			0.00	\$ -	\$0.0				\$0.0
	1	90 gal. Toter 90 gal. Toter	1 1	N.A.	Every-other Wk	Yardwaste service only	Per Month		+	\$0.00	-\$0.02			0.00	\$ -	\$0.0	<del></del>	<del></del>		\$0.00
	Each Can, Bag or Bu		1	N.A.	Special Pickup Occasional	Yardwaste service only Extra Yardwaste	Per Pickup Per Pickup			\$0.00	-\$0.03 -\$0.01			0.00	\$ -	\$0.0	<del></del>	<del></del>		\$0.00 \$0.00
		or service cancelled and restarted within	12 1	N.A.	Coccolorial	Extra Tarawasie	Each Time	·		\$0.00	-\$0.06			0.00	\$ -	\$0.0		<del></del>		\$0,0
Multi-Family Red	ecvalina									70.00	,,,,,,	<u> </u>			<del></del>	T	<u> </u>		+	<del>-</del>
			Rate Ceiling	Garbage ave.			Rate											-	-	
			3												1			-	+	
	Description		Schedule	Lbs. Per Mo.			Qualifier	-	Rate						1					
	Recycling Customers		3	N.A.			Per Month	<del> </del>		-\$1.45				0.00	\$ (0.03			1 \$ 5.32	2 -0.56%	-\$0.0
	Non-recycling Custor	mers	3	N.A.		ļ	Per Month	\$ 6.35	\$ -	-\$1.72	-\$0.02	\$ 4.6	1 5	0,00	\$ (0.03	) \$1,7	2 \$0,02	2 \$ 6.32	2 -0.47%	-\$0.0
Loose and Bulk	ky Material				<u> </u>			1						İ						
			Rate Ceiling	Garbage ave.			Rate	-					Į.							
	D			<del>                                     </del>	<u> </u>															
	Description Regular Route		Schedule	Lbs. Per Mo.	·		Qualifier		Rate				ĺ			1	<del></del>	<u> </u>		
	Bulky Ma	terials	2	134	4	(1 yard minimum charge)	Per Yard	\$ 14.64	l e	\$0.00	\$0.04	\$ 14.6	<u>n</u>	0.20	\$ -	\$0.00	0 60.04	1 6 14 0	1 2.05%	60.2
	Daily Mid	Carry Charge (per each 5 feet over 8 fe		N.A.		3. Joie minimum charges	Per Yard	\$ 3.05		\$0.00 \$0.00				0.30	\$ - \$ -	\$0.0 \$0.0				\$0.3 \$0.0
	Loose Ma		2	134	4	(2 yards minimum charge)									<del></del>					
						(2 yards minimum charge)	Per Yard	\$ 15.87	\$ -	\$0.00				0.30	\$ -	\$0.0	0 \$0.04	4 \$ 16.17	1.9076	φυ.J
		Carry Charge (per each 5 feet over 8 fe	ee 2	N.A.		(2 yards millimum charge)	Per Yard Per Yard			\$0.00 \$0.00		\$ 15.8 \$ 7.3		0.00	\$ -	· · · · · · · · · · · · · · · · · · ·				
		Carry Charge (per each 5 feet over 8 food Time Charges To Rates Shown Above	ee 2			(2 yards milliman didige)														
Commercial S		Carry Charge (per each 5 feet over 8 fdd Time Charges To Rates Shown Abov	ee 2			(2 Julius Illiminum Gridige)														
Commercial S	Service	Carry Charge (per each 5 feet over 8 fed Time Charges To Rates Shown Abov	ee 2			E yards milliminan shargey														
	Service	Carry Charge (per each 5 feet over 8 fed Time Charges To Rates Shown Abov	ee 2 e			La fanca millioni direnge)						\$ 7.3								
	Service arbage Toters	dd Time Charges To Rates Shown Abov	ee 2 ee Rate Ceiling	N.A.  Garbage ave. Lbs. Per Mo.	Frequency	Description	Per Yard	\$ 7.33	\$ -	\$0.00	-\$0.02	\$ 7.3								
	Service arbage Toters Quantity 1st 1	dd Time Charges To Rates Shown Abov Size 60 gal. Toter	ee 2 ee Rate Ceiling	N.A.  Garbage ave. Lbs. Per Mo.	Every-other Wk	Description Garbage service only	Per Yard  Rate  Qualifier Per Month	\$ 7.33 \$ 21.16	Rate	\$0.00 -\$1.22	-\$0.02 -\$0.06	\$ 7.3	8 \$	0.00		\$0.0	2 \$0.02	2 \$ 7.33 6 \$ 21.46	3 0.00% 0.00%	\$0.0
	Service Arbage Toters  Quantity 1st 1 Each Add'l	Size 60 gal. Toter 60 gal. Toter	Rate Ceiling Schedule 1	N.A.  Garbage ave. Lbs. Per Mo.  132 132	Every-other Wk Every-other Wk	Description Garbage service only Garbage service only	Per Yard  Rate Qualifier Per Month Per Month	\$ 7.33 \$ 21.16 \$ 9.51	Rate	\$0.00 -\$1.22 \$0.00	-\$0.02 -\$0.06 -\$0.03	\$ 7.3 \$ 19.8 \$ 9.4	2 S	0.30	\$ - \$ - \$ -	\$1.2 \$1.2	2 \$0.02 0 \$0.02	2 \$ 7.33 6 \$ 21.46 3 \$ 9.8	3 0.00% 3 1.42% 1 3.16%	\$0.0 \$0.3 \$0.3
	Service Arbage Toters  Quantity 1st 1 Each Add' 1	Size 60 gal. Toter 60 gal. Toter 60 gal. Toter	Rate Ceiling Schedule 1 1 1	N.A. Garbage ave. Lbs. Per Mo. 132 132 60	Every-other Wk Every-other Wk Special pickup	Description Garbage service only Garbage service only Garbage service only	Rate Qualifier Per Month Per Month Per Pickup	\$ 7.33 \$ 21.16 \$ 9.51 \$ 18.25	Rate \$ - \$ - \$ - \$ - \$	\$0.00 -\$1.22 \$0.00 -\$1.22	-\$0.02 -\$0.06 -\$0.03 -\$0.05	\$ 7.3 \$ 19.8 \$ 9.4 \$ 16.9	8 \$ 8 \$ 8 \$	0.30 0.30 0.31	\$ - \$ - \$ - \$ -	\$1.2 \$0.0 \$1.2	2 \$0.02 0 \$0.03 2 \$0.05	2 \$ 7.33 5 \$ 21.46 3 \$ 9.87 5 \$ 18.38	3 0.00% 3 1.42% 1 3.16% 3 0.77%	\$0.0 \$0.3 \$0.3 \$0.3
	Service arbage Toters Quantity 1st 1 Each Add'l 1st 1	Size 60 gal. Toter 60 gal. Toter 60 gal. Toter 60 gal. Toter 60 gal. Toter	Rate Ceiling Schedule 1 1 1 1	N.A.  Garbage ave. Lbs. Per Mo.  132 132 60 199	Every-other Wk Every-other Wk Special pickup Weekly	Description Garbage service only Garbage service only Garbage service only Garbage service only	Rate Qualifier Per Month Per Pickup Per Month	\$ 7.33 \$ 21.16 \$ 9.51 \$ 18.25 \$ 29.92	Rate \$ - \$ - \$ - \$ - \$ - \$ - \$	\$0.00 -\$1.22 \$0.00 -\$1.22 -\$1.22	-\$0.02 -\$0.06 -\$0.03 -\$0.05	\$ 19.8 \$ 19.8 \$ 9.4 \$ 16.9 \$ 28.6	8 \$ \$ 8 \$ 8 \$ 2 \$	0.30 0.30 0.31 0.32 0.34 0.45	\$ - \$ - \$ - \$ -	\$1.2 \$1.2 \$0.0 \$1.2 \$1.2	2 \$0.02 0 \$0.02 2 \$0.05 2 \$0.05 2 \$0.05	5 \$ 21.44 3 \$ 9.8 5 \$ 18.33 8 \$ 30.37	3 0.00% 3 1.42% 1 3.16% 3 0.77% 7 1.51%	\$0.0 \$0.3 \$0.3 \$0.1 \$0.4
	Service Arbage Toters Quantity 1st 1 Each Add'l 1st 1 Each Add'l	Size 60 gal. Toter 60 gal. Toter 60 gal. Toter 60 gal. Toter 60 gal. Toter 60 gal. Toter	Rate Ceiling Schedule 1 1 1	N.A.  Garbage ave. Lbs. Per Mo.  132  132  60  199  199	Every-other Wk Every-other Wk Special pickup Weekly Weekly	Description Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only	Rate Qualifier Per Month Per Pickup Per Month Per Month Per Month	\$ 7.33 \$ 21.16 \$ 9.51 \$ 18.25 \$ 29.92 \$ 18.26	Rate \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	\$0.00 -\$1.22 \$0.00 -\$1.22 -\$1.22 -\$1.22	-\$0.02 -\$0.06 -\$0.03 -\$0.05 -\$0.08	\$ 7.3 \$ 19.8 \$ 9.4 \$ 16.9 \$ 28.6 \$ 16.9	2 S 8 S 8 S 8 S 9 S	0.30 0.30 0.14 0.45	\$ - \$ - \$ - \$ - \$ - \$ -	\$1.2 \$0.0 \$1.2 \$1.2 \$1.2 \$1.2	2 \$0.06 0 \$0.02 2 \$0.06 2 \$0.05 2 \$0.06 2 \$0.06	2 \$ 7.33 5 \$ 21.44 3 \$ 9.87 5 \$ 18.33 8 \$ 30.33 5 \$ 18.7	3 0.00% 3 1.42% 1 3.16% 3 0.77% 7 1.51% 1 2.47%	\$0.0 \$0.3 \$0.3 \$0.1 \$0.4 \$0.4
	Service arbage Toters Quantity 1st 1 Each Add'l 1st 1	Size 60 gal. Toter 60 gal. Toter 60 gal. Toter 60 gal. Toter 60 gal. Toter 60 gal. Toter 90 gal. Toter	Rate Ceiling Schedule 1 1 1 1 1 1 1 1	Garbage ave. Lbs. Per Mo. 132 132 60 199 199 266	Every-other Wk Every-other Wk Special pickup Weekly Weekly Weekly	Description Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only	Rate Qualifier Per Month Per Pickup Per Month Per Month Per Month Per Month Per Month	\$ 7.33 \$ 21.16 \$ 9.51 \$ 18.25 \$ 29.92 \$ 18.26 \$ 38.68	Rate	\$0.00 -\$1.22 \$0.00 -\$1.22 -\$1.22 -\$1.22 -\$1.22	-\$0.02 -\$0.06 -\$0.03 -\$0.05 -\$0.05 -\$0.10	\$ 19.8 \$ 9.4 \$ 16.9 \$ 28.6 \$ 16.9 \$ 37.3	2 S 8 S 8 S 8 S 8 S 9 S 6 S	0.30 0.30 0.30 0.14 0.145 0.45	\$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$1.2 \$0.0 \$1.2 \$1.2 \$1.2 \$1.2	2 \$0.02 0 \$0.03 2 \$0.05 2 \$0.05 2 \$0.05 2 \$0.05 2 \$0.05	2 \$ 7.33 5 \$ 21.44 3 \$ 9.83 5 \$ 18.33 3 \$ 30.33 5 \$ 18,74 4 \$ 39.24	3 0.00% 3 1.42% 1 3.16% 3 0.77% 7 1.51% 1 2.47% 3 1.55%	\$0.0 \$0.3 \$0.3 \$0.1 \$0.4 \$0.4
