



City Council Committee Meeting Agenda

Public Works / Parks Committee

This meeting will be conducted by telephone and online, connection information is listed below and will be posted on the City Website calendar – <https://www.stanwoodwa.org>

Monday, February 7, 2022, 5:30 PM

1. Selection of committee chair
2. Confirm/set committee calendar
3. Review/discuss 2022 work plan
4. WM contract

[Join Zoom Meeting](#)

Webinar ID: 841 9653 6857
Passcode: 341209
Telephone: (253) 215 8782



**CITY OF STANWOOD
PUBLIC WORKS/PARKS COMMITTEE
AGENDA STAFF REPORT**

ITEM NUMBER: 1

DATE: February 7, 2022

SUBJECT: Select committee chair

FROM: Kevin Hushagen, Public Works Director

ATTACHMENTS:

PURPOSE

The purpose of this agenda item is to allow the public works committee to self-elect a chair for 2022.



**CITY OF STANWOOD
PUBLIC WORKS/PARKS COMMITTEE
AGENDA STAFF REPORT**

ITEM NUMBER: 2

DATE: February 7, 2022

SUBJECT: Public Works Committee meeting calendar

FROM: Kevin Hushagen, Public Works Director

ATTACHMENTS:

PURPOSE

The purpose of this agenda item is to set a meeting schedule for the public works committee meetings for 2022.

BACKGROUND

The public works committee meetings are currently set for the first Monday of the month at 5:30pm.



**CITY OF STANWOOD
PUBLIC WORKS/PARKS COMMITTEE
AGENDA STAFF REPORT**

ITEM NUMBER: 3

DATE: February 7, 2022

SUBJECT: 2022 work plan

FROM: Kevin Hushagen, Public Works Director

ATTACHMENTS:

PURPOSE

The purpose of this agenda item is to discuss the 2022 work plan.

BACKGROUND

With the 2021-2022 budget a work plan was proposed and adopted. We are now in the second year of the budget/work plan and staff would like to refresh and get feedback from the committee on where we are in completing the plan.

Work Plan Item	2021				2022				Result	Notes/Comments
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
Community Priority	CAPITAL IMPROVEMENT PROJECTS									
	Streets									
	Repave 72nd Avenue from 276th to 272nd								Design and Construct	Designed and getting TIB approval to bid
	Ovenell Access and 102nd Ave. bypass								Design and Right of Way	Planning Study by Transpo underway; SR532 online open house and survey live and collecting community feedback
	Viking Way Phase 2								Design and Right of Way	Design and ROW underway; applying for RTCC funding for constructon
	101st Street Reconstruction								Design	Design 90% complete. Construction based on funding.
	68th Avenue overlay								Construct	Designed and getting TIB approval to bid
	270th & 271st Street Beautification								Design	Preparing for CERB design grant; concepts developed; City Beautification Program adopted by Council
	Sidewalks									
	Purchase right of way and construct sidewalk on 92nd (271st to Heritage Park)								Design and Construct	Consultant working on design and need
	273rd Street sidewalk (100th Ave. to 102nd Ave.)								Design	Design 90% complete. Construction based on funding
	276th Street Sidewalk (71st to 72nd Ave)								Design and Construct	Developer currently building a portion. Remainder by developer.
	Wastewater									
	Wastewater Treatment Plant Improvements								Design and Construct	Sewer master plan update to start 9/2021. Improvement TBD.
	Church Creek Collection System (Church Creek Lift Station to SR 532)								Design and Construct	Waiting on SEPA and permitting; going to bid
	Main Lift Station Upgrades								Construct	Electrical work taking place
	Water									
	Telemetry Upgrades								Design and Construct	On going
	Storm Water									
	IS-4 Phase 2								Design and Construct	Design at 75%, permitting in process; grant applied for
	IS-4 Phase 3								Design and Construct	Design at 20%.
	Civic Campus									
	Re-evaluate Civic Campus design								Design Complete	Project Re-booted in January 2021; Stanwood Commons Building Due Diligence in progress. Council to discuss August 12 2021
	Hamilton Park and Boat Launch									
	Construction of Hamilton Landing Park								Construct	Permitting withdrawn due to Appeal; Staff working on join application with WDFW; Draft SEPA Checklist under review by City Attorney
	Smoke Stack Repair and Painting								Construct	

Work Plan Item	2021				2022				Result	Notes/Comments	
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4			
Ovenell Park											
Enhance Parks & Recreation	Concept Design									Design Complete	
Church Creek Park											
Enhance Parks & Recreation	Tree Thinning									Project Complete	
	Design and Build New Pickleball Court									Project Complete	
	Relandscape Flag Pole Area									Project Complete	
Downtown Park											
Support Sustainable Local Economy	Site Clean Up									Site Construction	Contract by Ecology Complete; Soil Testing Starting in May; Soil Testing Complete. Purchase Pending; Clean Up in 2022
	Property Acquisition									Property Purchased	Authorized to start PSA Process July 8, 2021; Purchase Pending
	Site Design									Bid Spec's Complete	
Port Susan Trail											
Enhance Parks & Recreation	Final Design and Construction of SPS Trail - Phase 2									Site Construction	Budget Amendment Approved to Start Final Design
DEPARTMENTAL INITIATIVES & ORGANIZATIONAL PROGRAM ADMINISTRATION											
Community Development											
Economic Development	2024 Comprehensive Plan Update: Transportation, Economic Development, Water and Sewer Analysis; Policy Analysis; Streetlight Data									Environmental Studies for Comp Plan Update	Environmental data gathering, analysis and re-write of Comp Plan; Starting 2022
Parks & Recreation	Park Implementation Plan									Adopted Resolution	Combine with task below.
Parks & Recreation	Conduct Recreation Programming Feasibility									Complete Feasibility Study	Berk hired; staff and board interviews in progress; Alternatives being developed by Berk. Next Committee Meeting: August 11. 50% Complete; Working on Teams Strategy - Carry Over to 2022
Economic Development	City Beautification Program: 271st Street and SR 532: Annual Landscape Program, Wayfinding Signs, Banners, 88th Avenue Arch, Service Club Signs, East/West End Street Designs									Project Implemented	Annual Landscape Program, Wayfinding Signs, 88th Avenue Arch, Service Club Signs, East/West End Street Designs; parking signs installed; landscape plans being prepared by consultant; Planting scheduled for August; Preliminary 88th Avenue Arch designed; working on west end options. Lanscaping Complete; Parking Signs Installed; Arch Design Approved; Banner Project Approved; Mainstreet Design Started

Work Plan Item	2021				2022				Result	Notes/Comments
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
Finance & Information Technology										
Transportation	Transportation Benefit District Sales Tax Levy Renewal								Safe Streets	Provide framework/timeline to place levy renewal on ballot
Internal Organization	Update Cost Allocation Plan-Develop federal Indirect Cost Rate								Supports Audit	Engagement under way. Planned complete first half of 2022
Internal Organization	Update Vehicle & Equipment Replacement Program to include new acquisitions								Organizational Efficiency	2021 review completed, will reassess for 2023-24 budget
Internal Organization	Review and improve records management systems-transition to electronic records								Organizational Efficiency	Consultant initial survey under way.
Internal Organization	Annual WCIA audit								Organizational Efficiency	Completed for 2021
Internal Organization	Coordinate IT Security Assessment (jointly with Public Works)								Organizational Efficiency	Scope of work under review. Planned for first half of 2022
Internal Organization	Implement Utility rate increases								Annual On-going	Rate changes completed for 2021.
Internal Organization	Surplus equipment sales								Annual On-going	Coordinate sales with Public Works
Public Engagement	Prepare annual TBD Report								Annual On-going	2020 report completed
Public Engagement	Prepare annual financial statement and support audit fieldwork								Annual On-going	Financial & federal Single Audit fieldwork completed
Internal Organization	Assess processes for automation and customer service enhancements								Annual on-going	On going
Internal Organization	Budget Monitoring and Budget Amendments								Annual On-going	Budget Amd #1 authorized; Mid-Biennial Budget adjustment under way
Internal Organization	Conduct physical asset inventory								Annual On-going	On going
Public Works										
Transportation	6 year Transportation Improvement Plan (TIP)								Agency Compliance	City Council adopted June 10, 2021
Protect Environment	Discussions with BNSF for movable flood wall								Build Flood Wall	Alan working with Everett Engineering on design, plans and materials
Public Engagement	Consumer Confidence Report								Agency Compliance	Completed for 2021
Internal Organization	Implement IWORQs Work Order Management system and automate process								Organizational Efficiency	Tech Team reviewing. Iworqs Conference in August 2021. Scheduling demonstration
Protect Environment	Clean Sweep Event								Special Event	Completed for 2021
Transportation	Snow plowing and ice control								Safe Streets	Annual On-going
Protect Environment	Update Sewer and Water Master Plans to support Comprehensive Plan Update									Contracts approved with RH2, work underway
Protect Environment	Solid Waste and Recycling contract renewal								Contract Approved	Contract being discussed with WM
Transportation	80th Ave corridor study								Safe Streets	Study completed. Council committees discussed. Implementation of recommendations to parallel budget amendment
Transportation	Study options for intersection improvements								Safe Streets	Traffic Circle at 80th & 284th designed, to be constructed by developer.
Parks & Recreation	Park Maintenance - Mowing, Ballfield maintenance, Restroom Cleaning								Annual On-going	
Protect Environment	Storm Pond Maintenance								Annual On-going	
Transportation	Street Sweeping								Annual On-going	
Protect Environment	Water Meter Replacement Program								Annual On-going	
Protect Environment	Water Meter Reading								Annual On-going	
Protect Environment	Hydrant Painting								Annual On-going	
Protect Environment	Water line flushing								Annual On-going	
Protect Environment	Sewer line cleaning								Annual On-going	
Protect Environment	Videoing of sewer system								Annual On-going	
Transportation	Sidewalk repair and maintenance								Annual On-going	
Transportation	Vegetation management								Annual On-going	

