

**MEMORANDUM OF UNDERSTANDING
STREET PRESERVATION FEE
(City of Bothell)**

This MEMORANDUM OF UNDERSTANDING: STREET PRESERVATION FEE (“MOU”) is made and entered into between WASTE MANAGEMENT OF WASHINGTON, INC. (“WMW”) and the CITY OF BOTHELL, WASHINGTON (“City”). The parties shall be collectively referred to herein as the “Parties” and individually as a “Party”, unless specifically identified otherwise. This MOU shall be effective upon the date that all Parties have executed this MOU (the “Effective Date”), as evidenced by the signatures below.

RECITALS

WHEREAS in November 2005, WMW and the City entered into the *Comprehensive Garbage, Recyclable, and Organics Collection Contract* (“WMW Contract”) for the collection of solid waste, recyclables, and organics (the “Services”) within the City Service Area, as defined therein, which encompassed the corporate limits of the City as of January 1, 2006;

WHEREAS the initial term of the WMW Contract expired on December 31, 2012, which the City elected to extend until December 31, 2014;

WHEREAS on February 28, 2014, the City has annexed nine areas into the City, known as North Bloomberg Hill, Hillside Estates, South Norway Hill/NE 160th, Magnolia Dairy/South Westhill, North Westhill, Westhill Island/North, Westhill Island/East, Westhill Island/South, and Maywood Island, which are depicted in green and labelled as “Waste Management” on **Exhibit A** attached hereto (the “Annexed Areas”);

WHEREAS under Section 2.1.2 of the WMW Contract, WMW has the right and obligation to continue to provide solid waste collection services to the Annexed Areas for a term of not less than seven years after the annexation, notwithstanding the termination of the WMW Contract on December 31, 2014;

WHEREAS Section 3.2 of the WMW Contract requires WMW to pay an annual Street Preservation Fee on the first day of each month during the term of the WMW Contract;

WHEREAS the Parties disagree as to whether the WMW Contract requires WMW to continue to pay the Street Preservation Fee after December 31, 2014 in light of WMW’s continuing obligation to provide solid waste collection services to the Annexed Areas;

WHEREAS the Parties wish to avoid a dispute over WMW’s obligation, if any, to continue to pay the Street Preservation Fee after December 31, 2014, and therefore the Parties wish to enter into this MOU to clarify and confirm the amount of the Street Preservation Fee that WMW shall pay after December 31, 2014;

WHEREAS WMW’s annual gross revenue received for 2014 from solid waste collection services provided within the Annexed Areas represents approximately 11% of its annual gross revenues for the entire City, and the Parties agree that reducing the Street Preservation Fee in this same proportion is an equitable compromise of the Parties’ position;

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Term; Termination. The Term of this MOU shall commence on January 1, 2015, and shall terminate on the earlier of (a) February 28, 2021; (b) the date of termination of

WMW's rights and obligations to provide solid waste collection services to the Annexed Areas pursuant to Section 2.1.2 of the WMW Contract; or (c) such other earlier date as agreed to in writing by the Parties.

2. Revision to the Street Preservation Fee. In light of the termination of the WMW Contract on December 31, 2014 with respect to all areas of the City except for the Annexed Areas, the Parties agree that WMW shall continue to pay the Street Preservation Fee during the Term of this MOU, provided however, that the amount Street Preservation Fee is adjusted to the annual amount of **\$39,575.40** to reflect the reduction in WMW's service area to only the Annexed Areas. WMW shall pay the Street Preservation Fee in monthly installments of **\$3,297.95**, as adjusted annually, through the Term of this MOU.

3. Subsequent Revisions to the Street Preservation Fee. If, prior to the termination of this MOU, WMW's rights and obligations to provide solid waste collection services to portions (*i.e.*, less than the entire area) of the Annexed Areas terminate, the Parties shall equitably adjust the Street Preservation Fee to reflect the reduction in WMW's service area. Such adjustment shall be made administratively by the Parties and shall be determined based on the reduction in the estimated gross revenues resulting from the reduction in the service area.

4. Annual Adjustments. The Street Preservation Fee shall continue to be adjusted annually in accordance with Section 3.3 of the WMW Contract.