	Service arbage Toters Quantity 1st 1 Each Add'l 1st 1 Each Add'l 1st 1 Each Add'l 1st 1	Size 60 gal. Toter 60 gal. Toter 60 gal. Toter 60 gal. Toter 60 gal. Toter 60 gal. Toter	Rate Ceiling Schedule  1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	N.A.  Garbage ave. Lbs. Per Mo.  132 132 60 199 199 266 266	Every-other Wk Every-other Wk Special pickup Weekly Weekly Weekly Weekly	Description Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only	Rate Qualifier Per Month Per Month Per Month Per Month Per Month Per Month Per Month Per Month	\$ 7.33 \$ 21.16 \$ 9.51 \$ 18.25 \$ 29.92 \$ 18.26 \$ 38.68 \$ 27.02	Rate	\$0.00 -\$1.22 \$0.00 -\$1.22 -\$1.22 -\$1.22 -\$1.22 -\$1.22	-\$0.02 -\$0.06 -\$0.03 -\$0.05 -\$0.05 -\$0.00 -\$0.00	\$ 19.8 \$ 9.4 \$ 16.9 \$ 28.6 \$ 16.9 \$ 37.3 \$ 25.7	2	0.00 0.30 0.30 0.14 0.45 0.45 0.45	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$1.2 \$0.0 \$1.2 \$1.2 \$1.2 \$1.2 \$1.2 \$1.2	2 \$0.02 0 \$0.02 2 \$0.03 2 \$0.03 2 \$0.05 2 \$0.05 2 \$0.05	3 \$ 21.46 3 \$ 9.8° 5 \$ 18.3° 5 \$ 18.7° 1 \$ 39.20° 7 \$ 27.60°	3 0.00% 3 1.42% 1 3.16% 3 0.77% 1 5.15% 1 2.47% 3 1.55% 2 2.23%	\$0.0 \$0.3 \$0.3 \$0.1 \$0.4 \$0.4 \$0.6 \$0.6
	Service arbage Toters Quantity 1st 1 Each Add'l 1st 1 Each Add'l 1st 1 Each Add'l 1st 1	Size 60 gal. Toter 60 gal. Toter 60 gal. Toter 60 gal. Toter 60 gal. Toter 90 gal. Toter 90 gal. Toter	Rate Ceiling Schedule  1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	N.A.  Garbage ave. Lbs. Per Mo.  132 132 60 199 199 266 266 90	Every-other Wk Every-other Wk Special pickup Weekly Weekly Weekly Weekly	Description Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only	Rate Qualifier Per Month Per Pickup Per Month Per Month Per Month Per Month Per Month	\$ 7.33 \$ 21.16 \$ 9.51 \$ 18.25 \$ 29.92 \$ 18.26 \$ 38.68 \$ 27.02	Rate   S   -     S   -	\$0.00 -\$1.22 \$0.00 -\$1.22 -\$1.22 -\$1.22 -\$1.22	-\$0.02 -\$0.06 -\$0.03 -\$0.05 -\$0.08 -\$0.10 -\$0.07 -\$0.07	\$ 19.8 \$ 9.4 \$ 16.9 \$ 28.6 \$ 16.9 \$ 37.3 \$ 25.7 \$ 23.6	2	0.30 0.30 0.30 0.14 0.145 0.45	\$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$1.2 \$0.0 \$1.2 \$1.2 \$1.2 \$1.2	2 \$0.05 0 \$0.02 2 \$0.05 2 \$0.05 2 \$0.05 2 \$0.05 2 \$0.05 2 \$0.07	2 \$ 7.33 3 \$ 21.46 3 \$ 9.8' 5 \$ 18.3' 5 \$ 18.7' 1 \$ 39.2' 7 \$ 27.6: 7 \$ 25.11	3 0.00% 3 1.42% 1 3.16% 3 0.77% 7 1.51% 1 2.47% 8 1.55% 2 2.23% 8 0.80%	\$0.0 \$0.3 \$0.3 \$0.1 \$0.4 \$0.6 \$0.6 \$0.6
Commercial Gar	Service  Arbage Toters  Quantity  1st 1  Each Add'   1 st 1  Each Add'   1st 1  Each Add'   1st 1  Each Add'   1st 1  Each Add'   1st 1  Each Add'   1ast 1	Size 60 gal. Toter 60 gal. Toter 60 gal. Toter 60 gal. Toter 60 gal. Toter 90 gal. Toter 90 gal. Toter	Rate Ceiling Schedule  1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	N.A.  Garbage ave. Lbs. Per Mo.  132 132 60 199 199 266 266 90	Every-other Wk Every-other Wk Special pickup Weekly Weekly Weekly Weekly Weekly Special pickup	Description Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only	Rate Qualifier Per Month Per Month Per Month Per Month Per Month Per Month Per Month Per Month	\$ 7.33 \$ 21.16 \$ 9.51 \$ 18.25 \$ 29.92 \$ 18.26 \$ 38.68 \$ 27.02 \$ 24.98	Rate   S   -     S   -	\$0.00 -\$1.22 \$0.00 -\$1.22 -\$1.22 -\$1.22 -\$1.22 -\$1.22 -\$1.22	-\$0.02 -\$0.06 -\$0.03 -\$0.05 -\$0.05 -\$0.07 -\$0.07	\$ 19.8 \$ 9.4 \$ 16.9 \$ 28.6 \$ 16.9 \$ 37.3 \$ 25.7 \$ 23.6	2	0.00 0.30 0.30 0.45 0.45 0.60 0.60	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$1.2 \$0.0 \$1.2 \$1.2 \$1.2 \$1.2 \$1.2 \$1.2 \$1.2	2 \$0.05 0 \$0.02 2 \$0.05 2 \$0.05 2 \$0.05 2 \$0.05 2 \$0.05 2 \$0.07	2 \$ 7.33 6 \$ 21.44 3 \$ 9.8* 5 \$ 18.35 5 \$ 18.7* 1 \$ 39.24 7 \$ 27.65	3 0.00% 3 1.42% 1 3.16% 3 0.77% 7 1.51% 1 2.47% 8 1.55% 2 2.23% 8 0.80%	\$0.0 \$0.3 \$0.3 \$0.1 \$0.4 \$0.6 \$0.6 \$0.6
	Service  Arbage Toters  Quantity  1st 1  Each Add'   1 st 1  Each Add'   1st 1  Each Add'   1st 1  Each Add'   1st 1  Each Add'   1st 1  Each Add'   1ast 1	Size 60 gal. Toter 60 gal. Toter 60 gal. Toter 60 gal. Toter 60 gal. Toter 90 gal. Toter 90 gal. Toter	Rate Ceiling Schedule  1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	N.A.  Garbage ave. Lbs. Per Mo.  132 132 60 199 266 266 90	Every-other Wk Every-other Wk Special pickup Weekly Weekly Weekly Weekly Weekly Special pickup	Description Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only	Rate Qualifier Per Month Per Month Per Month Per Month Per Month Per Month Per Month Per Month	\$ 7.33 \$ 21.16 \$ 9.51 \$ 18.25 \$ 29.92 \$ 18.26 \$ 38.68 \$ 27.02 \$ 24.98	Rate   S   -     S   -	\$0.00 -\$1.22 \$0.00 -\$1.22 -\$1.22 -\$1.22 -\$1.22 -\$1.22 -\$1.22	-\$0.02 -\$0.06 -\$0.03 -\$0.05 -\$0.05 -\$0.07 -\$0.07	\$ 19.8 \$ 9.4 \$ 16.9 \$ 28.6 \$ 16.9 \$ 37.3 \$ 25.7 \$ 23.6	2	0.00 0.30 0.30 0.45 0.45 0.60 0.60	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$1.2 \$0.0 \$1.2 \$1.2 \$1.2 \$1.2 \$1.2 \$1.2 \$1.2	2 \$0.05 0 \$0.02 2 \$0.05 2 \$0.05 2 \$0.05 2 \$0.05 2 \$0.05 2 \$0.07	2 \$ 7.33 6 \$ 21.44 3 \$ 9.8* 5 \$ 18.35 5 \$ 18.7* 1 \$ 39.24 7 \$ 27.65	3 0.00% 3 1.42% 1 3.16% 3 0.77% 7 1.51% 1 2.47% 8 1.55% 2 2.23% 8 0.80%	\$0.0 \$0.3 \$0.3 \$0.1 \$0.4 \$0.4 \$0.6 \$0.6 \$0.6
Commercial Gar	Service  Arbage Toters  Quantity  1st 1  Each Add'   1 st 1  Each Add'   1st 1  Each Add'   1st 1  Each Add'   1 st 1  Each Add'   1 The sech Add'   1 Cach	Size 60 gal. Toter 60 gal. Toter 60 gal. Toter 60 gal. Toter 60 gal. Toter 90 gal. Toter 90 gal. Toter	Rate Ceiling Schedule  1 1 1 1 1 1 1 1 1 Rate Ceiling	N.A.  Garbage ave. Lbs. Per Mo.  132 132 600 199 266 266 90 30	Every-other Wk Every-other Wk Special pickup Weekly Weekly Weekly Weekly Weekly Special pickup	Description Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only	Rate Qualifier Per Month Per Month Per Pickup Per Month Per Month Per Month Per Month Per Month Per Month Per Month Per Month Per Month Per Month	\$ 7.33 \$ 21.16 \$ 9.51 \$ 18.25 \$ 29.92 \$ 18.26 \$ 38.68 \$ 27.02 \$ 24.98	Rate \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$0.00 -\$1.22 \$0.00 -\$1.22 -\$1.22 -\$1.22 -\$1.22 -\$1.22 -\$1.22	-\$0.02 -\$0.06 -\$0.03 -\$0.05 -\$0.05 -\$0.07 -\$0.07	\$ 19.8 \$ 9.4 \$ 16.9 \$ 28.6 \$ 16.9 \$ 37.3 \$ 25.7 \$ 23.6	2	0.00 0.30 0.30 0.45 0.45 0.60 0.60	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$1.2 \$0.0 \$1.2 \$1.2 \$1.2 \$1.2 \$1.2 \$1.2 \$1.2	2 \$0.05 0 \$0.02 2 \$0.05 2 \$0.05 2 \$0.05 2 \$0.05 2 \$0.05 2 \$0.07	2 \$ 7.33 6 \$ 21.44 3 \$ 9.8* 5 \$ 18.35 5 \$ 18.7* 1 \$ 39.24 7 \$ 27.65	3 0.00% 3 1.42% 1 3.16% 3 0.77% 7 1.51% 1 2.47% 8 1.55% 2 2.23% 8 0.80%	\$0.0 \$0.3 \$0.3 \$0.1 \$0.4 \$0.4 \$0.6 \$0.6 \$0.6
Commercial Gar	Service  Arbage Toters  Quantity  1st 1  Each Add'   1st 1  Each Add'   1st 1  Each Add'   1st 1  Each Can, Bag or Buer Charges  Description	Size 60 gal. Toter 60 gal. Toter 60 gal. Toter 60 gal. Toter 60 gal. Toter 90 gal. Toter 90 gal. Toter 90 gal. Toter 90 gal. Toter	Rate Ceiling Schedule  1 1 1 1 1 1 1 1 1 Rate Ceiling	Garbage ave. Lbs. Per Mo.  132 132 660 199 266 266 90 30 Garbage ave. Lbs. Per Mo.	Every-other Wk Every-other Wk Special pickup Weekly Weekly Weekly Weekly Weekly Special pickup	Description Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only	Rate Qualifier Per Month	\$ 21.16 \$ 9.51 \$ 18.25 \$ 29.92 \$ 18.26 \$ 38.68 \$ 27.02 \$ 24.98 \$ 5.67	Rate \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	-\$1.22 \$0.00 -\$1.22 -\$1.22 -\$1.22 -\$1.22 -\$1.22 -\$1.20	-\$0.02 -\$0.06 -\$0.03 -\$0.05 -\$0.05 -\$0.10 -\$0.07 -\$0.07	\$ 19.8 \$ 9.4 \$ 16.9 \$ 28.6 \$ 16.9 \$ 37.3 \$ 25.7 \$ 23.6 \$ 5.6	2	0.30 0.30 0.14 0.45 0.45 0.60 0.20	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$1.2 \$0.0 \$1.2 \$1.2 \$1.2 \$1.2 \$1.2 \$1.0	2 \$0.06 2 \$0.06 2 \$0.05 2 \$0.05 2 \$0.05 2 \$0.05 2 \$0.07 2 \$0.07 0 \$0.07	2 \$ 7.33 5 \$ 21.44 3 \$ 9.87 5 \$ 18.33 8 \$ 30.33 5 \$ 18.71 1 \$ 39.21 7 \$ 27.62 7 \$ 25.11 2 \$ 5.74	3 0.00% 3 1.42% 1 3.16% 9 0.77% 7 1.51% 1 2.47% 8 1.55% 2 2.23% 8 0.80% 4 1.24%	\$0.0 \$0.3 \$0.3 \$0.1 \$0.4 \$0.6 \$0.6 \$0.2 \$0.0