Work Plan Item		2021				2022				Result	Notes/Comments
		Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4		
Protect Environment	Coordinate Long-term Water Source discussions with stakeholders									Annual On-going	
Economic Development	Special Event Support - road closure, signage, event set up									Annual On-going	
Human Resources											
Internal Organization	Wellness Program Activities									Annual On-going	Wellness Committee formed and meeting monthly; Enhanced wellness activities planned
Internal Organization	Conduct Compensation Study									Employee Experience	
Internal Organization	Develop and implement Employee Experience Program & Professional Development Plan									Organizational Efficiency	In progress
Internal Organization	Monitor and Support Employee Safety Program, including required annual training									Annual On-going	Safety Program submitted to L&I; Safety Committee formed and meeting monthly
Internal Organization	Negotiate Collective Bargaining Agreements									Successor Agreements - Ratified and adopted	



**CITY OF STANWOOD
PUBLIC WORKS/PARKS COMMITTEE
AGENDA STAFF REPORT**

ITEM NUMBER: 4

DATE: February 7, 2022

SUBJECT: Waste Management contract

FROM: Kevin Hushagen, Public Works Director

ATTACHMENTS: A: Contract

PURPOSE

The purpose of this agenda item is to update the public works committee of the WM contract proposal that is being presented at Council on Thursday

BACKGROUND:

The City entered into a solid waste contract with WM in April 2012. The term of the contract was 10 years and is set to expire on April 30. In the fall of 2021, the city conducted a survey on solid waste services with the results being discussed at both the public works committee and council workshop in October where staff was directed to negotiate a new contract (attached) with WM to be brought back for Council approval and Mayor signature. The term of the new contract will be for 10 years.

SUMMARY:

New Contract with WM

- The new contract with WM will include:
 - Continuation of all current services
 - Residential: weekly garbage, every other week recycling and food/yard waste collection services
 - Commercial garbage collection services
 - Collection services will now be fully automated with WM carts throughout the City.
 - As Stanwood customers already know, fully carted service maintains a cohesive look around neighborhoods and can reduce street side litter since the carts have a tight-fitting lid.
 - This also improves efficiency for WM, helping keep the system costs lower for customers, and reducing driver injury.

- WM carts will be delivered to customers that have a personal can before the start of the new contract. The carts have wheels for ease of resident use, come in various sizes, are made with recycled content, and will be maintained and replaced if damaged by WM. Approximately 10% of residential customers that currently use a personal garbage can will be moved to a WM cart for garbage.
- Improved inclement weather recovery: In the event of a multiple week service interruption, WM would bring a drop box or collection truck to a centralized area where residents could bring garbage. WM would continue to collect all missed materials at the curb on the customer's next collection day.
- Initial rate increases:
 - 6% for residential customers
 - 10% for commercial customers
 - 20% for roll off customers
- Low Income Senior Discount: In line with the City's other utilities, rates for WM's services will include a 30% discount for low-income seniors or disabled persons.

Food/Yard Waste Frequency

- Staff would like to have council input for the service frequency of food/yard waste.
- Current food and yard waste service is every other week.
 - Every other week service is at a lower rate than weekly.
 - If residents have additional material, they can set out extra materials (for a charge) on their collection day in paper leaf bags, personal cans or bundles.
 - WM provides an annual collection calendar that helps residents remember their collection week.
- Both weekly and every other week yard waste are common service options.
- Option for weekly service
 - Over the past two years, the city has heard feedback from residents that they would prefer to have weekly service.
 - Fall 2020: In an audit by WM, it was discovered that the contract noted every other week collection, but they were providing weekly service. At that time, the city switched from weekly to every other week yard waste collection to maintain the current rate. After this change, residents contacted council with concerns about this change.
 - Fall 2021: The city conducted a solid waste survey. Of the 206 respondents, more residents were in favor of weekly collection rather than every other week collection, despite the increased cost.
 - Q: I prefer yard waste pick-up every other week to lower the cost.
 - Strongly Disagree: 27%
 - Disagree: 25%
 - Neither disagree or agree: 19%

- Agree: 23%
 - Strongly Agree: 6%
- Q: I prefer yard waste pick-up every week despite the cost.
 - Strongly disagree: 14%
 - Disagree: 20%
 - Neither disagree or agree: 24%
 - Agree: 29%
 - Strongly Agree: 14%
- Other than the convenience of weekly collection, another reason that many cities choose this option is to increase participation in food waste composting. With either weekly or every other week collection, residents can compost food scraps. However, for many residents, every other week collection is a barrier to food scrap composting.
- Staff explored seasonal food/yard collection. This is where food/yard waste is collected weekly in the spring, summer and fall, and every other week in the winter. The savings from this option is so small, that staff does not recommend this option.
 - The rate is not significantly lower because WM does not have a use for the trucks every other week during winter months, so there is not a savings that would be passed onto residents.
 - Switching from weekly to every other week causes confusion on the collection schedule and doesn't achieve the food waste composting benefits associated with weekly collection.
- The entire city needs to be on the same collection frequency. It is not an option for some residents to subscribe to weekly while others select every other week. The entire city needs to be on the same collection cycle to seek the operational efficiencies associated with these rates.

DISCUSSION:

The contract as presented reflects organic (food/yard) waste being collected every other week at a cost of \$9.95/month. However, if the Council was to choose a weekly service the cost would increase to \$17.09/month and the motion would need to be amended to reflect the change.

SOLID WASTE COLLECTION SERVICES AGREEMENT

This SOLID WASTE COLLECTION SERVICES AGREEMENT (this “**Agreement**”) is made and entered into by and between WASTE MANAGEMENT OF WASHINGTON, INC., a Delaware corporation (“**WM**”) and the CITY OF STANWOOD, a municipal corporation created under the laws of the State of Washington (the “**City**”). The parties shall be collectively referred to herein as the “**Parties**” and individually as a “**Party**”, unless specifically identified otherwise. This Agreement shall be effective upon the last date that all Parties have executed this Agreement (the “**Effective Date**”), as evidenced by their signatures below.

RECITALS

WHEREAS the City desires to provide its residents and businesses with environmentally sound Solid Waste Collection Services (as defined below);

WHEREAS WM and its affiliates have extensive experience in providing Solid Waste collection, disposal, and processing services; and

WHEREAS the City has determined that it would be in the best interests of its residents and businesses to contract with WM to provide Solid Waste collection, disposal, and processing services to the City and to residential and commercial premises, in accordance with the terms and conditions contained herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

DEFINITIONS

For the purposes of this Agreement, the following terms shall have the following meanings:

“**Applicable Law**” means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to performance under this Agreement.

“**Bin**” means a watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between one (1) and eight (8) cubic yards, designed or intended to be mechanically dumped into a packer type truck. Bins may also include compactors that are owned or leased by Customers, the use of which is contingent upon confirmation of compatibility from WM.

“**Cart**” means a WM-owned watertight heavy plastic receptacle with a rated capacity of approximately twenty (20), thirty-five (35), sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels, that is used for the Collection Services.

“**Carry-Out Service**” means the servicing of Carts by WM that are not placed Curbside by a Single-Family Premises Customer for collection, but rather require WM to enter onto such Customer's property and roll-out or carry-out their Cart(s) to WM's collection vehicle. Customers may request a carry-out service for an additional cost, as set forth in Exhibit A, attached hereto, and such cost is charged based upon the distance from WM's collection vehicle. Information on Carry-Out Service for senior citizens and physically challenged persons is set forth in Section 2.3.1.1(iv) of this Agreement.

“**City Facilities**” means the facilities set forth in Exhibit C of this Agreement, attached hereto, as may be amended from time to time pursuant to the terms of this Agreement.

“**Collection Services**” means the process by which Solid Waste is removed from Single-Family and Commercial Premises within the Service Area by WM, transported to a transfer, disposal or Processing facility, and subsequently disposed of or Processed.

“**Commencement Date**” means May 1, 2022.

“**Commercial Premises**” means non-Single-Family Premises and includes Multi-Family Premises and Premises on which business, governmental, religious, or educational activity is conducted; however, a business conducted upon a Single-Family Premises which is permitted under applicable zoning regulations, and is not the primary use of the Premises, is excluded.

“**Construction and Demolition Debris**” means commonly used or discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, Dwelling Unit, Single-Family Premises, Commercial Premises or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, trees, remnants of new construction materials (including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, and/or packaging); but does not include any Unacceptable Waste.