5. Counterparts. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

* * *

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

**WASTE MANAGEMENT OF
WASHINGTON, INC.**

By:

Name: Jason Rose, President

Date: 11/2/14

CITY OF BOTHELL

By:

Name: Robert S. Stowe, City Manager

Date: 12-2-14

Approved as to Form:

Andrew M. Kenefick
Andrew M. Kenefick, Sr. Legal Counsel

Approved as to Form:

Joseph N. Beck
Joseph N. Beck, City Attorney

FIRST AMENDMENT TO COMPREHENSIVE GARBAGE, RECYCLABLES AND ORGANICS COLLECTION CONTRACT

This First Amendment to Comprehensive Garbage, Recyclables and Organics Collection Agreement (this "Amendment") is made and entered into as of June 10, 2008 (the "Effective Date") by and between Waste Management of Washington, Inc., dba Waste Management of Sno-King ("Contractor") and the City of Bothell, King County, Washington ("City"). The parties shall be collectively referred to herein as the "Parties" and individually as a "Party," unless specifically identified otherwise. Any capitalized terms not otherwise defined herein shall have the definition ascribed to them in the Agreement (as defined below).

RECITALS

A. The Parties entered into that certain Comprehensive Garbage, Recyclables and Organics Collection Agreement dated as of January 1, 2006 (the "Agreement"); and

B. The Parties now desire to revise and amend the Agreement, upon the terms and conditions set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties mutually agree, represent, and warrant as follows:

1. Amendment to Section 3.3. Commencing as of the Effective Date, the following paragraphs shall be added to the end of Section 3.3 Compensation Adjustments:

"Notwithstanding any other provision in this Section 3.3, Contractor shall offer a ten percent (10%) discount from the collection service charges set forth in Attachment B (as adjusted from time to time) for eligible residential senior citizen customers as part of a senior citizen discount program in the City Service Area (the "Discount Program"). The eligibility requirements for participation in the Discount Program shall be as mutually agreed upon by Contractor and the City, with the understanding that age and receipt of residential service shall be the determinative criteria.

Each of the Parties agrees to add information relating to the Discount Program to their respective websites. Such information shall be provided by Contractor, and shall be subject to the approval of the City. The City further agrees to (i) keep on hand at City Hall and the Dawson building enrollment forms for the Discount Program, (ii) assist in completion of the forms for those eligible customers who show up at City Hall and the Dawson building and request an enrollment form, and (iii) forward the completed enrollment forms and other required information or documentation to Contractor in a timely manner. Within three (3) months after the Effective Date, each of the Parties agrees to participate in a media announcement announcing the Discount Program."

2. Full Force and Effect. Except as otherwise provided in this Amendment, all other terms and provisions of the Agreement shall remain in full force and effect.

CITY CLERK'S

CITY OF BOTHELL

ORIGINAL

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3. Counterparts. This Amendment, including a facsimile or photocopy hereof, may be executed in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one (1) and the same instrument.

IN WITNESS WHEREOF, the Parties enter into this Amendment as of the date first set forth above.

**WASTE MANAGEMENT OF
WASHINGTON, INC., dba WASTE
MANAGEMENT OF SNO-KING**

By: 

Name: JEFF MEMAHAN

Title: DM

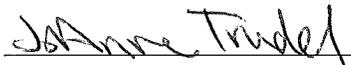
CITY OF BOTHELL

By: 

Name: Douglas Jacobson

Title: Public Works Director

CITY OF BOTHELL

By: 

Name: JoAnne Trudel

Title: City Clerk

CITY OF BOTHELL

By: 

Name: SCOTT MISKA

Title: Interim City Attorney

CITY OF BOTHELL

By: 

Name: Robert S. Stowe

Title: City Manager



WASTE MANAGEMENT

13225 NE 126th Place
Kirkland, WA 98034-8701

November 3, 2008

Sabrina Combs
City of Bothell
9654 NE 182 ST
Bothell, WA 98011

RE: Performance Bond

Enclosed please find the original continuation certificates to bond number 8113-20-00 by Chubb Group of Insurance Companies extending the expiration date to 12/31/09. We increased the amount to comply with the terms of the contract.