Commercial Gar	Service  Arbage Toters  Quantity  1st 1 Each Add'  1st 1 Each Add'  1st 1 Each Add'  1st 1 Each Add'  1c Each Can, Bag or Buer Charges  Description Over 5 feet but not or	Size 60 gal. Toter 60 gal. Toter 60 gal. Toter 60 gal. Toter 60 gal. Toter 90 gal. Toter 90 gal. Toter 90 gal. Toter 90 gal. Toter	Rate Ceiling Schedule  1 1 1 1 1 1 1 1 1 1 1 Rate Ceiling	N.A.  Garbage ave. Lbs. Per Mo.  132 132 600 199 266 266 90 30	Every-other Wk Every-other Wk Special pickup Weekly Weekly Weekly Weekly Weekly Special pickup	Description Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only Garbage service only	Rate Qualifier Per Month Per Month Per Pickup Per Month Per Month Per Month Per Month Per Month Per Month Per Month Per Month Per Month Per Month	\$ 21.16 \$ 9.51 \$ 18.25 \$ 29.92 \$ 18.26 \$ 38.68 \$ 27.02 \$ 24.98 \$ 5.67	Rate \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	\$0.00 -\$1.22 \$0.00 -\$1.22 -\$1.22 -\$1.22 -\$1.22 -\$1.22 -\$1.22	-\$0.02 -\$0.06 -\$0.03 -\$0.05 -\$0.06 -\$0.07 -\$0.07 -\$0.07 -\$0.02	\$ 19.8 \$ 9.4 \$ 16.9 \$ 28.6 \$ 16.9 \$ 37.3 \$ 25.7 \$ 23.6 \$ 5.6	2 S 8 S 8 S 8 S 8 S 9 S 6 S 3 S 9 S 5 S	0.00 0.30 0.30 0.45 0.45 0.60 0.60	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$1.2 \$0.0 \$1.2 \$1.2 \$1.2 \$1.2 \$1.2 \$1.0 \$1.2	2 \$0.06 0 \$0.02 2 \$0.06 2 \$0.05 2 \$0.05 2 \$0.05 2 \$0.07 0 \$0.02	2 \$ 7.33 5 \$ 21.44 3 \$ 9.84 5 \$ 18.33 8 \$ 30.33 5 \$ 18.71 1 \$ 39.22 7 \$ 27.62 7 \$ 25.11 2 \$ 5.74	3 0.00% 3 1.42% 1 3.16% 3 0.77% 7 1.51% 1 2.47% 3 1.55% 2 2.23% 3 0.80% 4 1.24% 0 0.00%	\$0.0 \$0.3 \$0.3 \$0.1 \$0.4 \$0.4 \$0.6 \$0.6 \$0.6

University Pla	ace Refus	e Service,	Inc.		100 900				and the second	0.000		Less	-0.27%					Restore	0.27%			
											effective	Sec 17.7	Less		<u> </u>		0.00%		Restore			
Tariff Workshe	et - effectiv	<u>re 3-1-10</u>							. 1		3/1/2010		Sec 17.7		Dump	Requeste	0.00%		Sec 17.7			
<u> </u>								<u> </u>			June-June		Rate		Fee	Dtob			Rate	F		
		ļ	1						<del></del>					Adjusted	Increase	Box Increase	Rate		100,,,,,	Final Base Rates	Dersent	Difference
<u> </u>	-					<del></del>			В	3/1/2009		6 (\$1,22 for	Exempted Amount		\$ 4.5		Adjustment		Exempted Amount	3/1/2010		Difference
EXHIBIT A - Ra	toc									3/ 1/2000	0.007			· · · · · · · · · · · · · · · · · · ·	1	2,0070	!	i .	† · · · · · · · i	0/1/2010	Onlango	
							9/23/2009				•	recycling) (			(see sched. 4a.)			(recycling)	(bridge toll)	<b>A A A A</b>	0.0004	
	r each step up or d	struction less than 8	foot from ground	1	N.A. N.A.		**/	Per Pick Per Pick				\$0.00 \$0.00	\$0.00 \$0.00				\$ - \$ -	\$0.00 \$0.00			0.00%	\$0.00 \$0.00
		und or over 4 feet above of			N.A.			Per Pici		<del></del>	·		\$0.00			<del></del>	\$ -	\$0.00				\$0.00
									1		*	40,001	40.00	V 0.02			1	70.00	+			
Container Service - I	Permanent Ac	ounts (non-com	npacted)	Data Callin	0-1							-										
Container Size		Description	1		Garbage ave. Lbs. Per Mo.			Rat Quali			Rate					P						
	1 Yd	Special pickups		2	134			Per Picl				\$0,00	-\$0.08				\$ -	\$0,00			1.05%	\$0.30
	4 5 36 1	1 X Per Wk. Pickup (mul	Itiply Rate by # of pic		581			Per Moi				\$0.00	-\$0.25				\$ -	\$0.00			1.43%	\$1.31
	1.5 Yd	Special pickups 1 X Per Wk. Pickup (mul	Itinly Pata by # of pic	kups 2	192 832			Per Picl Per Moi				\$0,00 \$0.00	-\$0.10 -\$0.32				\$ - \$ -	\$0,00 \$0.00			1.15% 1.56%	\$0,43 \$1.88
	2 Yd	Special pickups	liapty indic by # of pic	2	249			Per Picl				\$0.00					<u>σ</u> -	\$0.00			1.20%	\$0.56
		1 X Per Wk. Pickup (mul	Itiply Rate by # of pic		1079			Per Moi				\$0.00	-\$0.40				\$ -	\$0.00		··-·	1.62%	\$2.44
	3 Yd	Special pickups		2	363			Per Picl	cup \$	64.65	\$ -	\$0.00	-\$0.17	\$ 64.48	\$ 0.83	2	\$ -	\$0.00	\$0.18	\$ 65.47	1.27%	\$0.82
		1 X Per Wk. Pickup (mul	Itiply Rate by # of pic		1573			Per Moi				\$0.00	-\$0.56				\$ -	\$0.00			1.71%	\$3.56
	4 Yd	Special pickups		2	470			Per Picl				1 1	-\$0.22				\$ -	\$0.00			1.29%	\$1.06
	C V-1	1 X Per Wk. Pickup (mul	niply Kate by # of pic		2037	<u> </u>		Per Mo	<del></del> -			<del></del> +	-\$0.71	<del></del>		<del></del>	\$ -	\$0.00			1.73% 1.08%	\$4.60 \$1.26
<del></del>	6 Yd	Special pickups 1 X Per Wk. Pickup (mul	Itinly Rate by # of pig	kuns 2	558 2418			Per Pic		117.04 375.30		\$0.00		\$ 116.73 \$ 374.30			\$ -	\$0.00		\$ 118.31 \$ 380.77	1.08%	\$1.26 \$5.46
<u> </u>	1			vice - continu				FEI 14101	101 3	, 3/3.30	<u> </u>	40.00	-φ1.U1	ψ 314.3U	Ψ		Ψ	\$0.00	Ψ1.02	J 000.77	1,7078	\$0.40
<del>                                     </del>		Comm	neiciai Selv	VICE - COURING	cu .				1				****					1	<del> </del>			
<u></u>					ļ									<u> </u>				ļ	<b> </b>			
Container Service -	Temporary Ac	counts (non-com	npacted)												<u> </u>		ļ	<u> </u>	ļ			
Container Size		Description			Garbage ave. Lbs. Per P/U			Rat Quali	<del></del>		Rate										<u> </u>	
Container Size	All Sizes	Initial Delivery		2 Schedule	N.A.			Per Del		40.49		\$0.00	-\$0.11	\$ 40,38	\$0.0	10	\$ -	\$0,00	\$0.11	\$ 40.49	0.00%	\$0.00
		Pickup Rate	-	2	134			Per Pic				\$0.00				<del></del>	\$ -	\$0.00			1.42%	
	1	Daily Rate		2	N.A.			Per Day				\$0.00		<del> </del>			\$ -	\$0,00			0.00%	
		Monthly Rate			N.A.			Per Mo	nth \$			\$0.00					\$ -	\$0.00			0.00%	\$0.00
	1.5 Yd	Pickup Rate		2	192			Per Pic	cup \$			\$0.00					\$ -	\$0.00		h	1,55%	\$0.43
		Daily Rate			N.A.			Per Day									\$ -	\$0.00				\$0.00
I	0.14.1	Monthly Rate			N.A.			Per Mo									\$ -	\$0.00				
	2 Yd	Pickup Rate Daily Rate		2	N.A. 249			Per Pic		34.57		\$0.00 \$0.00				<del></del>	\$ -	\$0.00			1.62% 0.00%	
		Monthly Rate			N.A.					98.23		\$0.00					\$ -	\$0.00			0.00%	
	3 Yd	Pickup Rate		2	363		C ANTAGA .	Per Pic				\$0.00			and the same of th		\$ -	\$0.00			1.71%	
		Daily Rate		2	N.A.			Per Day	, \$	4.91	\$ -	\$0.00	-\$0.01	\$ 4.90	\$0.0	00	\$ -	\$0.00	\$0.01	\$ 4.91	0.00%	\$0.00
		Monthly Rate			N.A.	1		Per Mo			\$ -						\$ -	\$0.00			0.00%	\$0.00
	4 Yd	Pickup Rate		2	470			Per Pic		61.39	\$ -	\$0.00					\$ -	\$0.00				
		Daily Rate		. 2	N.A.		//	Per Day			\$ -						\$ -	\$0.00				
ļ <del>-</del>	6 yd	Monthly Rate Pickup Rate	<del></del>	2	N.A. 558			Per Pic		121.36 86.63	\$ -	\$0.00 \$0.00		\$ 121.03 \$ 86.40			\$ -	\$0.00				
	O ya	Daily Rate		2	N.A.	<u> </u>		Per Day									\$ -	\$0.00		<del>,</del>		
		Monthly Rate			N.A.					132.90				\$ 132.55			\$ -	\$0.00		\$ 132.90		
Container Service - 0	Customer Own	ed (compacted)									· ·											
					Garbage ave.			Rat	е								1					
Container Size		Description			Lbs. Per P/U			Quali			Rate						<u> </u>	ļ				<u></u>
		Special pickups	(multiple E. )	2	970					84.14		\$0.00		\$ 83.92			\$ -	\$0.00				
		1 X Per Wk. Pickup	(muniply Rate by	2 2	4203	<del> </del>				364.34	\$ -	\$0.00		\$ 363.37			<u> \$</u> -	\$0.00				
		Special pickups  1 X Per Wk. Pickup	(multiply Rate by		1294 5607					102.06	\$ - \$ -			\$ 101.79 \$ 440.80			\$ -  \$ -	\$0.00				
		Special pickups		2	1617					127.16							\$ -	\$0.00				
	<u> </u>	1 X Per Wk. Pickup	(multiply Rate by		7006					550.58	\$ -			\$ 549.10			\$ -	\$0.00			2.88%	\$15.84
	6 Yd	Special pickups		2	1773			Per Pic	kup \$	149.09		\$0.00	-\$0.40	\$ 148.69	\$4.0	00	\$ -	\$0.00	\$0.41			
		1 X Per Wk. Pickup	(multiply Rate by	#0 2	7682	1		Per Mo	nth   \$	645.53	\$ -	\$0.00	-\$1.73	\$ 643.80	\$17.3	32	\$ -	\$0.00	\$1.77	\$ 662.89	2.69%	\$17.36
Container Service - I	Miscellaneous					<u> </u>			ļ								<u> </u>	-	ļ		<u> </u>	-
			<del> </del>	Rate Ceiling	Garbage ave.			Rat	e							1 .	-	<del>                                     </del>	<u> </u>	<u> </u>	<del> </del>	
Dos	scription			Schedule	Lbs. Per Mo.			Quali	fior		Rate	-					1	1	1		+	
		ng container more th	an 5, but less tha		N.A.	-		Per Pic		4.90		\$0.00	-\$0.01	\$ 4.89	\$0.1	00	\$ -	\$0.00	\$0.01	\$ 4.90	0.00%	\$0.00
		ng container each ad			N.A.			Per Pic									\$ -	\$0.00			0.00%	\$0.00
Exc	cess Weight Charg	9			N.A.			Per Pic				\$0.00				<del></del>	\$ -	\$0.00	\$0.09	\$ 32.41	0.00%	\$0.0