“**Container**” means a WM-owned Cart, Detachable Container or Drop-Box Container suitable for storage and collection of Solid Waste. For purposes of this Agreement (i) “**Detachable Container**” means a watertight metal or plastic container equipped with a tight-fitting cover, capable of being mechanically unloaded into a collection vehicle, and having a capacity of not less than one (1) cubic yard or greater than eight (8) cubic yards; and (ii) “**Drop-Box Container**” means an all-metal container having a capacity of ten (10) cubic yards or greater, which is loaded onto a specialized collection vehicle. Containers may also include compactors that are owned or leased by Customers, contingent upon confirmation of compatibility from WM.

“**County**” means Snohomish County, Washington.

“**Customer**” means an owner or occupant of Single-Family Premises or Commercial Premises who has the legal right to initiate, cancel or make changes to an account with WM for Collection Services.

“**Dwelling Unit**” means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals; but does not include hotel or motel units.

“**Extra Unit(s)**” means a plastic bag or can containing excess materials that do not fit inside a Customer’s Cart, the size of any such Extra Unit is not to exceed the size of a Customer’s primary Cart (e.g., 35-, 64- or 96-gallons). WM shall charge Customers for any Extra Units it collects, pursuant to the Rates set forth in Exhibit A of this Agreement, as attached hereto.

“**Food Waste**” means waste composed of animal, fruit or vegetable matter, resulting from food preparation and/or consumption.

“**Garbage**” means all putrescible and non-putrescible solid, semi-solid, and liquid wastes including, but not limited to rubbish, cold bagged ashes, industrial wastes, swill, dead small animals completely wrapped in plastic and weighing less than fifteen pounds (15 lbs.), and discarded recyclable

materials that are placed by Customers in appropriate Containers, including Bins, Carts, bags or cans for collection and disposal by WM. Needles or “sharps” shall be included in the definition of Garbage to the extent such items may be disposed of in accordance with Applicable Law. Garbage shall include Construction and Demolition Debris; but does not include any Recyclables, Organic Waste, Hazardous Waste, or Unacceptable Waste.

“**Hazardous Waste**” means wastes that are defined as hazardous wastes under federal law, including the federal *Resource Conservation & Recovery Act*, 42 U.S.C. §§ 6901 et seq., and under comparable state laws.

“**Multi-Family Premises**” means any Premises with five (5) or more attached or unattached Dwelling Units, where all such Dwelling Units receive centralized Collection Services and are billed collectively.

“**Organic Waste**” means Food Waste and Yard Debris. Organic Waste excludes any Unacceptable Waste.

“**Overage**” means (i) Solid Waste that exceeds a Container’s intended capacity, such that the lid is lifted by at least 6” or would be lifted by at least 6” if there was a lid, or (ii) Solid Waste placed on top of or in the immediate vicinity of a Container. WM may charge Customers an Overage service charge, pursuant to the Rates set forth in Exhibit A of this Agreement, as attached hereto.

“**Premises**” means any parcel of real property in the Service Area where Solid Waste, is generated, deposited, accumulated, or otherwise coming to exist.

“**Process**”, “**Processed**”, or “**Processing**” means an operation or series of operations, whether involving equipment, manual labor, and/or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages, or otherwise prepares, Solid Waste, and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused or reconstituted products. Processing begins at the time Solid Waste is delivered to the Processing facility and ends when the finished Processed materials are sold or reused, and any residue is properly disposed.

“**Rates**” means the costs to be charged to, and paid by, WM Customers for the Collection Services and other services that WM may provide to Customers, pursuant to the Rates set forth in Exhibit A of this Agreement, attached hereto, as may be adjusted pursuant to the terms of this Agreement.

“**Recyclables**” means the materials specified in Exhibit B of this Agreement, attached hereto.

“**Service Area**” means (i) the entire area included within the City limits as at the Commencement Date of this Agreement; and (ii) any such additional area as may thereafter become included within the City limits from time to time due to annexation, incorporation or other means, but only from and after the time that WM is lawfully permitted to provide Collection Services to any such additional area(s).

“**Single-Family Premises**” means Premises in the Service Area having less than five (5) Dwelling Units, where each Dwelling Unit is occupied individually by a renter or owner, that receive individual Collection Services and are billed individually.

“**Solid Waste**” means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Service Area, including Garbage, Recyclables and Organic Waste, but excluding any Unacceptable Waste.

“Unacceptable Waste” means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or Hazardous Waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to WM pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage or threatened damage to WM’s equipment or facilities, or present a substantial endangerment to the health or safety of the public, and/or WM’s employees. Title to and liability for Unacceptable Waste shall always remain with the generator of such Unacceptable Waste.

“Yard Debris” means leaves, grass and clippings of woody, as well as fleshy plants. Unflocked holiday trees are acceptable. Materials larger than 4” in diameter or 4’ in length are excluded. Bundles of Yard Debris up to 2’ x 2’ x 4’ in dimension shall be allowed and shall be secured by degradable string or twine, not nylon or other synthetic materials. Kraft paper bags may be used to contain Yard Debris. Shredded paper may be included in Organic Waste Containers.

TERMS AND CONDITIONS

1. **TERM.** The initial term of this Agreement shall be for a period of ten (10) years, commencing on the Commencement Date and, unless sooner terminated in accordance with the provisions of this Agreement, expiring on the same day ten (10) years later. Upon expiration of the initial term, the Parties may, upon mutual written agreement, extend the term of this Agreement for unlimited extension terms, such extension terms not to exceed three (3) years each. Unless otherwise agreed to by the Parties, the Parties shall agree to each extension term at least six (6) months prior to the expiration date of the then-current term, or this Agreement shall terminate on such expiration date.

2. **COLLECTION SERVICES.**

2.1 **Exclusive Right; Exceptions; Enforcement.** The City hereby grants to WM and WM shall have the exclusive duty, right and privilege to provide Solid Waste Collection Services to all Single-Family Premises and Multi-Family Premises and Garbage Collection Services to all Commercial Premises in the Service Area, or otherwise handle Solid Waste from all buildings, structures, places of business, plants, Dwelling Units, stores, office buildings, fire houses, schools, hotels, municipal buildings, theaters, garages, public markets, restaurants, and other places generated, deposited, accumulated or coming to exist within the Service Area, in accordance with the terms of this Agreement.

Notwithstanding the above, nothing in this Agreement shall prevent any owner, occupant or tenant of any Premises from personally handling, hauling, or transporting wastes generated by or from such Premises for purposes of disposing of any such wastes at an authorized disposal area or transfer station; such wastes may include, but are not limited to, Solid Waste, Hazardous Waste, infectious waste and designated waste, regardless of the source, and Construction and Demolition Debris.

The City shall use good faith efforts to protect and enforce WM’s exclusive rights by its adoption of appropriate ordinances and enforcement of such ordinances against third-party violators. WM may independently enforce the exclusivity provision of this Agreement against third-party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in any such enforcement actions which WM may bring.

Once Solid Waste is placed in a Container at the designated location for collection, or is otherwise set out for collection in an approved manner, title to and responsibility for such materials transfer directly from the generator to WM. Title to Unacceptable Waste shall remain with the generator at all times.

2.2 Annexation. The exclusive areas to be served shall be the Service Area and the City's Urban Growth Area (UGA) as each exist on the Effective Date of this Agreement. Notwithstanding RCW 35.13.280, if areas already being served by WM pursuant to Chapter 81.77 RCW are added to the City through annexation, or otherwise (the "**Annexed Area(s)**"), such Annexed Area(s) shall be included within the Service Area and WM shall service the Annexed Area(s) under the terms and conditions set forth in this Agreement, or under the terms and conditions of WM's Washington Utilities and Transportation Commission (WUTC) permit, for a term of ten (10) years from the effective date of annexation, notwithstanding the term set forth in Section 1 of this Agreement. WM shall have the right in its discretion to cease servicing Annexed Area(s) upon or after the termination of this Agreement, provided that WM provides written notice of its election to terminate this Agreement within ninety (90) days prior to the termination of this Agreement. In consideration of such ten (10) year term (which is longer than the seven (7) year minimum term set forth in RCW 35.13.280 during which the City must permit WM to service Annexed Area(s), or pay damages to WM), WM expressly waives and releases its right to claim any damages or compensation from the City, its officers, agents, or assigns, arising out of the termination of any pre-existing certificate(s), permit(s), or other agreement(s) held by WM prior to any such annexation(s) by the City, and further, WM specifically waives its right to receive any additional compensation or rights of collection in any such Annexed Area(s).

If an Annexed Area is already being served by WM pursuant to Chapter 81.77 RCW, the City shall provide written notice to WM of such annexation. To allow WM sufficient time to transition its Customers in the Annexed Area from service under Chapter 81.77 RCW to service under this Agreement, WM shall commence service to Customers in the Annexed Area commencing the first calendar day, of the third calendar month, after WM's receipt of notice from the City, or as otherwise agreed by the Parties (e.g., if the City delivers notice to WM on February 15th, service under this Agreement would begin on May 1st). The City acknowledges that equipment, such as trucks and Containers, may take time to procure and, therefore, the City shall not penalize WM for reasonable delays in the provision of Collection Services to Annexed Areas due to procurement delays that are not within WM's control.