If you have any questions please feel free to contact me at 425-825-0011.

Sincerely,

A handwritten signature in black ink, appearing to read 'Caroll Malabanan', written over a vertical line.

Caroll Malabanan
Waste Management Sno-King
Administrative Assistant

enclosure

From everyday collection to environmental protection, Think Green® Think Waste Management.



**CHUBB GROUP OF INSURANCE COMPANIES
A DIVISION OF FEDERAL INSURANCE COMPANY**

1330 Post Oak Boulevard, Suite 2400, Houston, Texas 77056-3031
Phone: (713) 297-4600 / Facsimile: (713) 297-4665

FEDERAL INSURANCE COMPANY

RIDER to be attached to and form a part of

BOND NO 8113-20-00 wherein

Waste Management of Washington, Inc. is named as Principal and

FEDERAL INSURANCE COMPANY as Surety,

Obligee: City of Bothell

Type of Bond: Performance Bond

In the amount of: \$1,220,916.00

Bond dated: October 25, 2000

IT IS HEREBY UNDERSTOOD AND AGREED THAT effective **January 1, 2009** the bond amount is increased as per below:

FROM: One Million Two Hundred Twenty Thousand Nine Hundred Sixteen and NO/100-- (\$1,220,916.00)

TO: One Million Five Hundred Seventy One Thousand Three Hundred Fifty Five and NO/100-----(\$1,571,355.00)

All other terms and conditions of this bond are unchanged.

Signed, sealed and dated this 22nd day of October, 2008

Waste Management of Washington, Inc.
Principal

By : *Richard Covington*
Richard Covington, Attorney-in-Fact

FEDERAL INSURANCE COMPANY

By: *Mary Ann Garcia*
Mary Ann Garcia, Attorney-in-Fact



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Marc W. Boots, Richard Covington, Joy Durham, Mary Ann Garcia, Stephanie Gunderson, Misty Koslosky, Vickie Lacy, Heather Noles, P. T. Osburn, Stephen R. Smith and Marla D. Zuniga of Houston, Texas-----

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 15th day of May, 2008.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 15th day of May, 2008 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE KALBACHER
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 8, 2009**


Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- In- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

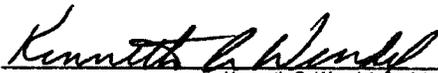
I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

22nd day of October, 2008




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that each of the entities listed on Exhibit A attached hereto (individually, the "Corporation"), has constituted and appointed and does hereby constitute and appoint Marc W. Boots, Richard Covington, Mark W. Edwards II, Mary Ann Garcia, Vickie Lacy, P.T. Osburn, Stephen R. Smith and Maria D. Zuniga of McGriff, Seibels & Williams of Texas, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

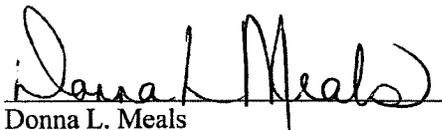
1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of contractors in connection with bids, proposals or contracts.

The foregoing powers granted by the Corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its Vice President, Finance and Treasurer, and its corporate seal to be hereto affixed this 22nd day of October, 2008.

Witness:



Donna L. Meals
Director, Financial Assurance

Waste Management, Inc.