		ing Containers and	Drop Boxes												ļ		\$ -					\$0.0
Wa:	ashing				N.A.			Per Yai				40,41					\$ -	\$0.00				
	om Cloonin =	1			N.A.	1		Minimu									\$ -	\$0.00				
Ste	eam Cleaning				N.A.			Per Yar Minimu				<del></del>					\$ -	\$0.00	<del></del>			
Pirk	kup and redelivery	charge			N.A.	<u>-</u>		Round									\$ -	\$0.00				
, ior				<u> </u>		1		1100110		, <del>,</del> =.00	·	Ψ0.00	40,11	, <del>, ,,,,,,</del>	Ψυ,		<del> </del>	1	1		2,527	1
Drop Box Service - F	Permanent Acc	ounts (non-com	pacted), To D	Disposal Site an	d Return	İ				-												
																	<u>.</u>					
Drop Box Size		Description	1	Schedule	Lbs. Per Mo.			Quali	fier		Rate					1						

University Die	as Dafe	aa Camriaa Iwa							1	1		1	1	1		1	1	1	1
Offiversity Pla	ce Keiu	se Service, Inc.							Less	-0.27%					Restore	0.27%			
Tariff Workshee	t - effecti	vo 3-1-10						effective		Less		1		1	6 prior	Restore			
Tailli Horkshee	it - Cilocu	Ve 3-1-10						3/1/2010		Sec 17.7 Rate		Dump	Requeste	0.00%	6 Sec 17.7	Sec 17.7			<b></b>
							Final	June-June CPI X 70%	Ceiling Exempted		Adjusted	Fee Increase	Drop Box	Rate	Rate Ceiling	Rate Ceiling	Final		<del></del>
								-0.4% x 70%	Amount	Exempted F	Rate		Increase		Exempted	Exempted	Base Rates	Percent	Difference
EXHIBIT A - Rat							3/1/2009	0.00%	(\$1.22 for	Amount (	AR)	per ton	2.00%	Adjustment	Amount	Amount	3/1/2010	Change	
EARIDII A - Kau	12 Yd	First Pickup			9/23/2009				recycling)	(bridge toll)		(see sched. 4a.)			(recycling)	(bridge toll)			
	12 10	Additional Pickups (each)	2 2	N.A.		er Month er Pickup	\$ 145.88 \$ 65.17		\$0.00 \$0.00		\$ 145.48 \$ 65.00				\$0.0				\$2.93
	13 Yd	First Pickup	2	N.A.		er Month			\$0.00			<del></del>							
	17 Yd	Additional Pickups (each) First Pickup	2	N.A.		er Pickup			\$0.00		\$ 65.00	\$0.00	\$1.30	\$ -	\$0.0	0 \$0.18	\$ 66.47	2.00%	\$1.30
	17 10	Additional Pickups (each)	2	N.A.		er Month er Pickup	\$ 155.29 \$ 68.38		\$0.00 \$0.00										\$3,12
	20 Yd	First Pickup	2	N.A.			\$ 154.78		\$0.00										
	25 Yd	Additional Pickups (each) First Pickup	2	N.A.		er Pickup			\$0,00	-\$0.18	\$ 68.01	\$0.00	\$1.36	\$ -				2.00%	\$1.36
	25 10	Additional Pickups (each)	2	N.A.		er Month er Pickup	-		\$0.00 \$0.00				+						\$3.48
	30 Yd	First Pickup	2	N.A.		er Month			\$0.00						·				
	40 Yd	Additional Pickups (each)	2	N.A.		er Pickup			\$0,00	-\$0.23	\$ 85.22	\$0.00	\$1.71	\$ -	\$0.0	0 \$0.23	\$ 87.16	2.01%	\$1.71
	40 10	First Pickup Additional Pickups (each)	2 2	N.A.			\$ 234.37 \$ 110.93		\$0.00 \$0.00			·		+			· · · ·	<del>-)</del>	
	All Sizes	Excess Mileage Beyond 10 miles		N.A.		er Mile	\$ 2.71		\$0.00										
		Lid Charge	2	N.A.		Per Month			\$0.00		·			+	\$0.0				
		Comm	ercial Service -	continued															
Drop Boy Service - To	mporant Ac	counts (non-compacted), T	o Dioposal Site on	d Datum			Effe	ctive 7/1/04				ļ <u>.</u>	İ						
BIOD BOX OCIVICE - 16	Inputary Ac	counts (non-compacted), I		Garbage ave.		Rate							1						
Drop Box Size		Description		Lbs. Per Mo.		Qualifier		Rate	-									-	
	12 Yd	Pickup Rate Daily Rate	2	N.A.		er Pickup		\$ -	\$0.00				\$1.57	\$ -					
		Monthly Rate	2 2	N.A.		er Day er Month	\$ 4.72 \$ 137.04		\$0.00	-\$0.01 -\$0.37			<del></del>	<del></del>	\$0.0				
	13 Yd	Pickup Rate	2	N.A.		er Pickup	<u> </u>		\$0.00	-\$0.37 -\$0.21									
		Daily Rate	2	N.A.			\$ 4.68		\$0.00	-\$0,01	\$ 4.67	\$0.00	\$0.09	\$ -			\$ 4.78	1.93%	\$0.09
	17 Yd	Monthly Rate Pickup Rate	2 2	N.A.		er Month er Pickup	\$ 136.47 \$ 82.11			-\$0.37		<del></del>	<del></del>			<del></del>			
		Daily Rate	2	N.A.			\$ 4.91		\$0.00 \$0.00	-\$0.22 -\$0.01					<del></del>				
	20 74	Monthly Rate	2	N.A.	P	er Month	\$ 143.71	\$ -	\$0.00	-\$0.39	\$ 143.33	\$0.00			-+	<del></del>	· · · · · · · · · · · · · · · · · · ·		
	20 Yd	Pickup Rate Daily Rate	2	N.A.		er Pickup er Dav	\$ 81.93 \$ 4.89		\$0.00	-\$0.22		<del></del>	· · · · · · · · · · · · · · · · · · ·			· ·			\$1.64
		Monthly Rate	2	N.A.		er Month			\$0.00 \$0.00	-\$0.01 \$ -\$0.38 \$							+ -		
	25 Yd	Pickup Rate	2	N.A.		er Pickup			\$0,00	-\$0.24	\$ 90.38	\$0.00	\$1.81	\$ -					\$1.81
		Daily Rate  Monthly Rate	2	N.A.			\$ 5.16 \$ 152.03		\$0.00 \$0.00		,						+		
	30 Yd	Pickup Rate	2	N.A.		er Pickup			\$0.00	-\$0.41 :					<del></del>			_	·
		Daily Rate	2	N.A.		er Day	\$ 5.52		\$0.00	-\$0,01	\$ 5.50	\$0.00			· .				\$0.11
	40 Yd	Monthly Rate Pickup Rate	2	N.A.		er Month er Pickup	\$ 163.10 \$ 129.58	\$ - \$ -	\$0.00 \$0.00	-\$0.44 : -\$0.35 :	\$ 162.66 \$ 129.23				\$0.0				\$3.27
		Daily Rate	2	N.A.			\$ 7.41	<del></del>	\$0.00			7-1		<del></del>	\$0.0	<del></del>			
	All Since	Monthly Rate	2	N.A.			\$ 221.82	\$ -	\$0.00	-\$0.59	\$ 221,22	\$0.00	\$4,44	\$ -			\$ 226,27	2.01%	\$4.45
	All Sizes	Initial Delivery Excess Mileage Beyond 10 miles	2 2	N.A.		ne Time er Mile	\$ 60.74 \$ 2.71		\$0.00										
7,		Lid Charge	2	N.A.	·	er Month			\$0.00		\$ 2.70 \$ 11.83				<del></del>				
Drop Box Service - Cu	istomer Owi	ned (compacted), To Dispos		The state of the s										1			1		<del>-</del>
Drop Box Size		Description		Garbage ave. Lbs. Per Mo.	1	Rate		D-4-				1.							
- OP DOX GIZE	8 Yd	Pickup Rate	Schedule 2	N.A.		Qualifier er Pickup	\$ 139.31	Rate \$ -	\$0.00	-\$0.37	138.94	\$0.00	\$2.79	\$ -	\$0.0	0 \$0.38	\$ 142.11	2,01%	\$2.80
	10 Yd	Pickup Rate	2	N.A.	P	er Pickup	\$ 138.68	\$ -	\$0.00	-\$0.37	138.31	\$0.00							
	12 Yd 15 Yd	Pickup Rate Pickup Rate	2 2	N.A.			\$ 141.96		\$0.00	-\$0.38	141.57	\$0.00	\$2.84	\$ -	\$0.0	0 \$0.39	\$ 144.80	2.01%	\$2.85
	18 Yd	Pickup Rate	2	N.A.	Pi	er Pickup er Pickup	\$ 142.28 \$ 145.09	<u> </u>	\$0.00 \$0.00		\$ 141.90 \$ 144.70								
	20 Yd	Pickup Rate	2	N.A.	Po	er Pickup	\$ 146.02	\$ -	<del> </del>		145.63		\$2.92	\$ -	·· <del>[·· ·· ·</del>				
	25 Yd 30 Yd	Pickup Rate Pickup Rate	2	N.A.			\$ 153.72		\$0.00					\$ -	\$0.0				\$3.08
	35 Yd	Pickup Rate	2	N.A.			\$ 170.90 \$ 195.49		\$0.00 \$0.00		170.44 194.97		<del></del>						
	40 Yd	Pickup Rate	2	N.A.			\$ 203.76		\$0.00		203.22				· .				
Infectious Waste	All Sizes	Excess Mileage Beyond 10 miles	2	N.A.	Pi	er Mile	\$ 2.71	\$ -	\$0.00		\$ 2.70				\$0.0				\$0.05
Gallons Total			Rate Collins	Garbage ave.	-	Dete					· · · · · · · · · · · · · · · · · · ·	1							\$0.00
Per Pickup				Lbs. Per Mo.	HILL	Rate Qualifier	1	Rate									•	-	\$0.00 \$0.00
0-10			2	N.A.	Pe	er Gallon	\$ 2.88	\$ -	\$0.00	-\$0.01				\$ -	\$0.0	0 \$0.01	\$ 2.88	0.00%	
11-20 21-30			2	N.A.		er Gallon		·	\$0.00	-\$0.01				\$ -	\$0.0	0 \$0.01	\$ 2.49	0.00%	\$0.00
31-40			2	N.A.		er Gallon er Gallon			\$0.00 \$0.00	-\$0.01 \$ -\$0.01 \$		<del></del>		\$ - \$ -	····				
41-50			2	N.A.		er Gallon			\$0.00	-\$0.01 \$				\$ -  \$ -	\$0.0				
51-60 61-70			2	N.A.		er Gallon			\$0.00	-\$0.01	2.34	\$0.00		\$ -	\$0.0	0 \$0.01	\$ 2.34	0.00%	\$0.00
71-80				N.A.		er Gallon er Gallon	+		\$0.00 \$0.00	-\$0.01 \$ -\$0.01 \$			<del></del>	\$ -	\$0.00				
81-90			2	N.A.		er Gallon			\$0.00	-\$0.01 \$				\$ - \$ -	\$0.0				
•								-		77.01(		Ψ0.00		· • · · · · · · · · · · · · · · · · · ·	ψυ.υ	_, ψυ.01		0.0070	, JU.UU

University Place Refuse Service, Inc.						Less	-0.27%					Restore	0.27%	6		
					effective		ess .		<del></del>		0.00%	6 prior	Restore	1		
Tariff Worksheet - effective 3-1-10					3/1/2010	1	ec 17.7		D	Desmanda	<u> </u>	Sec 17.7				
Turni Worksheet - Ericcuve 3-1-10							ec 17.7		Dump	Requeste	0.009	Rate	Sec 17.7	+		
	- <del> - </del>				June-June CPI X 70%	Exempted C		djusted	Fee Increase	Drop Box	Rate	Ceiling	Ceiling	Final		
	<del></del>			Base Rates			xempted R				Ceiling	Exempted	Exempted	Base Rates	Percent	Difference
	<del>  </del>			3/1/2009		6 (\$1.22 for A			per ton		Adjustment	Amount	Amount		10 Change	
EXHIBIT A - Rates			0/22/2000			1			1 .							