If, during the term of this Agreement, as may be extended pursuant to the terms of this Agreement, additional territory is added to the City through annexation, or otherwise, within which WM does not have an existing WUTC certificate, or other franchise for solid waste or other collections, then, upon written notice from the City, WM shall service such Annexed Area(s) under the terms and conditions set forth in this Agreement, at the Rates set forth in Exhibit A, attached hereto. The City shall indemnify, hold harmless, and defend WM from any and all claims, actions, suits, liability, loss, costs, expenses, and/or damages, including reasonable attorneys' fees and costs arising out of WM's provision of the Collection Services in such Annexed Area(s) pursuant to the terms of this Agreement.

2.3 Collection Services.

2.3.1.1 Single-Family Premises.

- (i) Carts. WM shall provide each Single-Family Premises Customer with one (1) 96-gallon, 64-gallon, 35-gallon, or 20-gallon Cart, at the Customer's election, designated for Garbage Collection Services; and one (1) 96, 64, or 32-gallon Cart at the Customer's election, for the Collection of Recyclables. The default Cart size shall be 64-gallons, unless a Customer requests another size. WM may utilize Carts that were distributed to Customers in connection with WM's prior contract with the City, to satisfy its obligations under this Agreement. WM shall collect any Extra Units left out by Customers for collection and shall charge Customers for any such Extra Units pursuant to the Rates set forth in Exhibit A of this Agreement, as attached hereto.

- (ii) Cart Replacement. WM shall repair or replace (as determined by WM), at no charge to the Customer or the City, any Cart that becomes damaged or destroyed during WM's performance of the Collection Services, or that becomes unusable due to ordinary wear and tear. However, if a Cart in a Customer's possession is lost, materially damaged, or destroyed, unrelated to WM or its performance of the Collection Services, WM has the right to charge the Customer for the cost of the repair or replacement (as determined by WM) of any such Cart.
- (iii) Schedule and Location of Collection Services. WM shall perform Garbage Collection Services weekly and Recyclables Collection Services every other week, curbside from each Customer, on a designated weekday or weekdays, to be agreed by WM and the City. Except as otherwise provided in this Agreement, Collection Services shall occur during ordinary hours, but in no instance earlier than 7:00 am.
- (iv) Collection Services for Senior Citizens and Physically Challenged Persons. WM shall offer Carry-Out Service for Garbage, Recyclables and Organic Waste Carts up to fifty feet (50') from WM's vehicle to qualifying senior citizens and/or physically challenged persons, lacking the ability to place Containers at the curb, at no additional charge. WM shall use qualification criteria that are fair and meet the needs of the City's residents. Such criteria shall comply with Applicable Law and shall be subject to City review and approval prior to program implementation.

2.3.1.2 Multi-Family Premises and Commercial Premises.

- (i) Containers. WM shall provide each Multi-Family Premises and Commercial Premises Customers with one (1) or more Container(s) designated for the collection of Garbage, the size(s) of which shall be agreed by WM and Customers, such that all Garbage generated by Customers is properly contained. Recyclables Collection Service is not contemplated by this Agreement but may be separately negotiated between WM and Customers. WM may utilize Containers that were distributed to Customers in connection with WM's prior contract with the City, to satisfy its obligations under this Agreement.
- (ii) Container Repair/Replacement. WM shall repair or replace (as determined by WM), at no charge to the Customer or the City, any Container that becomes damaged or destroyed during WM's performance of the Collection Services, or that becomes unusable due to ordinary wear and tear. However, if a Container in a Customer's possession is lost, materially damaged, or destroyed, unrelated to WM or its performance of the Collection Services, WM has the right to charge the Customer for the cost of repair or replacement (as determined by WM) of any such Container.
- (iii) Schedule and Location of Garbage Collection Services. WM shall perform Garbage Collection Services from Containers at frequencies

and locations to be agreed upon by WM and Customers. Except as otherwise provided in this Agreement, Garbage Collection Services shall occur during ordinary hours, but in no instance earlier than 5:00 am.

2.3.1.3 Organic Waste Collection Services. Organic Waste (Yard Debris and Food Waste) shall be collected curbside every other week from Customers who subscribe to Organic Waste Collection Services, on a weekday or weekdays, to be agreed by WM and the City. The default size shall be 96-gallons. Collection Services shall occur during ordinary hours, but in no instance earlier than 7:00 am. Small Commercial Premises and Multi-Family Premises Customers with non-Cart based Collection Services may subscribe to Organic Waste Collection Services, pursuant to the Rates set forth in Exhibit A of this Agreement, as attached hereto. Such Commercial Premises and Multi-Family Premises Customers shall be provided a 96-gallon Cart.

2.3.1.4 Recyclables. Recyclables specifications and preparation instructions are set forth in Exhibit B of this Agreement, as attached hereto. Recyclables Containers and/or Carts may not contain non-Recyclables or any excluded materials, as specified in Exhibit B. Carts and/or Containers containing non-Recyclables may be delivered to the designated transfer or disposal facility for disposal. WM reserves the right, upon notice to the City, to reclassify Recyclables as non-Recyclables for such time period that the cost to Process, transport and market such materials exceed their then-current value.

2.4 Contamination; Overage; Overweight Containers.

2.4.1.1 Contamination. WM is not obligated to collect contaminated Containers. For purposes of this Agreement, a Container is contaminated when, based on physical or electronic visual inspection it is (i) a Recyclables Container containing non-Recyclables, (ii) an Organic Waste Container containing non-Organic Waste, and/or (iii) any Container containing any amount of Unacceptable Waste.

- (i) If WM elects not to collect a contaminated Container, it shall notify the Customer explaining why. Such notice may be provided by Container tag, email or other method of communication.
- (ii) The contamination protocol shall include three (3) occurrences of contamination, as noted by WM staff, before a contamination service charge, per Cart, per instance, may be charged to Customers. If after three (3) occurrences of contamination by the same Customer, WM elects to collect a contaminated Container, it may charge such Customer a contamination service charge, as set forth in Exhibit A of this Agreement, as attached hereto. Contamination service charges may be included on a Customer's regular invoice or may be billed separately. WM may dispose of the contents of a contaminated Container it elects to collect.
- (iii) If there have been four (4) or more documented instances of a contaminated Container with any one Customer in a twelve (12)-month period, WM may suspend Recyclables and/or Organic Waste

Collection Services for such Customer and remove their Container(s). After one (1) year of suspension, the Customer may petition WM to reinstate such service, in which case the Customer must pay any reactivation and Container redelivery fees, pursuant to the Rates set forth in Exhibit A of this Agreement, as attached hereto.

2.4.1.2 Overage. WM is not obligated to collect Overage from Customers, unless caused by WM's spillage of non-overloaded Containers during its performance of the Collection Services.

- (i) If WM elects to collect Overage, it may charge Customers for any such Overages, pursuant to the Rates set forth in Exhibit A of this Agreement, as attached hereto; provided, however, WM must have photographic evidence of an Overage occurrence (such evidence to be provided to Customers or the City upon request).
- (ii) If there have been more than three (3) instances of Overage with the same Customer, in any 12-month period, and WM has photographic evidence of each such instance, WM may increase a Customer's service level (i.e., larger Cart or more frequent service) to mitigate such frequent Overages and shall bill Customers in accordance with the increased service level, pursuant to the Rates set forth in Exhibit A of this Agreement, as attached hereto. WM shall notify the City of all occurrences of Overage.

2.4.1.3 Overweight Containers. WM may elect not to collect any Cart and/or Container that WM reasonably believes to be overweight. A Cart and/or Container shall be considered "overweight" if the total weight of the Cart or Container, including its contents, exceeds two (2) times its stated capacity (e.g., 192 pounds in a 96-gallon Cart). WM shall provide notification to Customers of any such instance of non-collection.

2.5 Temporary Collection Services. WM shall provide temporary Collection Services upon Customer request. Such temporary Collection Services apply to Customers who request Collection Services for a duration of less than ninety (90) days, including existing Customers who subscribe to permanent Collection Services, who request a Container for a period of less than ninety (90) days. Such temporary Collection Services shall be charged to Customers pursuant to the Rates set forth in Exhibit A of this Agreement, as attached hereto, and WM may charge Customers a deposit in an amount equivalent to the average disposal fee for the Container size requested, such deposit to be paid in advance of the commencement of any temporary Collection Services. For clarity, WM shall have the exclusive right to provide temporary Collection Services within the Service Area, except as otherwise provided herein.

2.6 Unsafe Conditions. WM may elect, in its sole discretion, not to perform Collection Services at any location(s) identified by WM, acting reasonably, where it would be impractical to operate WM's collection vehicles due to the conditions of public streets. WM may also elect, in its sole discretion, not to drive onto private property where driveways or roads do not have adequate turnarounds or if any other unsafe conditions exist.

2.7 Inclement Weather; Road Conditions. If weather conditions are such that WM's continued performance of the Collection Services would result in danger to WMs' employees, residents of the City, or property, or if road conditions such as flooding or weight restrictions affect road use, WM shall perform the Collection Services only in such areas where conditions do not pose any such dangers or

are not subject to any such road use restrictions. WM shall notify the City on the same business day of any areas not serviced. WM shall provide Collection Services to Customers that experienced service interruptions on the Customer's next scheduled service day. Customers will not be charged for Extra Units on the next Collection Service day so long as any such Extra Units do not exceed double the Customer's usual service level.