Cherie C. Rice
Vice President, Finance and Treasurer

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
1329409 Ontario Inc.	NA-0000001	Corporation	Ontario
2M Investments, L.L.C.	87-0681820	Limited Liability Company	Utah
3368084 Canada Inc.	NA-0000003	Corporation	Canada
635952 Ontario Inc.	NA-0000005	Corporation	Ontario
Acaverde S.A. de C.V.	NA-0000010	Corporation	Mexico
Acaverde Servicios, S.A. de C.V.	NA-0000011	Corporation	Mexico
Advanced Environmental Technical Services, L.L.C.	36-4016575	Limited Liability Company	Delaware
Akron Regional Landfill, Inc.	31-1595650	Corporation	Delaware
Alabama Waste Disposal Solutions, L.L.C.	76-0641853	Limited Liability Company	Alabama
Alliance Sanitary Landfill, Inc.	23-2383025	Corporation	Pennsylvania
Alpharetta Transfer Station, LLC	20-1457486	Limited Liability Company	Georgia
American Landfill, Inc.	34-1355783	Corporation	Ohio
American RRT Fiber Supply, L.P.	23-2790769	Limited Partnership	Pennsylvania
Anderson Landfill, Inc.	76-0590137	Corporation	Delaware
Antelope Valley Recycling and Disposal Facility, Inc.	95-3344381	Corporation	California
Arden Landfill, Inc.	25-1249512	Corporation	Pennsylvania
Atlantic Waste Disposal, Inc.	36-3852536	Corporation	Delaware
Automated Salvage Transport Co., L.L.C.	04-3735644	Limited Liability Company	Delaware
Auxiwaste Services SA	NA-0000013	Corporation	France
Avalon Southwest, Inc.	26-2817237	Corporation	Delaware
Azusa Land Reclamation, Inc.	95-2908438	Corporation	California
B&B Landfill, Inc.	20-1469925	Corporation	Delaware
Barre Landfill Gas Associates, L.P.	06-1438474	Limited Partnership	Delaware
Beecher Development Company	36-3381285	Joint Venture	Illinois
Bestan Inc.	NA-0000017	Corporation	Quebec
Big Dipper Enterprises, Inc.	45-0325454	Corporation	North Dakota
Bluegrass Containment, L.L.C.	76-0641298	Limited Liability Company	Delaware
Brazoria County Recycling Center, Inc.	76-0160311	Corporation	Texas
Burnsville Sanitary Landfill, Inc.	41-1882463	Corporation	Minnesota
C&C Disposal, LLC	20-1289317	Limited Liability Company	Georgia
C.I.D. Landfill, Inc.	16-1091396	Corporation	New York
CA Newco, L.L.C.	35-2228276	Limited Liability Company	Delaware
Cal Sierra Disposal	94-2349727	Corporation	California
California Asbestos Monofill, Inc.	68-0232434	Corporation	California
Canadian Waste Services Holdings Inc.	NA-0000020	Corporation	Ontario
CAP/CRA, L.L.C.	52-2137376	Limited Liability Company	Illinois
Capital Sanitation Company	88-0121888	Corporation	Nevada
Capitol Disposal, Inc.	76-0638591	Corporation	Alaska
Carolina Grading, Inc.	57-0923608	Corporation	South Carolin.
Cedar Ridge Landfill, Inc.	62-1727570	Corporation	Delaware
Central Disposal Systems, Inc.	42-0995450	Corporation	Iowa
Central Missouri Landfill, Inc.	43-1397423	Corporation	Missouri
Chadwick Road Landfill, Inc.	58-1798581	Corporation	Georgia
Chambers Clearview Environmental Landfill, Inc.	25-1652556	Corporation	Mississippi
Chambers Development Company, Inc.	25-1214958	Corporation	Delaware
Chambers Development of Ohio, Inc.	51-0396835	Corporation	Ohio
Chambers of Georgia, Inc.	58-2397639	Corporation	Delaware
Chambers of Mississippi, Inc.	25-1628285	Corporation	Mississippi
Chemical Waste Management of Indiana, L.L.C.	36-4067587	Limited Liability Company	Delaware
Chemical Waste Management of the Northwest, Inc.	91-1089393	Corporation	Washington
Chemical Waste Management, Inc.	36-2989152	Corporation	Delaware
Chesser Island Road Landfill, Inc.	58-2364490	Corporation	Georgia