91-100	2	N.A.	9/23/2009	0 400		recycling) (1			(see sched. 4a.)		\$ -	(recycling)	(bridge toll)	4 6 40	0.009	6 \$0
101-110	2	N.A.	Per Gallon Per Gallon	\$ 1.88 \$ 1.79	\$ -	\$0,00 \$0,00	-\$0.01 S					\$0.0 \$0.0				
111-120	2	N.A.	Per Gallon	\$ 1.75	<u> </u>	\$0.00	\$0.00				\$ -	\$0.0				
121-130	2	N.A.	Per Gallon	\$ 1.68	\$ -	\$0.00	\$0.00				\$ -	\$0.0				
131-140	2	N.A.	Per Gallon	\$ 1.59	\$ -	\$0.00	\$0.00				\$ -	\$0.0				
141-150	2	N.A.	Per Gallon	\$ 1.51	\$ -		\$0.00	<del></del>			\$ -	\$0.0	<del></del>			
151-160	2	N.A.	Per Gallon	\$ 1.49	\$ -	\$0.00	\$0.00		<del></del>		\$ -	\$0.0	0 \$0.0	0 \$ 1.4	9 0.00%	6 \$C
161-170	2	N.A.	Per Gallon	\$ 1.46	\$ -	\$0.00	\$0.00	\$ 1.46	\$0.0	00	\$ -	\$0.0				
171-180	2	N.A.	Per Gallon	\$ 1.44	\$ -	\$0.00	\$0.00	\$ 1.44			\$ -	\$0.0				6 \$C
181-190	2	N.A.	Per Gallon	\$ <u>1.39</u>	\$ -	\$0.00	\$0.00	<del></del>			\$ -	\$0.0				
191-200	2	N.A.	Per Gallon	\$ 1.36	\$ -	\$0.00	\$0.00				\$ -	\$0.0				
201-210	2	N.A.	Per Gallon	\$ 1.34	\$ -	\$0.00	\$0.00				\$ -	\$0.0	<del></del>			
211-220 221-230	- 4	N.A.	Per Gallon Per Gallon	\$ 1.30	\$ -	\$0.00	\$0.00				\$ -	\$0.0 \$0.0		- · ·		
231-240	- 4	N.A.	Per Gallon	\$ 1.25 \$ 1.22		\$0.00	\$0.00				\$ - \$ -	\$0.0				
241-250	2	N.A.	Per Gallon	\$ 1.22	\$ -	\$0.00	\$0.00			<del>- i</del>	<u> </u>	\$0.0	<del></del>			
251-260	2	N.A.	Per Gallon	\$ 1.19	\$ -	\$0.00	\$0.00				\$ -					
261-270		N.A.	Per Gallon	\$ 1.15		\$0.00	\$0.00				\$ -					/6 \$C
271-280	2	N.A.	Per Gallon	\$ 1.13	\$ -	\$0.00	\$0.00				\$ -					
281-290	2	N.A.	Per Gallon	\$ 1.11	\$ -	\$0,00	\$0.00				\$ -	\$0.0				<b>%</b> \$0
291-300	2	N.A.	Per Gallon	\$ 1.11	\$ -	\$0.00	\$0.00	\$ 1,11	\$0.0	00	\$ -	\$0,0	0 \$0.0	0 \$ 1.1	1 0.00%	
301-310	2	N.A.	Per Gallon	\$ 1.10	\$ -	\$0.00	\$0.00	\$ 1.10	\$0.0	00	\$ -	\$0.0	0 \$0.0	1.1	0.00%	/sc
311-320	2	N.A.		\$ 1.08	\$	\$0.00	\$0.00				\$ -	\$0.0				
321-330	2	N.A.		\$ 1.06	\$ -	\$0.00	\$0.00				\$ -	\$0.0				
331-340		Ň,A.	Per Gallon	\$ 1.04	\$ -	\$0.00	\$0.00				\$ -	\$0.0				
341-350		N.A.	Per Gallon	\$ 1.04	\$ -	\$0.00	\$0.00				\$ -	\$0.0				
361-370	2	N.A.	Per Gallon	\$ 1.03	\$ -		\$0.00				\$ -  \$ -	\$0.0				
371-380	2	N.A.	Per Gallon Per Gallon	\$ 1.00 \$ 0.99	\$ - \$ -	\$0.00 \$0.00	\$0.00 \$0.00				<u> </u>					
381-390	2	N.A.	Per Gallon	\$ 0.98		\$0.00	\$0.00				\\$ -					% \$0
391-400	2	N.A.	Per Gallon	\$ 0.98		\$0.00	\$0.00				\$ -					
401-410	2	N.A.	Per Gallon	\$ 0.96		\$0.00	\$0.00	·			\$ -	\$0.0				
411-420	2	N.A.	Per Gallon	\$ 0.96	\$ -	\$0.00	\$0.00				\$ -	\$0.0	0 \$0.0	0 \$ 0.9	6 0.00%	
421-430	2	N.A.	Per Gallon	\$ 0.95	\$ -	\$0.00	\$0,00	•			\$ -	\$0.0				% \$0
431-440	2	N.A.	Per Gallon	\$ 0.95	\$ -	\$0.00	\$0,00				\$ -	\$0.0				
441-450		N.A.		\$ 0.94		\$0.00	\$0.00				\$ -	\$0.0				
451-460	2	N.A.	Per Gallon	\$ 0.94	-	44144	\$0.00				\$ -	\$0.0				
461-470	2	N.A.	Per Gallon	\$ 0.93	\$ -		\$0.00	·			\$ -	\$0.0		00 \$ 0.9		% \$0
471-480	2	N.A.	Per Gallon	\$ 0.93	\$ -	\$0.00	\$0.00				<u> </u>	\$0.0		0.9		
481-490 491-500	2	N.A.	Per Gallon	\$ 0.90 \$ 0.90	\$ -	\$0.00	\$0.00				\$ -	\$0.0		0.9 0.9 0.9		
Infectious Waste - Miscellaneous		N.A.	Per Gallon	จ กาลก	4	\$0.00	\$0.00	\$ 0,90	\$0.0	JU]	\$ -	\$0,0	30.1	10 a 0.3	0.007	/o \$1
imections asset - miscellaneons	Deta California			]			i		<del></del>	ļ						
Description	Rate Ceiling Schedule	Garbage ave. Lbs. Per Mo.	Rate Qualifier	ļ	Rate						<del> </del>	-	<del> </del>			<del> </del>
On-call Service, Add	Scriedule	N.A.	Per Pickup	\$ 7.55	s .	\$0.00	-\$0.02	\$ 7,53	3 \$0.0	nn!	\$ -	\$0.0	00 \$0.0	2 \$ 7.5	5 0.009	% \$0
Special Pick-up, Add	2	N.A.	Per Pickup	\$ 7.55	<u> </u>	\$0.00	-\$0.02 -\$0.02				\$ -	\$0.0		02 \$ 7.5		
Minimum Charge	2	N.A.	Per Month	\$ 28.78		\$0,00	-\$0.02 -\$0.08		TO STATE OF THE PARTY OF THE PA		\$ -	\$0.0		08 \$ 28.7		

Residential Garbage, Recycling and Yard Was	omatic Rate Cei	ing Effec	tive 3-1-10		8/22/2009															Rate Modifier Po Applied to Comparis Comparison Rate %	son Rate only if	
									- /								Sec. 17.7 Exe			Pierce Co. Ave. Rat	te by 5%	
			Note: The Rate Modifier	Percentage (if a	any is shown) in this :	schedule is a	pplied to all Rate Class 1	rates per Line l	E of Exhibit 'E	Y-			<del></del>				\$ 1.22 U.P.Refuse	\$ 1.16		0.00% U.P.Refuse		
			City of Lakewood		Murrey's Disposal		Pierce Co. Refuse	City of Steil	acoom	City of Puyallup	City of F	crest C	City of Tacoma		Pierce Co. Aver	ge Rate	Adjusted	Comparison		Automatic	Ceiling	U.P. Refuse
	Cust.	% of	Rate less	<del></del>						Note: Co-mingled Rec Not Available	<del>'</del>		Embedde	less d \$ 3,28	(PCAR)		Rate (AR) Rate with 5%				Adjusted Rate	Ceiling Adjusted Rate with 5%
	Count 7/1/20	Cust. 09 7/1/2009	4,00% Rate Agreement			6 of	(% of Rate Cust,		(% of Cust.	(% of Rate Cust	Rate	(% of Cust. R	Taxes Rate Adjustme	for curb (% of nt glass Cust,	Rate	(% of Cust.	Agreement Fee	5,00% (	(% of Cust		(CAR) (% of Cust.	Agreement Fee
ate Effective Date				X Rate)	3/1/2009 X		3/1/2009 X Rate)	3/1/2009	X Rate)	3/1/2009 X Rate				% collection X Rate)	, alo	X Rate)	3/1/2009		X Rate)		X Rate	Effective 3-1-2010
Column #	а	b	c d	e e	f	g	h i.	j	k	1 m		0	р q	гѕ	t	u	v	w	×	у	z a	
Formula		(a/7868)	(c-(c*4.0%)	(b*d)		(b*f)	(b*h)	-	(b*j)	(p,	1)	(b*n)		(b*r)	((d+(+h+j+(+n+s)/7) (Yard Waste (5)	(p,5)	From Line 'H' Exhibit '8'	From line 'J' Exhibit 'B'	(b*w)	(w x Rate Modifier %)	(w+y) {b	z) (z*1/(105)
1 60 Gal. Yard waste Toter every-other week		58 5.8%				7 F1 M100					0.35 \$0.00		\$0.00 \$0.0				\$ 5.73	reservation and a second			7	0.32 \$
1 90 Gal. Yard waste Toter every-other week	47	93 60.9%	\$ 7.49 \$ 7.19	\$ 4.38	\$ 5.76 \$	3.51	\$ 5.10 \$ 3.1	1 \$ 5.24	\$ 3.19	\$ 6.04 \$	3.68 \$0.00	\$ -	\$0.00 \$0.0	0 \$ -	\$ 5.87	\$ 3.58	\$ 7.48	\$ 7.11	\$ 4.33	\$ -	\$ 7.11 \$	4.33 \$
1 24 Gallon Toter EOW w/ recycling		15 2.7%	· · · · · · · · · · · · · · · · · · ·		17.7 \$		\$ 18.42 \$ 0.5		•		0.40 13.6			B \$ 18.80 \$ D			\$ 15.07			<del></del>		0.39 \$ 1
1 48 Gal Toter EOW w/ recycling 1 64 Gal Toter EOW w/ recycling	<del></del>	34 10.6% 22 46.0%						5 \$ 20.15	-		2.11 \$ 19.30 9.16 \$ 24.42		\$ 24.75 \$ 22.0	8 \$ 18.80 \$ 1. 9 \$ 26.91 \$ 12		\$ 2.07 \$ 9.85	\$ 17.78 \$ 19,88		·		\$ 16.89 \$ \$ 18.89 \$	1.79 \$ 1 8.69 \$ 1
1 48 Gal Toter Weekly w/ recycling		61 2.0%						8 \$ 20.15 2 \$ 27.55			0.66 \$ 29.09	<del>                                     </del>	\$ 50.85 \$ 45.3			\$ 9.65	\$ 24.92		-		\$ 23.67 \$	0.48 \$ 2
1 64 Gal Toter Weekly w/ recycling		69 35.2%	\$ 28.32 27.19	\$ 9.57	\$ 26.53 \$	9.34	\$ 25.63 \$ 9.0	2 \$ 27.55	\$ 9.70	\$ 32.25 \$	11.35 \$ 34.56	\$ 12.16	\$ 50.85 \$ 45.3	6 \$ 42.08 \$ 14	81 \$ 30.83	\$ 10.85	\$ 28.62	\$ 27.19		\$ -	\$ 27.19 \$	9.57 \$ 2
1 96 Gal Toter weekly w/ recycling Total Customers		67 3.4% 68 100.0%		\$ 1.15	\$ 34.01 \$	1.15	\$ 31.84 \$ 1.0	8 \$ 34.13	\$ 1.16	\$ 46.95 \$	1.59 \$ 44.77	\$ 1.52	\$ 69.05 \$ 61.5	9 \$ 58.31 \$ 1.	98 \$ 40.55	\$ 1.38	\$ 37.36	\$ 35.49	\$ 1.20	s -	\$ 35.49 \$	1.20 \$ 3
		100.0%																				
Weighted Ave. Residential Monthly Rate - Prior Year (WAMR)     Present value adjustment ((WAMR x (CPI x 70% - from Line B - £	Exhibit B)	-0,28%		\$ 27.57 \$ (0.08)	\$	26,86	\$ 24.9 \$ {0.0		\$ 26.89 \$ (0.08)	\$ 2		\$ 27.94 \$ (0.08)		\$ 32 \$ (0.		\$ 29.13						
Adjusted Weighted Ave. Residential Monthly Rate		1 2,25%		\$ 27,49	\$	26.78	\$ 24.8		\$ 26.81	\$ 2		\$ 27.86		\$ 32		\$ 29.05			\$ 26,78		\$	26,78
CPI-U Year ending June 2009 = -,4% X 70% = -,28%																						
Adjusted Weighted Ave. as a % of Pierce Co.ave.			-	94.63%		92,19%	85.68	3%	92.29%	10	0.59%	95,90%		111,7	0% Rate %	100.00%	Comparison Re	te (CR)%	92.18%			92.18%
<u> </u>													<u> </u>	<u> </u>				rison Rate % Ex				
Note: Customers with garbage loter service are counted as the ec																	The Pierce C No	o. Ave. Rate by	more than 5%	•?		