In the event that Garbage Collection Services are disrupted for ten percent (10%) or more of residential Customers for two or more Collection Service cycles, the Contractor shall provide a temporary Residential Garbage Collection site on the day of or day following the second missed Collection day using a Drop-Box Container or other suitable equipment, with no extra charge assessed for such temporary service.

2.8 Dangerous Animals. WM shall not be required to enter any Premises to perform Collection Services while any animal considered, or feared to be, vicious is loose on any such Premises.

2.9 City Services.

2.9.1.1 Collection Services. WM shall provide Collection Services, at no additional cost to the City, for each City Facility, as set forth in Exhibit C of this Agreement, as attached hereto.

The City may request to add Collection Services, at no additional cost to the City, for up to three (3) additional City facilities throughout the duration of this Agreement, in addition to the City Facilities set forth in Exhibit C of this Agreement, attached hereto, as at the Commencement Date (as may be amended from time to time). For any further addition(s) of City facilities, beyond the three (3) referenced above, or should the volume of a category of materials generated by the City Facilities increase by 10% or more, beyond the volume existing at the Commencement Date, the Parties agree to confer in good faith in order to negotiate an appropriate adjustment of the Rates, relating to any such occurrences.

2.9.1.2 Annual Clean Up Day. Once per calendar year, WM shall provide up to thirteen (13) 30-yard Containers, at no additional cost to the City, to be placed at a location amenable to the City for purposes of the collection and disposal of Solid Waste, Recyclables, and Yard Debris that are ordinary to a household clean-up effort. The City and WM may negotiate approximate services and acceptable items and/or materials throughout the term of this Agreement. Any additional services performed by WM shall be charged to the City pursuant to the Rates set forth in Exhibit A of this Agreement, as attached hereto. WM reserves the right to refuse any materials that do not conform to their specifications.

2.9.1.3 Emergency Services. WM shall use good faith efforts to provide emergency services in the Service Area, upon the City's request, in the event of major accidents, disruptions, or natural calamities. Emergency services may include, but are not limited to, assistance with collecting, Processing, and disposing of Solid Waste following a major accident, disruption, or natural calamity. WM shall use good faith efforts to respond and provide emergency services within 24-hours of receipt of a request by the City or as soon thereafter as is reasonably practical in light of the circumstances at the time. WM shall be compensated for providing any such emergency services, pursuant to the Rates

set forth in Exhibit A of this Agreement, as attached hereto. If WM cannot provide the emergency services requested by the City, the City shall have the right to procure such emergency services from a third-party provider.

2.10 Operational Standards.

2.10.1.1 Compliance with Applicable Law. WM shall perform the Collection Services in accordance with Applicable Law.

2.10.1.2 Personnel and Equipment. The Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles and equipment to perform the Collection Services in a safe and timely manner, pursuant to the terms of this Agreement.

2.10.1.3 Supervision. WM shall be responsible for providing appropriate supervision of its personnel, as required, during their performance of the Collection Services.

2.10.1.4 Holiday Schedule. The Collection Services will not be performed on the following holidays: New Year's Day, Thanksgiving Day and Christmas Day. If a holiday falls on a regularly scheduled collection day, the Collection Services will be performed on the next weekday.

2.10.1.5 Complaints. Any complaints regarding the Collection Services shall be directed to WM. WM agrees to maintain a written log of any oral and/or written complaints it receives from Customers or the public ("**Complaint Log**"). WM shall be responsible for the prompt and courteous attention to and resolution of any complaints. WM shall respond to complaints, other than missed pickups, within twenty-four (24) business hours. In the event of a missed pickup, WM shall complete the pickup the next business day if a complaint is received by 12:00 p.m. on a collection day, or within 48 hours if a complaint is received after 12:00 p.m.

2.10.1.6 Customer Service Website. WM shall provide a customer-friendly website accessible to Customers twenty-four (24) hours per day, seven (7) days per week, containing information specific to the Collection Services, including contact information, collection schedules, material preparation requirements, available services, options, Rates, inclement weather-related service changes/updates and other useful information for Customers, including a link to the City's website. The website shall include an email function to enable Customer communication with WM and the ability for Customers to submit change of service requests (billing and new service set up/service cancellation requests *not* included).

2.10.1.7 Community Outreach and Communications. WM acknowledges that education and public awareness are essential elements of achieving recycling goals. Accordingly, WM shall keep the public informed of service options and encourage participation by way of an annual communications plan to be prepared in cooperation with the City.

WM shall provide an annual service update for each sector which shall be subject to prior review and approval by the City. The annual service update shall be mailed to all Customers and, at a minimum, shall include all services

available to Customers, preparation and other service requirements, contact information, inclement weather policies, and other useful Customer information.

WM shall permit the City to insert, at no charge, single-sheet information bulletins into Customer invoices up to three (3) times per year. The City shall work cooperatively with WM for timely inclusion of such materials with Customer invoices.

WM shall provide on-site or virtual technical assistance to Commercial Premises and Multi-Family Premises Customers upon a request by the City.

2.10.1.8 Disposal and Recycling. WM shall dispose of Garbage collected pursuant to this Agreement to permitted facilities of its choosing, as approved by the Snohomish County Solid Waste Division and Snohomish County Health Department for the Processing or disposal of such materials. WM shall use good faith efforts to Process Recyclables which are collected by WM and shall use good faith efforts to avoid disposing of such materials in a landfill unless WM has considered other alternatives and, after good faith efforts to locate a market, has determined that such disposal is the most economical means of handling Recyclables or is necessary to avoid damage to its equipment. The disposal of contaminants separated during Processing is acceptable to the extent that it is reasonable and consistent with industry standards.

3. **RECORDKEEPING AND REPORTING**

3.1 Annual Reports. WM shall submit annual program reports during the term of this Contract. These reports shall be completed by February 15 regarding data for the previous calendar year. The City may request program reports at any time during the calendar year but must allow WM at least thirty (30) days to prepare the reports, or such other period of time as WM may reasonably require. The annual program reports shall clearly indicate individual totals for Single-Family Premises and Commercial Premises, including Multi-Family Premises, collection services. At a minimum, the annual program reports shall include:

- a. monthly summary of Recyclables and Organic Waste tonnage collected and recovered (not disposed of at landfill), by Customer category;
- b. recycling participation (count Customers twice per year, in April and October);
- c. monthly summary of City Solid Waste tonnage, by Customer category; and
- d. Customer complaint report, missed pickups, missed deliveries, etc.

3.2 Monthly Program Reports. WM shall submit monthly program reports during the term of this Agreement. These reports shall be completed at the end of the month for the prior month. The reports shall clearly indicate individual totals for Single-Family Premises and Commercial Premises, including Multi-Family Premises, collection services. At a minimum, the reports shall include:

- a. monthly summary of Recyclables and Organic Waste tonnage collected and recovered (not disposed of at landfill), by Customer category;
- b. approximate Customer participation rates in terms of weekly and monthly set-out counts;
- c. total number of Recyclables Carts that have been distributed to Single-Family

Premises Customers; and

- d. monthly summary of City Solid Waste tonnage collected and disposed of at a landfill, by Customer category.

4. THE RATES.

4.1 The Rates. WM shall charge for Collection Services pursuant to the Rates set forth in Exhibit A of this Agreement, attached hereto, as shall be amended from time to time, in accordance with the terms of this Agreement. WM may occasionally provide other services related to Solid Waste collection in the Service Area, not specifically provided for under this Agreement. In such event, WM shall bill for any such service(s) performed in accordance with the approved rates under WM's WUTC permit.

4.2 County Disposal Fee. The County disposal fee as it exists as of the Effective Date, or as may be adjusted thereafter, shall be itemized separately on Customer invoices for Customers who subscribe to Drop-Box Container service. WM shall charge such Customers the actual disposal cost plus fifteen percent (15%) for handling, in order to pass-through WM's actual disposal costs, included in the Rates for Drop-Box Container service.

4.3 Annual Rate Adjustments. Commencing on May 1, 2023 and on every May 1st annually thereafter (each, an "**Adjustment Date**"), the service portion of the Rates, as adjusted hereunder, shall be automatically increased by a percentage equal to the percent change in the average Consumer Price Index for Urban Wage Earners and Clerical Workers: Water and sewer and trash collection services ("CPI") (Series CWUR0000SEHG), U.S. city average, as published by the Bureau of Labor Statistics, not seasonally adjusted. The first adjustment will be based on the change in CPI as described above, of the January 2022 published index to the January 2023 published index. At least thirty (30) days prior to the Adjustment Date, WM shall notify the City of the CPI adjustment to take effect on the Adjustment Date and shall provide the City with its computations therefor. Adjustments to the Rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments. Annual CPI adjustments shall not be negative. In the event the CPI index series decreases year-on-year, there shall be no CPI adjustment.

4.4 Changes in County Disposal Fees. Periodic adjustments shall be made to the Rates to reflect increases or decreases in County disposal fees for Garbage. In the event of a change in disposal fees, the disposal fee component of the Rates charged to Customers shall be adjusted, based on the percentage increase or decrease in the disposal fee applied to the disposal components set forth in Exhibit A of this Agreement, attached hereto. Disposal fee changes shall be effective on the date of the County's implementation of such change, provided that WM has provided Customers forty-five (45)-days' notice.