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
City Disposal Systems, Inc.	38-3407001	Corporation	Delaware
City Environmental Services, Inc. of Waters	38-3020069	Corporation	Michigan
City Environmental, Inc.	38-3407576	Corporation	Delaware
City Management Corporation	38-2056600	Corporation	Michigan
Cleburne Landfill Company Corp.	59-3069374	Corporation	Alabama
Coast Waste Management, Inc.	95-2557952	Corporation	California
Connecticut Valley Sanitary Waste Disposal, Inc.	04-2796580	Corporation	Massachusetts
Conservation Services, Inc.	84-0915035	Corporation	Colorado
Continental Waste Industries Arizona, Inc.	22-3146904	Corporation	New Jersey
Corporate Housing Initiatives II Limited Partnership	52-1854657	Limited Partnership	Delaware
Coshocton Landfill, Inc.	31-1214800	Corporation	Ohio
Cougar Landfill, Inc.	76-0211843	Corporation	Texas
Countryside Landfill, Inc.	36-2838336	Corporation	Illinois
CR Group, LLC	87-0629120	Limited Liability Company	Utah
Cuyahoga Landfill, Inc.	76-0680495	Corporation	Delaware
CWM Chemical Services, L.L.C.	36-4203347	Limited Liability Company	Delaware
Dafter Sanitary Landfill, Inc.	38-2754804	Corporation	Michigan
Dauphin Meadows, Inc.	23-2390183	Corporation	Pennsylvania
Deep Valley Landfill, Inc.	23-2886200	Corporation	Delaware
Deer Track Park Landfill, Inc.	39-1802678	Corporation	Delaware
Del Almo Landfill, L.L.C.	74-3055347	Limited Liability Company	Delaware
Delaware Recyclable Products, Inc.	51-0334417	Corporation	Delaware
Dickinson Landfill, Inc.	76-0325384	Corporation	Delaware
Disposal Service, Incorporated	55-0618479	Corporation	West Virginia
Dominium Opportunity Fund, A California Limited Partnership	95-4507794	Limited Partnership	California
Donahue/JRP Asia Pacific Ltd	NA-0000163	Corporation	Hong Kong
Downtown Diversion Inc.	80-0069661	Corporation	California
E.C. Waste, Inc.	66-0523535	Corporation	Puerto Rico
Earthmovers Landfill, L.L.C.	61-1342591	Limited Liability Company	Delaware
East Liverpool Landfill, Inc.	34-1637446	Corporation	Ohio
Eastern One Land Corporation	76-0695122	Corporation	Delaware
Eco-Vista, LLC	72-1541909	Limited Liability Company	Arkansas
eCycling Services, L.L.C.	38-3684879	Limited Liability Company	Delaware
EI Coqui Landfill Company, Inc.	66-0555785	Corporation	Puerto Rico
EI Coqui Waste Disposal, Inc.	76-0480500	Corporation	Delaware
ELDA Landfill, Inc.	76-0639272	Corporation	Delaware
Elk River Landfill, Inc.	41-1283941	Corporation	Minnesota
Envirofil of Illinois, Inc.	37-0957555	Corporation	Illinois
Evergreen Landfill, Inc.	76-0472693	Corporation	Delaware
Evergreen National Indemnity Company	UK-0000142	Corporation	Ohio
Evergreen Recycling and Disposal Facility, Inc.	76-0638587	Corporation	Delaware
Farmer's Landfill, Inc.	43-0863680	Corporation	Missouri
Feather River Disposal, Inc.	06-1479349	Corporation	California
Fernley Disposal, Inc.	94-3423947	Corporation	Nevada
G.I. Industries	87-0430285	Corporation	Utah
GA Landfills, Inc.	58-2293782	Corporation	Delaware
Gallia Landfill, Inc.	31-1509605	Corporation	Delaware
Garnet of Maryland, Inc.	52-1916417	Corporation	Maryland
Gateway Transfer Station, LLC	20-1457460	Limited Liability Company	Georgia
GCP Engineering Ltd	NA-0000164	Corporation	Hong Kong
Georgia Waste Systems, Inc.	58-1028526	Corporation	Georgia
Gestion Des Rebutis D.M.P. Inc.	NA-0000033	Corporation	Quebec