Note: For comparison, when a jurisdiction does not offer an equiv.	valent size service, the next larg	er size is used. (i.e	not all offer 24 or 48 gal, size)	ļ					<u> </u>	·		-		-	1		NO					
SCHEDULE 2 Rate Class 2 Auto	omatic Rate Ce	ling - Rat	e Modifier Perc	entage - e	ffective 3-1-	·10														Rate Modifier P	ercentage	
ommercial Garbage Containers and Cans																				Applied to Compari Comparison Rate 9		
Offinier clas Garbage Containers and Caris		_													-					Pierce Co. Ave. Ra		
			Note: The Rate Modifie	r Percentage in	this schedule is a	pplied to all	Rate Class 2, rates per	Line E of Exhib	oit 'B'.					<u> </u>						0.00%		
	Actual																U.P.Refuse			U.P.Refuse		
	Monthly Revenue pa	r   ·	City of Lakewood	<del></del>	Murrey's Disposal	<u>'</u>	Pierce Co. Refuse	City of Steil	acoom	City of Puyallup	City of F	rcrest C	City of Tacoma	<u> </u>	Pierce Co. Aver	age Rate	Adjusted Rate (AR)	Comparison Rate (CR)			Ceiling Adjusted	U.P. Refuse Ceiling Adjusted
	Container Size Level	% of	Rate less 4,00%	(9/, of	(9/	% of	(% of		(% of	/0/ of		(D) of	Embedde			/0/ of	Rate with 5%	Rate Less	(% of	Adjustment	Rate (CAR) (% of	Rate with 5% Agreement
ate Effective Date		8 Sept. 2008	Rate Agreement	Cust.	Rate Cu	ust.	Rate Cust.	Rate	Cust.	(% of Rate Cust.	Rate		Rate Adjustme		Rate	(% of Cust	Fee	Agreement Fee	Cust.		Cust.	Fee
		<u> </u>	3/1/2009 Fee	X Rate)	3/1/2009 X	Rate)	3/1/2009 X Rate)	3/1/2009	X Rate)	3/1/2009 X Rate	3/1/200	X Rate)	1/1/2009 89.20	% X Rate)	+	X Rate)	3/1/2009		X Rate)		X Rat	e) Effective 3-1-201
Column # Formula	а	b (a/\$100,990	c d (c-(c*4.0%)	e (b*d)	f	g (b*f)	h i	i	k (b*j)	1 n	n n	0 (bts)	р ц		t ((dर्शकोन्सिन्द)//)	u (b*p)	v From Line 'H'	W From line 'J'	x (b*w)	y (w x Rate Modifier %)		aa ab o'z) (z*1/(105)
1 Oction	1	(84 100,330	(0-(0-4.0%)	(b d)		(0 1)	(b*h)		(6))		"	(b*n)		(b*q)	((धननान्त्रन्त्रान्ध्राम)	(U P)	Exhibit 'B'	Exhibit 'B'	(0 44)	(W.X.C.Sie Modifier 78)	(W-y)	(2 1/(14.05)
		% of Revenue																				
1 Cubic Yard Container  1.5 Cubic Yard Container	\$ 5,7 \$ 15.0		6 \$ 80.76 77.53 6 \$ 107.51 103.21	<del></del>									\$ 169.80 \$ 151.4 \$ 169.50 \$ 151.1			\$ 4,99 \$ 16.63	_	85,68 112,7			\$ 85.68 \$ \$ 112.70 \$	
2 Cubic Yard Container	\$ 16,4		\$ 141.87 136.2	<del></del>					+					· — —		\$ 23.54		139.7			\$ 139.70 S	22.77 \$ 14
3 Cubic Yard Container	\$ 9,8		6 \$ 192.27 184.58				\$ 171.49 \$ 16.8									\$ 20.20	_	193.65			\$ 193.65 \$	
4 Cubic Yard Container	\$ 14,5	5 14,37%	\$ 255.67 245.44				\$ 226.77 \$ 32.5 \$ 309.33 \$ 120.5									\$ 37.13		247.4 350.79	\$ 35.56 \$ 136,69		\$ 247.40 \$ \$ 350.79 \$	
6 Cubic Yard Container	\$ 393	38 97%	1 \$ 370 72   355 89					4 317.33			0.00   0010.10	171.00	4 442.00 ¢ 601.2	1 100	00 000.0	/; Ψ 171.12	- 000,20		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	·*	, , , , ,	
6 Cubic Yard Container Totals	\$ 39,3 \$ 100,9		\$ 370.72 355.89	3 130.00	\$ 329.90 \$					V 135125 V 11										<u> </u>	ļ	
	\$ 100,9		\$ 370.72 355.89	\$ 234.01		225,53	\$ 208.7	4	\$ 214.27		96.62	\$ 245.53		\$ 284	82	\$ 244.21			-			
Totals  Weighted Ave. Commercial Container Monthly Rate - Prior Year ( Present value adjustment (WAMM x (CPI x 76% - from time B - Exhibit)	\$ 100,9 (WAMR)		\$ 370.72   355.89	\$ 234.01 \$ (0.66)	\$	225.53 (0.63)	\$ 208.7 \$ (0.5	8)	\$ 214.27 \$ (0.60)	\$ 29	(0.83)	\$ (0.69)		\$ 284 \$ {0	80)	\$ (0.68)			\$ 235.63			235 63
Totals  Weighted Ave. Commercial Container Monthly Rate - Prior Year (	\$ 100,9 (WAMR)	0 100,00%	355.86	\$ 234.01	\$	225.53	\$ 208.7	8)	\$ 214.27	\$ 29	(0.83)			\$ {0 \$ 284	80)				\$ 235.63		\$	235.63
Totals  Weighted Ave. Commercial Container Monthly Rate - Prior Year ( Present value adjustment ((WAMR x (CPI x 76% - from Line B - Exhibit) Adjusted Weighted Ave. Residential Monthly Rate CPI-U Year ending June 2009 = -4% X 70% = -28%	\$ 100,9 (WAMR)	0 100,00%	355.85	\$ 234.01 \$ (0.66) \$ 233.35	\$ \$ \$ \$ \$ \$	225.53 (0.63) 224.90	\$ 208.1 \$ (0.5 \$ 208.1	6	\$ 214.27 \$ (0.60) \$ 213.67	\$ 29 \$ \$ 29	(0.83)	\$ (0.69) \$ 244.84		\$ {0 \$ 284	BO) 02	\$ (0.68) \$ 243.53	Comparison	Rate (CR)%				
Totals  Weighted Ave. Commercial Container Monthly Rate - Prior Year ( Present value adjustment (fWAMR x (CPL x 70% from Line B - Exhibit) Adjusted Weighted Ave. Residential Monthly Rate	\$ 100,9 (WAMR)	0 100,00%	355.85	\$ 234.01 \$ (0.66)	\$ \$ \$ \$ \$ \$	225.53 (0.63)	\$ 208.7 \$ (0.5	6	\$ 214.27 \$ (0.60)	\$ 29 \$ \$ 29	(0.83)	\$ (0.69)		\$ {0 \$ 284	80)	\$ (0.68) \$ 243.53		Rate (CR)%	96.8%			235.63
Totals  Weighted Ave. Commercial Container Monthly Rate - Prior Year ( Present value adjustment ((WAMR x (CPI x 76% - from Une B - Exhibit: Adjusted Weighted Ave. Residential Monthly Rate CPI-U Year ending June 2009 = -4% X 70% = -28%	\$ 100,9 (WAMR)	0 100,00%	355.88	\$ 234.01 \$ (0.66) \$ 233.35	\$ \$ \$ \$ \$ \$	225.53 (0.63) 224.90	\$ 208.1 \$ (0.5 \$ 208.1	6	\$ 214.27 \$ (0.60) \$ 213.67	\$ 29 \$ \$ 29	(0.83)	\$ (0.69) \$ 244.84		\$ {0 \$ 284	BO) 02	\$ (0.68) \$ 243.53	Does Compa	Rate (CR)% Irison Rate % E	96.8% xceed	6?		