4.5 Other Rate Adjustments. The Rates will be adjusted annually, as needed, to account for increases or decreases greater than ten percent of Customers receiving subsidization through the Low Income Senior or Disabled Persons Rate, which will be given to Residential Customers as determined by the City. The number of customers receiving the Low Income Senior or Disabled Persons Rate as of the Effective Date is fifty-nine (59).

4.6 Extraordinary Rate Adjustments. The Rates under this Agreement are calculated to pay certain costs and expenses that are of a contingent and uncertain nature. Therefore, in addition to the Annual Rate Adjustments, the Rates shall be, upon written request by WM, negotiated in good faith with the City, and further adjusted to fully capture increased expenses associated with WM's performance of the Collection Services, including but not limited to any one or more of the following causes:

- (a) Uncontrollable Circumstances (see Section 10);

- (b) changes in Applicable Law that are effective after the Commencement Date of this Agreement;
- (c) increases in surcharges, fees, assessments, and/or taxes levied by federal, state or local regulatory authorities, or other governmental entities related to performance of the Collection Services;
- (d) Increases in the cost of transportation, including fuel and third-party transportation costs, of ten-percent (10%) or more;
- (e) increases in fees for the Processing of Organic Waste, if such Organic Waste is being Processed at a third-party facility;
- (f) material increases in the volume of City Solid Waste collected by WM hereunder, whether caused by Customer growth; and/or annexation, or otherwise;
- (g) increases of ten-percent (10%) or more in the cost to collect, handle, store, transport, or Process Recyclables;
- (h) changes to the definition of “Recyclables”, as provided in this Agreement, or an increased need activities pertaining to recycling, provided such activities, are approved by the City; and/or
- (i) any other extraordinary circumstances, or causes, or reasons, that are not within WM’s reasonable control.

If WM requests a Rate adjustment pursuant to this Section, WM shall prepare a Rate adjustment request showing calculations of WM’s increased costs/lost revenue and the amount of adjustment to the Rates required, in order to offset such increased costs/lost revenue. The City may request documentation and data reasonably necessary to evaluate such request by WM, and may retain, at its own expense, an independent third-party auditor to review such request and supporting documentation. If a third-party auditor is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential and/or proprietary nature of WM’s data. The City and WM shall negotiate in good faith all properly calculated Rate adjustments within ninety (90) days of any such request by WM.

Notwithstanding the foregoing, if WM’s request for a Rate adjustment is based upon any new or increased third-party fees, taxes, assessments, or charges, the City shall approve such Rate adjustment within such time period as necessary to ensure that any such fees, taxes, assessments, or charges are passed on to Customers by the date the same are effective.

4.7 Changes in Recyclables Markets/Costs. In the event that a change in Applicable Law or a material change in market conditions affecting the Recyclables market occurs, including, but not limited to, a lack of commercially reasonable market availability for a type of Processed Recyclables, changes in market specifications affecting the salability of a type of Processed Recyclables, or changes affecting the recyclability or marketability of a type of Processed Recyclables (each a “**Material Change**”), that results in an increase in Processing costs or decrease in commodity values, then the Parties shall negotiate in good faith an adjustment to the then-current Rates. If WM requests a Rate adjustment pursuant to this Section, WM shall prepare a Rate adjustment request showing calculations of increased Processing costs or decreased commodity values and the amount of adjustment to the Rates required in order to offset such increased costs or decreased commodity values. The City may request documentation and data reasonably necessary to evaluate such request by WM, and may retain, at its own expense, an independent third-party auditor to review such request and supporting documentation. If a third-party auditor is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential and/or proprietary nature of WM’s data.

4.8 City Street Maintenance Fee. As consideration for the wear and tear of WM service trucks on City streets and the administrative cost of administering this Agreement WM shall pay to the City, on or before the 25th day of each month, one-percent (1%) of WM's Adjusted Gross Revenues

collected from Customers during the preceding month. The term "**Adjusted Gross Revenues**" means any and all revenue or compensation actually collected by WM from Customers pursuant to this Agreement, net of franchise fees. The term Adjusted Gross Revenues, for purposes of this Agreement, shall not include any a) revenues generated from non-exclusive services performed by WM, unless third parties who are free to compete for such services with WM are also required by the City to pay the franchise fee; b) City, or other federal, state, or local taxes or surcharges; c) any Customer late fees, returned check charges, interest, reactivation charges, or similar charges resulting from Customer delinquencies; or d) any revenues generated from the sale of Recyclables and/or any recycling rebates received.

5. CUSTOMER SERVICE AND BILLING.

5.1 Customer Service. WM shall maintain a toll-free customer service telephone number for Customers to call and shall always be available during office hours (Mon-Fri 7:00 a.m. to 7:00 p.m., Sat 9:00 a.m. to 1:00 p.m.), and shall have a sufficient number of English and Spanish-speaking representatives available to handle the volume of Customer calls WM typically experiences for an area comparable in size and population to the Service Area. WM shall provide all customer service functions for Customers, including, but not limited to:

- (a) answering telephone calls and responding to email requests;
- (b) informing Customers of current and new services and Rates;
- (c) handling new service subscriptions and service cancellations;
- (d) receiving and resolving complaints;
- (e) billing; and
- (f) maintaining a current and user-friendly customer service website.

WM shall provide the above services at WM's sole cost, such cost being included in the Rates, as may be adjusted pursuant to the terms of this Agreement.

5.2 Customer Billing. WM shall be responsible for all billing functions related to the Collection Services. All Single-Family Premises Customers shall be billed no less than quarterly, and Commercial Premises Customers shall be billed monthly. Customers may be billed prior to receiving the Collection Services, but the due date shall be no sooner than thirty (30) days from the date of the invoice. WM may bill Customers late payment fees, returned payment fees, NSF check charges, reactivation and redelivery fees, as well as any/all costs associated with bad debt collection, pursuant to WM's then-current Rates. The City will provide reasonable assistance to WM regarding billing and collection of amounts past-due from Customers, which may include timely notification to WM of changes in Customer status (e.g., evictions and move-ins/outs) and modification of municipal ordinances to ensure Customers adhere to the requirements set forth in this Agreement.

6. **DEFAULT; TERMINATION**. Except for any Uncontrollable Circumstances (see Section 10), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have (i) ten (10) days from the receipt of any such default notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of such default notice to cure any other default of its obligations pursuant to this Agreement. If a defaulting Party fails to cure any such breach within the allotted time, the non-defaulting Party, at its option, may immediately terminate this Agreement by written notice to the defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation, reasonable attorneys' fees and costs associated with enforcement of the terms of this Agreement. Under no circumstances shall either Party be liable for any consequential, indirect, punitive or special damages for any alleged default under

this Agreement.

7. **INDEPENDENT CONTRACTOR.** WM shall perform the Collection Services as an independent contractor. WM, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. WM shall at all times have exclusive control of performance of the Collection Services. Nothing in this Agreement shall be construed to give the City any right or duty to supervise or control WM, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which WM performs its obligations under this Agreement.

8. **SUBCONTRACTORS.** WM shall not use subcontractors to perform the Collection Services described hereunder unless WM has obtained prior written approval from the City, which approval shall not be unreasonably delayed or withheld. If written approval is obtained, WM shall remain liable to the City for the subcontractor's performance of the Collection Services as if such services were being performed by WM.

9. **PERFORMANCE BOND.** WM must furnish to the City a performance bond, to be approved by the City Attorney, conditioned that WM shall faithfully perform all provisions and terms of this Agreement and pay all laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply WM with provisions and supplies for the carrying on of any work in compliance with this Agreement, which bond shall be signed by the surety contractor or surety and shall be for the amount of Thirty-Five Thousand Dollars (\$50,000). Such bond may be for periods of twelve (12) months but shall be renewed or replaced on or before each expiration and kept in full force and effect during the entire term of this Agreement, including any extensions hereof.

10. **FORCE MAJEURE.** Except for the failure to make payments when due, neither Party shall be in default for its failure to perform or delay in performance caused by an uncontrollable circumstance, and the affected Party shall be excused from performance during the occurrence of such event(s). For purposes of this Agreement, "**Uncontrollable Circumstances**" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

11. **Indemnification / Hold Harmless**

11.1 The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with Contractor's breach of this Agreement or to the extent caused by the negligent acts or omissions or willful misconduct of the Contractor or any of its directors, officers, employees, agents or subcontractors in performance of this Agreement, except to the extent injuries and damages are caused by the negligence of the City. Notwithstanding any provision in this Agreement to the contrary, the Contractor shall not be responsible for any damage to driving surfaces resulting from ordinary wear and tear during the Contractor's performance of the Collection Services.

The City shall defend, indemnify and hold the Contractor, its directors, officers, employees and subcontractors harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with City's breach of this Agreement or to the extent caused by the negligent acts or omissions or willful misconduct of the City or any of its officers, officials, employees or volunteers in performance of this Agreement, except to the extent injuries and damages are caused by the alleged negligence of the Contractor.

Notwithstanding the foregoing, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of indemnification of the City, its officers, officials, employees and volunteers. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11.2 Insurance Term

The Contractor shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Contractor's work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

11.3 No Limitation

The Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

11.4 Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA0020.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

A. Minimum Amounts of Insurance

The Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

B. City Full Availability of Contractor Limits

If the Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

11.5 Other Insurance Provision

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

11.6 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

11.7 Verification of Coverage

The Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Contractor before commencement of the work.

11.8 Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within ten (10) business days of their receipt of such notice.

11.9 Failure to Maintain Insurance

Failure on the part of the Contractor to maintain the insurance as required shall constitute a breach of this Agreement. The City, at its discretion, may procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid by Contractor to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City; provided, however, that if Contractor thereafter obtains insurance in compliance with this Agreement it shall be no longer obligated to repay the City for the costs of such premiums.

12. **GENERAL PROVISIONS.**

12.1 This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

12.2 This Agreement shall be construed in accordance with the laws of the state in which the Collection Services are performed.

12.3 All written notification required by this Agreement shall be effective upon receipt and delivered by certified US mail, return receipt requested, overnight delivery by a nationally recognized courier/delivery service, or by hand delivery to the Party's address(es) shown below:

If to WM: Area Director, Public Sector Solutions
720 4th Ave, Suite 400
Kirkland, WA 98033

Copy to: Area Senior Legal Counsel
720 4th Ave, Suite 400
Kirkland, WA 98033

If to the City: City of Stanwood
Attn: City Administrator
10220 270th St. NW
Stanwood, WA 98292

12.4 This Agreement may not be assigned or transferred by WM, without the prior written consent of the City. The City may withhold its consent to assignment or transfer of this Agreement in its sole discretion. Notwithstanding the foregoing, WM may assign this Agreement to a subsidiary or corporate affiliate of WM without the prior consent of the City, and this Agreement shall be binding upon the Parties and their respective successors and assigns.

12.5 Time is of the essence in the performance of this Agreement.

12.6 The City specifically reserves municipal authority to enact general municipal ordinances and resolutions affecting all businesses and persons in the City.

12.7 This Agreement constitutes the entire agreement between the Parties. Except as expressly provided herein, no alteration or modification of this Agreement shall be effective unless such modification is in writing and signed by the Parties.

12.8 If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

12.9 In the event either Party successfully enforces its rights against the other hereunder, the other Party shall be required to pay the prevailing Party's reasonable attorneys' fees and court costs.

12.10 This Agreement may be signed in two (2) or more counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted electronically shall be deemed valid execution of this Agreement and binding on the Parties.

* * *

IN WITNESS WHEREOF, the Parties enter into this Agreement as of the Effective Date. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

THE CITY OF STANWOOD, WA

**WASTE MANAGEMENT OF
WASHINGTON, INC.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**EXHIBIT A
Rate Schedule**

				Disposal:	\$105.00	
	Service Level	Pounds per Unit	Disposal Fee	Collection Fee	Total Service Fee	
Section A						
Residential Curbside Service (garbage includes every other week recycling)	1 20-gallon Garbage Cart – weekly service	10.21	\$ 2.32	\$ 25.79	\$ 28.11	
	1 35-gallon Garbage Cart – weekly service	17.87	\$ 4.07	\$ 25.41	\$ 29.48	
	1 64-gallon Garbage Cart – weekly service	32.68	\$ 7.43	\$ 30.49	\$ 37.92	
	1 96-gallon Garbage Cart - weekly service	49.01	\$ 11.15	\$ 34.94	\$ 46.09	
	Garbage Extras (32 gallon equivalent)	16.34	\$ 3.72	\$ 1.27	\$ 4.99	
	Subscription Organic Waste – every other week service			\$ 9.95	\$ 9.95	
	Organic Waste Extras (32 gallon equivalent)			\$ 5.40	\$ 5.40	
	Additional 96 Gallon Recycling Cart – every other week service			\$ 9.62	\$ 9.62	
	Recycling Extras (32 gallon equivalent)			\$ 4.00	\$ 4.00	
	Low Income Senior or Disabled Persons Rates:					
	1 20-gallon Garbage Cart – Low Income Senior or Disabled Persons – weekly service	10.21	\$ 1.62	\$ 18.05	\$ 19.68	
	1 35-gallon Garbage Cart – Low Income Senior or Disabled Persons – weekly service	17.87	\$ 2.85	\$ 17.79	\$ 20.64	
	1 64-gallon Garbage Cart – Low Income Senior or Disabled Persons – weekly service	32.68	\$ 5.20	\$ 21.34	\$ 26.54	
	1 96-gallon Garbage Cart – Low Income Senior or Disabled Persons – weekly service	49.01	\$ 7.81	\$ 24.46	\$ 32.26	
	Subscription Organic Waste Service - 96-gallon Cart - Low Income Senior or Disabled Persons – every other week service			\$ 6.97	\$ 6.97	
	Miscellaneous Fees:					
	Contaminated Recycling Cart			\$ 28.48	\$ 28.48	
	Contaminated Organic Waste Cart			\$ 28.48	\$ 28.48	
	Account Set up charge				\$ 25.00	
	Carry Out Charge (per cart)				\$ 4.03	
	Cart Cleaning (per cart, per cleaning)				\$ 16.00	
	Delivery/Redelivery Fee (per delivery)				\$ 41.48	
	Reactivation Charge (per occurrence)				\$ 18.38	
Resume Service Fee (per occurrence)				\$ 18.38		

Section B	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
Weekly	1 32 gallon Garbage Can/Garbage Cart	16.20	\$ 3.68	\$ 17.73	\$ 21.41
Commercial	1 96 gallon Garbage Can/Garbage Cart	48.59	\$ 11.05	\$ 40.43	\$ 51.48
Cart	Commercial Garbage Extras (32 Gallon Equivalent)	16.20	\$ 3.68	\$ 1.27	\$ 4.95
Weekly	2 Cubic Yard Container	613.50	\$ 139.56	\$ 241.38	\$ 380.94
Commercial	3 Cubic Yard Container	920.25	\$ 209.34	\$ 338.72	\$ 548.06
Detachable	4 Cubic Yard Container	1,227.00	\$ 279.12	\$ 420.82	\$ 699.94
Container (compacted)	6 Cubic Yard Container	1,840.50	\$ 418.68	\$ 584.67	\$ 1,003.35
Weekly	1 Cubic Yard, 1 pickup/week	102.25	\$ 23.26	\$ 86.47	\$ 109.73
Commercial	1 Cubic Yard, 2 pickups/week	102.25	\$ 46.52	\$ 160.57	\$ 207.09
Detachable	1 Cubic Yard, 3 pickups/week	102.25	\$ 69.78	\$ 234.67	\$ 304.45
Container (loose)	1 Cubic Yard, 4 pickups/week	102.25	\$ 93.04	\$ 308.76	\$ 401.80
	1 Cubic Yard, 5 pickups/week	102.25	\$ 116.30	\$ 382.88	\$ 499.18
	1.5 Cubic Yard, 1 pickup/week	153.38	\$ 34.89	\$ 101.24	\$ 136.13
	1.5 Cubic Yard, 2 pickups/week	153.38	\$ 69.78	\$ 188.71	\$ 258.49
	1.5 Cubic Yard, 3 pickups/week	153.38	\$ 104.67	\$ 276.21	\$ 380.88
	1.5 Cubic Yard, 4 pickups/week	153.38	\$ 139.56	\$ 363.65	\$ 503.21
	1.5 Cubic Yard, 5 pickups/week	153.38	\$ 174.45	\$ 451.14	\$ 625.59
	2 Cubic Yard, 1 pickups/week	204.50	\$ 46.52	\$ 117.96	\$ 164.48
	2 Cubic Yard, 2 pickups/week	204.50	\$ 93.04	\$ 219.46	\$ 312.50
	2 Cubic Yard, 3 pickups/week	204.50	\$ 139.56	\$ 320.90	\$ 460.46
	2 Cubic Yard, 4 pickups/week	204.50	\$ 186.08	\$ 422.35	\$ 608.43
	2 Cubic Yard, 5 pickups/week	204.50	\$ 232.60	\$ 523.83	\$ 756.43
	3 Cubic Yard, 1 pickup/week	306.75	\$ 69.78	\$ 148.11	\$ 217.89
	3 Cubic Yard, 2 pickups/week	306.75	\$ 139.56	\$ 276.90	\$ 416.46
	3 Cubic Yard, 3 pickups/week	306.75	\$ 209.34	\$ 405.76	\$ 615.10
	3 Cubic Yard, 4 pickups/week	306.75	\$ 279.12	\$ 534.55	\$ 813.67
	3 Cubic Yard, 5 pickups/week	306.75	\$ 348.90	\$ 663.34	\$ 1,012.24
	4 Cubic Yard, 1 pickup/week	409.00	\$ 93.04	\$ 180.82	\$ 273.86
	4 Cubic Yard, 2 pickups/week	409.00	\$ 186.08	\$ 338.18	\$ 524.26
	4 Cubic Yard, 3 pickups/week	409.00	\$ 279.12	\$ 495.57	\$ 774.69
	4 Cubic Yard, 4 pickups/week	409.00	\$ 372.16	\$ 652.91	\$ 1,025.07
	4 Cubic Yard, 5 pickups/week	409.00	\$ 465.20	\$ 810.31	\$ 1,275.51
	6 Cubic Yard, 1 pickup/week	613.50	\$ 139.56	\$ 231.28	\$ 370.84