Totals  Weighted Ave. Commercial Container Monthly Rate - Prior Year ( Present value adjustment ((WAMR x (CPI x 76% - from Line B - Exhibit) Adjusted Weighted Ave. Residential Monthly Rate CPI-U Year ending June 2009 = -4% X 70% = -28%	\$ 100,9 (WAMR)	0 100,00%	355.85	\$ 234.01 \$ (0.66) \$ 233.35	\$ \$ \$ \$ \$ \$	225.53 (0.63) 224.90	\$ 208.1 \$ (0.5 \$ 208.1	6	\$ 214.27 \$ (0.60) \$ 213.67	\$ 29 \$ \$ 29	(0.83)	\$ (0.69) \$ 244.84		\$ {0 \$ 284	BO) 02	\$ (0.68) \$ 243.53	Does Compa	rison Rate % E	96.8% xceed	62		
Totals  Weighted Ave. Commercial Container Monthly Rate - Prior Year ( Present value adjustment (WAMAX (CPI x 70% - from time B - Exhibit:  Adjusted Weighted Ave. Residential Monthly Rate  CPI-U Year ending June 2009 = .4% X 70% = .28%  Adjusted Weighted Ave. as a % of Pierce Co.ave.	\$ 100,9 (WAMR) 5)	-0.28%	6 6	\$ 234.01 \$ (0.86) \$ 233.35	\$ \$ \$	225.53 (0.63) 224.90	\$ 208.1 \$ (0.5 \$ 208.1	6	\$ 214.27 \$ (0.60) \$ 213.67	\$ 29 \$ \$ 29	(0.83)	\$ (0.69) \$ 244.84		\$ {0 \$ 284	BO) 02	\$ (0.68) \$ 243.53	Does Compa The Pierce C	rison Rate % E	96.8% xceed			
Totals  Weighted Ave. Commercial Container Monthly Rate - Prior Year ( Present value adjustment (WAMR x (CPI x 70% - from tine 6 - Exhibit:  Adjusted Weighted Ave. Residential Monthly Rate  CPLU Year ending June 2009 = -4% X 70% = -28%   Adjusted Weighted Ave. as a % of Pierce Co.ave.	\$ 100,9 (WAMR) 5)	-0.28%	6 6	\$ 234.01 \$ (0.86) \$ 233.35	\$ \$ \$	225.53 (0.63) 224.90	\$ 208.1 \$ (0.5 \$ 208.1	6	\$ 214.27 \$ (0.60) \$ 213.67	\$ 29 \$ \$ 29	(0.83)	\$ (0.69) \$ 244.84		\$ {0 \$ 284	BO) 02	\$ (0.68) \$ 243.53	Does Compo The Pierce C No Sec. 17.7	rison Rate % E	96.8% xceed	Rate Modifier F	Percentage	
Totals  Weighted Ave. Commercial Container Monthly Rate - Prior Year ( Present value adjustment ((WAMR x (CPI x 70% - from Une B - Exhibit Adjusted Weighted Ave. Residential Monthly Rate CPI-U Year ending June 2009 = -4% X 70% = -28%  Adjusted Weighted Ave. as a % of Pierce Co., ave.	\$ 100,9 (WAMR) 5)	-0.28%	6 6	\$ 234.01 \$ (0.86) \$ 233.35	\$ \$ \$	225.53 (0.63) 224.90	\$ 208.1 \$ (0.5 \$ 208.1	6	\$ 214.27 \$ (0.60) \$ 213.67	\$ 29 \$ \$ 29	(0.83)	\$ (0.69) \$ 244.84		\$ {0 \$ 284	BO) 02	\$ (0.68) \$ 243.53	Does Compa The Pierce C	rison Rate % E o. Ave. Rate by	96.8% xceed		Percentage	
Totals  Weighted Ave. Commercial Container Monthly Rate - Prior Year ( Present value adjustment ((WAMR x (CPI x 70% - from Une B - Exhibit Adjusted Weighted Ave. Residential Monthly Rate CPI-U Year ending June 2009 = -4% X 70% = -28%  Adjusted Weighted Ave. as a % of Pierce Co., ave.	\$ 100,9 (WAMR) 5)	-0.28%	te Modifier Perc	\$ 234,01 \$ (0.66) \$ 233,35 95.8% entage - e	s s s s s	5 225.53 6 (0.63) 5 224.90 92.3%	\$ 206. \$ (0.5 \$ 208.1	6	\$ 214.27 \$ (0.60) \$ 213.67	\$ 29 \$ \$ 29	(0.83)	\$ (0.69) \$ 244.84		\$ {0 \$ 284	BO) 02	\$ (0.68) \$ 243.53	Does Compa The Pierce C No Sec. 17.7 Exempt amt.	rison Rate % E o. Ave. Rate by	96.8% xceed	Rate Modifier F Applied to Compar Comparison Rate Pierce Co. Ave. Ra	Percentage ison Rate only if exceeds ate %	
Totals  Weighted Ave. Commercial Container Monthly Rate - Prior Year ( Present value adjustment ((WAMR x (CPI x 76% - from Line B - Exhibit: Adjusted Weighted Ave. Residential Monthly Rate CPLU Year ending June 2009 = .4% X 70% = .28%  Adjusted Weighted Ave. as a % of Pierce Co. ave.	\$ 100,9 (WAMR) 5)	-0.28%	6 6	\$ 234,01 \$ (0.66) \$ 233,35 95.8% entage - e	s s s s s	5 225.53 6 (0.63) 5 224.90 92.3%	\$ 206. \$ (0.5 \$ 208.1	6	\$ 214.27 \$ (0.60) \$ 213.67	\$ 29 \$ \$ 29	(0.83)	\$ (0.69) \$ 244.84		\$ {0 \$ 284	BO) 02	\$ (0.68) \$ 243.53 100.0% Recycle	Does Compa The Pierce C NO Sec. 17.7 Exempt amt. 1.45	s 1.38	96.8% xceed	Rate Modifier F Applied to Compar Comparison Rate Pierce Co. Ave. Ra 0.00%	Percentage ison Rate only if exceeds ate %	
Totals  Weighted Ave. Commercial Container Monthly Rate - Prior Year ( Present value adjustment ((WAMR x (CPI x 70% - from Une B - Exhibit Adjusted Weighted Ave. Residential Monthly Rate CPI-U Year ending June 2009 = -4% X 70% = -28%  Adjusted Weighted Ave. as a % of Pierce Co., ave.	\$ 100,9 (WAMR) 5)	-0.28%	te Modifier Perc	\$ 234.01 \$ (0.66) \$ 233.35 95.8% entage - e	s s s s s	5 225.53 6 (0.63) 5 224.90 92.3%	\$ 206. \$ (0.5 \$ 208.1	6	\$ 214.27 \$ (0.80) \$ 213.67 87.7%	\$ 29 \$ \$ 29	(0.83)	\$ (0.69) \$ 244.84 100.5%	City of Tacoma	\$ {0 \$ 284	80) 02 .6% Rate %	\$ (0.68) \$ 243.53 100.0% Recycle	Does Composite Pierce C No Sec. 17.7 Exempt amt. 1.45 1.77 U.P.Refuse	irison Rate % E to Ave. Rate by \$ 1.38 \$ 1.63	96.8% xceed	Rate Modifier F Applied to Compar Comparison Rate Pierce Co. Ave. Re 0.00% U.P.Refuse Automatic	Percentage rison Rate only if % exceeds ate %  Ceiling	96.8%
Totals  Weighted Ave. Commercial Container Monthly Rate - Prior Year ( Present value adjustment ((WAMR x (CPI x 76% - from Line B - Exhibit: Adjusted Weighted Ave. Residential Monthly Rate CPI-U Year ending June 2009 = .4% X 70% = .28%  Adjusted Weighted Ave. as a % of Pierce Co. ave.	\$ 100,9 (WAMR) 5)	-0.28%	Note: The Rate Modifier	\$ 234.01 \$ (0.66) \$ 233.35 95.8% entage - e	ffective 3-1-	5 225.53 6 (0.63) 5 224.90 92.3%	\$ 206. \$ (0.5 \$ 208. \$ 208. 85,	(6) 6 5%	\$ 214.27 \$ (0.80) \$ 213.67 87.7%	\$ 2! \$ \$ \$ 2!	(0.83)	\$ (0.69) \$ 244.84 100.5%		\$ {0 \$ 284	BO) 02	\$ (0.68) \$ 243.53 100.0% Recycle	Does Composition The Pierce C No No Sec. 17.7 Exempt amt. 1.44 1.77 U.P.Refused Rate (AR)	rison Rate % E o. Ave. Rate by  \$ 1.38 \$ 1.63  Comparison Rate (CR)	96.8% xceed	Rate Modifier F Applied to Compar Comparison Rate Pierce Co. Ave. R: 0.00% U.P.Refuse Automatic Rate Ceiling	Percentage rison Rate only if % exceeds ate %  Ceiling Adjusted	96.8%  U.P. Refuse Ceiling Adjuste
Totals  Weighted Ave. Commercial Container Monthly Rate - Prior Year ( Present value adjustment ((WAMR x (CPI x 76% - from Line B - Exhibit: Adjusted Weighted Ave. Residential Monthly Rate CPLU Year ending June 2009 = .4% X 70% = .28%  Adjusted Weighted Ave. as a % of Pierce Co. ave.	\$ 100,9 (WAMR) 5)	-0.28%	Note: The Rate Modifier  City of Lakewood  Rate less 4,00%	\$ 234.01 \$ (0.66) \$ 233.35 95.8% entage - e	s s s s s s s s s s s s s s s s s s s	92.3% 92.3% 92.3%	\$ 206. \$ (0.5 \$ 208. \$ 208. 85. Class 3.	8) 6 6	\$ 214.27 \$ (0.60) \$ 213.67 87.7%	\$ 2! \$ \$ 2!	(0.83) 15.79 21.5%	\$ (0.69) \$ 244.84 100.5%	City of Tacoma	\$ (0 \$ 284	80) 02 .6% Rate %	Recycle Non-recycle Rege Rate	Does Composition The Pierce C No No Sec. 17.7 Exempt amt. 1.44 1.77 U.P.Refused Rate (AR)	rison Rate % E to Ave. Rate by 1.38 \$ 1.63 Comparison Rate (CR) Rate Less 5.00%	96.8% xceed more than 59	Rate Modifier F Applied to Compar Comparison Rate Pierce Co. Ave. R: 0.00% U.P.Refuse Automatic Rate Ceiling	Percentage rison Rate only if % exceeds ate %  Ceiling Adjusted Rate [CAR] (% of	U.P. Refuse Ceiling Adjust Rate with 5% Agreement
Totals  Weighted Ave. Commercial Container Monthly Rate - Prior Year ( Present value adjustment ((WAMR x (CPI x 70% - from Une B - Exhibit  Adjusted Weighted Ave. Residential Monthly Rate  CPIU Year ending June 2009 = -4% X 70% = -28%  Adjusted Weighted Ave. as a % of Pierce Co.ave.  CHEDULE 3 Rate Class 3 Auto  Itti-family Recycling	(WAMR) S)  Omatic Rate Ce	-0.28%	Note: The Rate Modifier  City of Lakewood  Rate less 4,00% Rate Agreement	\$ 234,01 \$ (0.66) \$ 233,35 95,8% entage - e	ffective 3-1-  Murrey's Disposal  (% Rate C.	5 225.53 6 (0.63) 5 224.90 92.3% -10	\$ 206. \$ (0.5 \$ 208.1 85. Class 3.	6) 6 5% City of Steil	\$ 214.27 \$ (0.60) \$ 213.67 87.7%	\$ 25 \$ \$ \$ 25 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	(0.83) 15.79 21.5% City of F	\$ (0.69) \$ 244.84 100.5%		\$ (0 \$ 284	80) 02 .6% Rate %	Recycle Non-recycle  [% of Cust.	Does Comport The Pierce Comport No  Sec. 17.7  Exempt amt. 1.44  1.72  U.P.Refust Adjusted Rate (AR) Rate with 5% Agreement Fee	s 1.38 \$ 1.63  Comparison Rate (CR) Rate Less 5.00% Agreement Fee	96.8% xceed more than 59	Rate Modifier F Applied to Compar Comparison Rate Pierce Co. Ave. R: 0.00% U.P.Refuse Automatic Rate Ceiling	Percentage ison Rate only if exceeds ate %  Ceiling Adjusted Rate	U.P. Refuse Ceiling Adjust Rate with 5% Agreement
Weighted Ave. Commercial Container Monthly Rate - Prior Year ( Present value adjustment (fWAMR x (CPI x 76% - from tine b - Exhibit Adjusted Weighted Ave. Residential Monthly Rate CPI-U Year ending June 2009 = -4% X 70% = -28%  Adjusted Weighted Ave. as a % of Pierce Co. ave.  CHEDULE 3 Rate Class 3 Autoutti-family Recycling	(WAMR) B)  Cust coul	100.00% -0.28% -0.28% ling - Rat  % of t Cust. 08 10/22/2007	Note: The Rate Modifier  City of Lakewood  Rate less 4,00% Rate Agreement 7 3/1/2009 Fee	\$ 234.01 \$ (0.66) \$ 233.35 95.8% entage - e	s s s s s s s s s s s s s s s s s s s	92.3% 92.3% 92.3% 92.3% 92.3% 92.3%	\$ 206. \$ (0.5 \$ 208.1 \$ 208.1 85. Class 3. Pierce Co. Refuse (% of Rate Cust. 3/1/2009 X Rate)	8) 6 6	\$ 214.27 \$ (0.80) \$ 213.67 87.7% accom	S 2! S 5 2! S 7 1	(0.83) 15.79 21.5% City of F	\$ (0.69) \$ 244.84 100.5% 100.5% (% of Cust. F)	City of Tacoma	\$ (0 \$ 284	80) 02 8% Rate % Pierce Co. Aver (PCAR)	Recycle Non-recycle I(% of (Cust.) Rate)	Does Composition The Pierce C No No Sec. 17.7 Exempt amt. 1.45 1.72 U.P.Refuse Adjusted Rate (AR) Rate with 5%	rison Rate % E o. Ave. Rate by \$ 1.38 \$ 1.63 \$ Comparison Rate (CR) Rate Less \$ 5.00% Agreement Fee	96.8% xceed more than 59	Rate Modifier F Applied to Compar Comparison Rate Pierce Co. Ave. Ri 0.00% U.P.Refuse Automatic Rate Ceiling Adjustment	Percentage rison Rate only if % exceeds ate %    Ceiling   Adjusted   Rate   (CAR)   (% of Cust.   X Rai	U.P. Refuse Ceiling Adjuste Rate with 5% Agreement Fee Effective 3-1-20