	Service Level	Pounds Per Unit	Disposal Fee	Collection Fee	Total Service Fee
Weekly Commercial	6 Cubic Yard, 2 pickups/week	613.50	\$ 279.12	\$ 434.99	\$ 714.11
Detachable Container (loose)	6 Cubic Yard, 3 pickups/week	613.50	\$ 418.68	\$ 638.67	\$ 1,057.35
	6 Cubic Yard, 4 pickups/week	613.50	\$ 558.24	\$ 842.39	\$ 1,400.63
	6 Cubic Yard, 5 pickups/week	613.50	\$ 697.80	\$ 1,046.12	\$ 1,743.92
	8 Cubic Yard, 1 pickup/week	818.00	\$ 186.08	\$ 282.37	\$ 468.45
	8 Cubic Yard, 2 pickups/week	818.00	\$ 372.16	\$ 532.96	\$ 905.12
	8 Cubic Yard, 3 pickups/week	818.00	\$ 558.24	\$ 783.61	\$ 1,341.85
	8 Cubic Yard, 4 pickups/week	818.00	\$ 744.32	\$ 1,034.25	\$ 1,778.57
	8 Cubic Yard, 5 pickups/week	818.00	\$ 930.40	\$ 1,284.87	\$ 2,215.27
	Extra loose cubic yard, per pickup	102.25	\$ 5.37	\$ 13.00	\$ 18.37
Temporary Collection Service (per pickup)	1 Cubic Yard Container	102.25	\$ 5.37	\$ 30.85	\$ 36.22
	1.5 Cubic Yard Container	153.38	\$ 8.05	\$ 33.94	\$ 41.99
	2 Cubic Yard Container	204.50	\$ 10.74	\$ 37.17	\$ 47.91
	3 Cubic Yard Container	306.75	\$ 16.10	\$ 43.49	\$ 59.59
	4 Cubic Yard Container	409.00	\$ 21.47	\$ 50.10	\$ 71.57
	6 Cubic Yard Container	613.50	\$ 32.21	\$ 60.77	\$ 92.98
	8 Cubic Yard Container	818.00	\$ 42.95	\$ 71.59	\$ 114.54
	Initial Delivery			\$ 38.09	\$ 38.09
Temporary Collection Daily Rent	1 Cubic Yard Container			\$ 1.31	\$ 1.31
	1.5 Cubic Yard Container			\$ 1.45	\$ 1.45
	2 Cubic Yard Container			\$ 1.74	\$ 1.74
	3 Cubic Yard Container			\$ 1.87	\$ 1.87
	4 Cubic Yard Container			\$ 2.28	\$ 2.28
	6 Cubic Yard Container			\$ 2.70	\$ 2.70
	8 Cubic Yard Container			\$ 3.10	\$ 3.10

Section C	Service Level (based on pick ups)		Daily Rent	Monthly Rent	Haul Charge	
Commercial Drop Box Collection	Permanent Service					
	Non-compacted 10 cubic yard Drop-box			\$ 57.25	\$ 201.24	
	Non-compacted 20 cubic yard Drop-box			\$ 78.38	\$ 201.24	
	Non-compacted 25 cubic yard Drop-box			\$ 87.42	\$ 201.24	
	Non-compacted 30 cubic yard Drop-box			\$ 94.96	\$ 201.24	
	Non-compacted 40 cubic yard Drop-box			\$ 111.56	\$ 201.24	
	Non-compacted 50 cubic yard Drop-box			\$ 126.67	\$ 201.24	
	Compacted 10 - 40 cubic yard Drop-box				\$ 201.24	
				Daily Rent	Delivery Fee	Haul Charge
	Temporary Service					
	Non-compacted 10 cubic yard Drop-box			\$ 4.08	\$ 74.92	\$ 201.24
	Non-compacted 20 cubic yard Drop-box			\$ 4.85	\$ 74.92	\$ 201.24
	Non-compacted 25 cubic yard Drop-box			\$ 5.28	\$ 74.92	\$ 201.24
	Non-compacted 30 cubic yard Drop-box			\$ 6.56	\$ 74.92	\$ 201.24
	Non-compacted 40 cubic yard Drop-box			\$ 7.76	\$ 74.92	\$ 201.24
	Non-compacted 50 cubic yard Drop-box			\$ 7.76	\$ 74.92	\$ 201.24
	Miscellaneous Fees:					
	Additional Mileage Charge for hauls to other sites, per mile					\$ 3.82

Note: If the customer requires services that are not listed above and are available in our current WUTC tariff; we will charge the rates in our currently approved WUTC tariff surrounding the City of Stanwood

EXHIBIT B
Recyclables Specifications

MATERIAL TYPES	ACCEPTABLE MATERIALS	PREPARATION INSTRUCTIONS	EXCLUDED MATERIALS
Paper	<ul style="list-style-type: none"> • Office paper, copy paper, construction paper, file folders, note paper, computer paper, brochures • Newspaper, advertisements and paper inserts • Magazines and inserts • Catalogs • Cardboard • Direct mail and paper inserts • Envelopes • Paper bags • Cereal, cookie and cracker boxes • Paper towel tubes • Toilet paper tubes • Tissue boxes • Non-foil wrapping paper • Kraft paper bags or boxes • Paper envelopes containing plastic windows 	<p>All materials must be dry.</p> <p><u>Remove any:</u></p> <ul style="list-style-type: none"> • Plastic bags (exterior or interior) • Plastic packaging • Metal • Electronics • Magnets • Twine • Straws • Lids • Food and/or liquids 	<ul style="list-style-type: none"> • Shredded paper • Paper envelopes lined with bubble wrap • Insulation liners or envelopes made from plastic (Tyvek) • Laminated paper • Stickers/labels • Photos • Carbon paper • Receipts • Paper affixed to magnets • Hot or cold cups • Pet food bags • Mixed material bags • Wet and/or soiled paper • Paper with large amounts of paint and/or glue • Frozen food boxes • Juice boxes • Milk cartons • Ice cream containers • Aseptic containers, e.g., soup, broth, soymilk, almond milk
Cardboard	<ul style="list-style-type: none"> • Cardboard boxes • Cardboard packaging • Cardboard beverage containers 	<ul style="list-style-type: none"> • All materials must be dry • Flatten all cardboard • Remove all interior packaging, e.g., block foam, packing peanuts and exterior plastic wrap • Do not bundle with tape or twine (external tape is acceptable) • Place any oversized cardboard next to Cart/Container 	<ul style="list-style-type: none"> • Waxed cardboard

MATERIAL TYPES	ACCEPTABLE MATERIALS	PREPARATION INSTRUCTIONS	EXCLUDED MATERIALS
Metal	<ul style="list-style-type: none"> • Tin, aluminum and/or steel food and/or beverage containers 	<ul style="list-style-type: none"> • Remove all exterior packaging • Remove lids • Empty of all food and/or liquids or other debris • Labels do not need to be removed 	<ul style="list-style-type: none"> • Aluminum foil and/or trays • Sharp and/or greasy metal • Scrap metal • Batteries • Microwaves • Electrical cords • Cell phones • Vehicle snow chains • Aerosol cans
Plastic Bottles and Tubs	<ul style="list-style-type: none"> • PET/PETE bottles • HDPE bottles/jugs • PP tubs, e.g., butter, yogurt, cottage cheese 	<ul style="list-style-type: none"> • Remove lids • Remove straws • Empty of all food and/or liquids or other debris • Labels do not need to be removed 	<ul style="list-style-type: none"> • Plastic bags • Plastics items #3, #6, #7 • Food and/or beverage containers • Cups • Rigid flowerpots • 5-gallon buckets • Plastic film • Diapers • Plastic bottles that contained HHW listed materials • Deli, bakery and produce clamshell containers • Loose lids, any size • Plant trays • PVC • Large rigid plastic, e.g., outdoor furniture, laundry baskets, swimming pools, toys • Hoses • Landscaping/sprinkler tubing
Other	Not applicable	Not applicable	<ul style="list-style-type: none"> • Shredded paper • Fabric (textiles) • Carpet • Wire • Rope • Chains • Christmas lights • Wood • Glass of any kind

EXHIBIT C
Stanwood City Facilities

Facility Name	Facility Address	Service Level as at the Commencement Date
Church Creek Park	27099 72 nd Ave. NW	2-yard MSW – 1x/week
Public Works / Wastewater Treatment	26729 98 th Dr. NW	2 96-gallon REC – 1x/week 3-yard MSW – 1x/week 1.5-yard MSW – 1x/week
Heritage Park	9701 276 th St. NW	2-yard MSW – 1x/week
Police Department	8727 271 St. NW	1-yard MSW – 1x/week
City Hall	10220 270 th St. NW	4 96-gallon REC – 1x/week
Sno Isle Library	9701 271 St. NW	1.5 yard REC – 1x/week 3 96-gallon MSW – 1x/week
City street cans	Downtown Stanwood	7 street cans