Weighted Ave. Commercial Container Monthly Rate - Prior Year ( Present value adjustment ((WAMR x (CPI x 76% - from Une B - Exhibit: Adjusted Weighted Ave. Residential Monthly Rate CPI-U Year ending June 2009 = -,4% X 70% = -,28%  Adjusted Weighted Ave. as a % of Pierce Co. ave.  CHEDULE 3 Rate Class 3 Autoutlefamily Recycling	(WAMR) S)  Omatic Rate Ce	-0.28%	Note: The Rate Modifier  City of Lakewood  Rate less 4,00% Rate Agreement	\$ 234,01 \$ (0.66) \$ 233,35 95,8% entage - e	ffective 3-1-  Murrey's Disposal  (% Rate C.	5 225.53 6 (0.63) 5 224.90 92.3% -10	\$ 206. \$ (0.5 \$ 208.1 85. 85. Class 3. Pierce Co. Refuse (% of Rate Cust. 3/1/2009 X Rate)	6) 6 5% City of Steil	\$ 214.27 \$ (0.60) \$ 213.67 87.7% 87.7%	\$ 25 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	(0.83) 15.79 21.5% City of F Rate 3/1/200	\$ (0.69) \$ 244.84 100.5% rcrest (% of Cust. F Cust. F	City of Tacoma	\$ (0 \$ 284	B0) 02 .6% Rate % Pierce Co. Aver (PCAR) Rate	Recycle Non-recycle I(% of (Cust.) Rate)	Does Comport The Pierce Comport No  Sec. 17.7  Exempt amt. 1.44  1.72  U.P.Refust Adjusted Rate (AR) Rate with 5% Agreement Fee	s 1.38 \$ 1.63 Comparison Rate (CR) Rate Less 5,00% Agreement Fee	96.8% xceed more than 59	Rate Modifier F Applied to Compar Comparison Rate Pierce Co. Ave. R: 0.00% U.P.Refuse Automatic Rate Ceiling	Percentage rison Rate only if % exceeds ate %    Ceiling	U.P. Refuse Ceiling Adjuste Rate with 5% Agraement
Weighted Ave. Commercial Container Monthly Rate - Prior Year ( Present value adjustment ((WAMR x (CPI x 76% - from Line B - Exhibit:  Adjusted Weighted Ave. Residential Monthly Rate   CPI-U Year ending June 2009 = .4% X 70% = .28%   Adjusted Weighted Ave. as a % of Pierce Co.ave.  CHEDULE 3 Rate Class 3 Autoutlefamily Recycling   ulti-family Recycling   Le Effective Date   Cotumn #	(WAMR) B)  Cust coul	100.00% -0.28% -0.28% ling - Rat  % of t Cust. 08 10/22/2007	Note: The Rate Modifier  City of Lakewood  Rate less 4,00% Rate Agreement 3/1/2009 Fee	\$ 234,01 \$ (0.66) \$ 233,35 95,8% entage - e	ffective 3-1-  Murrey's Disposal  (% Rate C.	92.3% 92.3% 92.3% 92.3% 92.3% 92.3%	\$ 206. \$ (0.5 \$ 208.1 \$ 208.1 85. Class 3. Pierce Co. Refuse (% of Rate Cust. 3/1/2009 X Rate)	6) 6 5% City of Steil	\$ 214.27 \$ (0.80) \$ 213.67 87.7% accom	S 2! S 5 2! S 7 1	(0.83) 15.79 21.5% City of F Rate 3/1/200	\$ (0.69) \$ 244.84 100.5% 100.5% (% of Cust. F)	City of Tacoma	\$ (0 \$ 284	B0) 02 .6% Rate % Pierce Co. Aver (PCAR) Rate	Recycle Non-recycle  (% of (Cust. IX Rate)	Does Compart The Pierce Compart No Sec. 17.7 Exempt amt. 1.44 1.72 U.P.Refusa Adjusted Rate (AR) Rate with 5% Agreement Fee 3/1/2006	irison Rate % E o. Ave. Rate by  \$ 1.38 \$ 1.63  Comparison Rate (CR) Rate Less 5.00% Agreement Fee	96.8% xceed more than 59 (% of Cust. X Rate)	Rate Modifier F Applied to Compar Comparison Rate Pierce Co. Ave. R: 0.00% U.P.Refuse Automatic Rate Ceiling Adjustment	Percentage rison Rate only if % exceeds ate %    Ceiling	U.P. Refuse Ceiling Adjust Rate with 5% Agreement Fee Effective 3-1-2 W

					.,	-,													
Recycling Non-recycling	1	3402 301.5			\$ 4.17 \$ 5.24		\$ 6.00 \$ \$ 6.75 \$	5.44 \$ 1.	65 \$ 1.50	\$ 1.70 \$ 1.54 \$ 1.70 \$ 0.16	\$ 4.34 \$ 3.9	3 \$ 5.38	\$ 4.88	\$ -		3.87 \$ 3.51 \$ 0.61 \$	0.58 \$ 0.53 \$		0.53 \$ 0.6
Non-recycling Totals	ls	301.5		a 5.53	\$ 5.24	b 0,49	0./5 5	0.63 \$ 2.	9U \$ 0.23	3 1./0 \$ 9.16	\$ 4.34 \$ 0.4	\$ 5.38	\$ 0.50	3 -	\$ - \$	4.30 \$ 0.40 \$ 1.33 \$	1.26 \$ 0.12 \$	- \$ 1.26 \$ 0	).12 \$ 1.3
						1				<u> </u>			-						
Weighted Ave. Residential Monthly Rate - Prior Year (WAMR)						\$ 4.27		6.07	\$ 1.73			34	\$ 5,38		s -	\$ 3.91			
Present value adjustment ((WAMR x (CPI x 70% - from Line B - Exi Adjusted Weighted Ave, Residential Monthly Rate	xhibit E)	<u> </u>	-0.28%	<del>                                     </del>		\$ (0.01) \$ 4.26		(0.02) 6.05	\$ (0.00 \$ 1.73		\$ (0.0 \$ 4.3	01)	\$ (0.02) \$ 5.36		\$ -	\$ (0.01) \$ 3,90	\$ 0.65	\$ 0	165
CPHU Year ending June 2009 =4% X 70% =28%						1				<b>1</b>		~	0.00			3.50	<b>4</b> 0.00		
	-			<u> </u>		109,2%				ļ			202 011			400 0000	(CR)% 16.67%	45	70/
		!	-			109.2%		55.2%	44,29	43,5%	111.0	J%	137.6%		0,0% Rate %	100.00% Comparison Rate	(CR)% 16.67%	16.	.7%
			. 1			1 .					<u></u>					Does Comparison			
	ļ										<del>                                     </del>						e, Rate by more than 5%?		
OUEDINE 4 Date Oleve 4 - 44 - 44											<del>  </del>					No			
SCHEDULE 4 Rate Class 4 effecti	1Ve 3-1-10	i				1					-		LRI Landfill	Rate History					
	<u> </u>	<u> </u>				1					<del>                                     </del>								
Calculation for Drop Box and Compactor Du	ump ree Base	Rate		ļ		1	9/23/2009							L.R.I. L.R.I. Rate/cu. yd. Rate \$/ton	Contract Percent				
						Effective	Rate Rate	Rate			1		<del></del>	\$ 1.10	Dase Nate Increase				
				Row#	Rate	Rate	per Ton per Ton	per Ton					1985						
						1	3/1/2009 3/	1/2010 Differenc	•				5/1/1987						
Column	#			l	а	ь	c d	e			-		<del> </del>	\$ 42.00 \$ 48.00					
·	-					1		7						4 40.00					
L.R.I. Disposal Tip (Dump) Fee							\$ 108.74 \$ 1	12.94					9/1/1993	\$ 66.10					
U.P. Refuse 2% Markup		<u> </u>			1.	2.00%													
Subtotal						1	\$ 108.74 \$ 1	15.20	+				4	<u>-</u>					
Formula	la la			ļ		(a/(1-(a2+a3+a4)))	(b*c1) (b*d	(d5-c5)			<del>  </del>		11/1/1995	72.2					
Politica						(art 1-(05-23-84)))	(n e1) (p.g	(60-65)			<del>  </del>								
				1			\$ 108.74 \$ 1	15.20						<del></del>				2	
City Admin. Fee				2	5.00%		\$ 5.83 \$	6.18					5/3/1997	\$ 75.75					
State B & O Tax Bridge Toll	1	<del> </del>		3 4	1.50% 0.25%		\$ 1.75 \$ \$ 0.29 \$	0.31				-	1/1/1999 8/1/2000	\$ 92.53 \$ 81.63					
Allowed Drop Box and Compactor Dump Fee per Ton	Base Rate			5		-	\$ 116.61 \$ 12		13				3/16/2002						
Note 1: Bridge Toll was added to formula effective 3-1-09			ļ	ļ		1							3/1/2003	\$ 88.00					
Note 2: U.P. Refuse Markup begins effective 3-1-2	2010.	<del> </del>		i				i i					3/1/2004 3/1/2005		\$ 96.42	<del>    '   -</del>			
													3/1/2006	\$ 92.96	\$ 99.42 3.11%				
		1		<u>.</u>	1	1			5				3/1/2007 3/1/2008	\$ 98.89					
		<del> </del>									<b>+</b>	-	3/1/2008						
	1	<u> </u>											3/1/2010	\$ 112.94	\$ 123.54				
SCHEDULE 4a Dump Fee calculation	on (except D	rop Boxe	s and Cor	mpactors	s) - Effec	ctive 3-1-20	10			<u> </u>		1							
-						<u> </u>	9/23/2009												
	i	İ				Effective	Rate Rate	Rate											
				Row#	Rate	Rate	per Ton per Ton												
		1		<u>i                                     </u>	-		3/1/2009 3/	1/2010 Differenc	<u> </u>								·		
Column #	#				a	ъ	c d	e		i									
L.R.I. Disposal Tip (Dump) Fee			<u> </u>	<u> </u>	<b></b>		\$ 108.74 \$ 1	42.54		<u> </u>		4							
Livit Disposal (ip (Dullip) ) de			<u> </u>	i				-						-					
Subtotal	1.				ļ		\$ 108.74 \$ 1	12.94											
Formula	a	<u> </u>			<del> </del>	(a/(1-(a2+a3+a4)))	(b*c1) (b*d	1) (65-c5)					<del> </del>						
					1.														•
City Admin. Fee				1 2	5.00%	5,3619%	\$ 108.74 \$ 1 \$ 5.83 \$	12.94 6.06		ļ									
State B & O Tax				3	1,50%	1.6086%	\$ 1.75 \$	1.82											
Bridge Toll  Illowed Toter and Container Dump Fee per Ton Base	Rate		<u> </u>	5	0.25%	<del></del>	\$ 0,29 \$ \$ 116.61 \$ 12		51			_							•
Note 1: Bridge Toll was added to formula effective 3-1-09				5	1	[	ψ 110.01 \$ 12	1.12 3 4.	<u>''</u>	-	1	-					1		
Note 2: U.P. Refuse Markup begins effective 3-1-2				Ī															
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COLLEGE 4 - CT - CT	1				1														
CHEDULE 1a City of Tacoma Adju	ustment for	⊨mbedde	d Taxes	<u> </u>		Effective	Adjustment	-											
<u> </u>		<u> </u>	<del> </del>	l	Rate		Adjustment Rate	<del>-  </del>		+	+	-	<del> </del>				<del>-   -    </del>	<del>  </del>	
				l	a	ь	С				+ + -	-							
					1	(a/(1-(a2+a3+a4)))	(-b*c1)												
		<del></del>		1			100.00%												
ity of Tacoma Gross Earnings Tax				2	8.00%		-8.864%												
tate B & O Tax	1	1		. 3	1,50%	1.66%	-1.662%												
idge Toll otal		-		4	0.25% 9.75%					<del>                                     </del>	1	+							
					9./5%	(0.80%	U3.ZU/0	-											
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CHEDINE 4h Coot Colombia 5	Curbside G	iass Recy	cung				<del></del>												
CHEDULE 1b Cost Calculation for		CPI	CPI	Total															
CHEDULE 1b Cost Calculation for	<u> </u>		************	[															
CHEDULE 1b Cost Calculation for Adjustment for CPI since 2004		% Change									. —								
Adjustment for CPI since 2004	al cost from 2004	% Change	Amount	£ 200						<u> </u>			<del> </del>						
Adjustment for CPI since 2004	al cost from 2004	% Change	Amount 0.06	\$ 2.82 \$ 2.88															
Adjustment for CPI since 2004	2005	% Change 2.3% 4,2%	0.06 0.12	\$ 2.88 \$ 3.00															
Adjustment for CPI since 2004	2005 2006 2007	% Change 2.3% 4,2% 3.5%	0.06 0.12 0.11	\$ 2.88 \$ 3.00 \$ 3.11															
Adjustment for CPI since 2004	2006 2007 2008	% Change 2.3% 4.2% 3.5% 5.8%	0.06 0.12 0.11 0.18	\$ 2.88 \$ 3.00															
Adjustment for CPI since 2004 Origina	2005 2006 2007 2008 2008 2008	% Change 2.3% 4.2% 3.5% 5.8% -0.4%	0.06 0.12 0.11 0.18 -0.01	\$ 2.88 \$ 3.00 \$ 3.11 \$ 3.29															