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Giordano Recycling, L.L.C.	20-2098765	Limited Liability Company	Delaware
Glades Landfill, LLC	73-1630187	Limited Liability Company	Florida
Glen's Sanitary Landfill, Inc.	38-2065407	Corporation	Michigan
Grand Central Sanitary Landfill, Inc.	23-2049337	Corporation	Pennsylvania
Grupo WMX, S.A. De C.V.	NA-0000039	Corporation	Mexico
Guadalupe Mines Mutual Water Company	77-0398278	Not For Profit Corporation	California
Guadalupe Rubbish Disposal Co., Inc.	95-2746842	Corporation	California
Guam Resource Recovery Partners, L.P.	36-4149976	Limited Partnership	Delaware
Ham Lake Haulers, Inc.	41-1704537	Corporation	Minnesota
Harris Sanitation, Inc.	59-1219741	Corporation	Florida
Harwood Landfill, Inc.	52-1637402	Corporation	Maryland
Hedco Landfill Limited	NA-0000040	Corporation	England
High Mountain Fuels LLC		Limited Liability Company	Delaware
Hillsboro Landfill Inc.	93-0760239	Corporation	Oregon
Holyoke Sanitary Landfill, Inc.	04-2481863	Corporation	Massachusetts
IN Landfills, L.L.C.	61-1342588	Limited Liability Company	Delaware
Jahner Sanitation, Inc.	45-0410330	Corporation	North Dakota
Jay County Landfill, L.L.C.	61-1342592	Limited Liability Company	Delaware
JFS (UK) Limited	NA-0000044	Corporation	England
K and W Landfill Inc.	38-2504167	Corporation	Michigan
Kahle Landfill, Inc.	43-1682575	Corporation	Missouri
Keene Road Landfill, Inc.	59-2044226	Corporation	Florida
Kelly Run Sanitation, Inc.	25-1696669	Corporation	Pennsylvania
Key Disposal Ltd.	NA-0000045	Corporation	British Colum
KeyCorp Investment Limited Partnership	34-1783428	Limited Partnership	Ohio
King George Landfill, Inc.	54-1632805	Corporation	Virginia
La Quinta Medical/Commercial Plaza, Ltd.	95-4357859	Limited Partnership	California
Lakeville Recycling, L.P.	36-3730138	Limited Partnership	Delaware
Land Reclamation Company, Inc.	36-3640284	Corporation	Delaware
Land South Holdings, LLC	20-5908782	Limited Liability Company	Delaware
Landfill of Pine Ridge, Inc.	76-0638593	Corporation	Delaware
Landfill Services of Charleston, Inc.	55-0731302	Corporation	West Virginia
Laurel Highlands Landfill, Inc.	25-1640583	Corporation	Pennsylvania
LCS Services, Inc.	55-0673745	Corporation	West Virginia
Liberty Landfill, L.L.C.	61-1342590	Limited Liability Company	Delaware
Liberty Lane West Owners' Association	36-4163829	Not For Profit Corporation	New Hampshi
Liquid Waste Management, Inc.	95-2779930	Corporation	California
Longleaf C&D Disposal Facility, Inc.	59-3598129	Corporation	Florida
Longmont Landfill, L.L.C.	36-4551803	Limited Liability Company	Delaware
Looney Bins, Inc.	95-4704325	Corporation	California
M.S.T.S. Limited Partnership	36-3790528	Limited Partnership	Illinois
M.S.T.S., Inc.	36-3542321	Corporation	Delaware
Mahoning Landfill, Inc.	34-1047662	Corporation	Ohio
Mass Gravel Inc.	04-3117495	Corporation	Massachusetts
Mc Ginnes Industrial Maintenance Corporation	74-1532790	Corporation	Texas
McDaniel Landfill, Inc.	45-0399545	Corporation	North Dakota
McGill Landfill, Inc.	38-3076718	Corporation	Michigan
Meadowfill Landfill, Inc.	31-1509701	Corporation	Delaware
Michigan Environs, Inc.	38-2434760	Corporation	Michigan
Midwest One Land Corporation	20-0606093	Corporation	Delaware
Minneapolis Refuse, Incorporated	41-0972178	Corporation	Minnesota
Modern-Mallard Energy, LLC	57-1161216	Limited Liability Company	Delaware

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Modesto Garbage Co., Inc.	94-1643145	Corporation	California
Moor Refuse, Inc.	33-0622768	Corporation	California
Mountain Indemnity Insurance Company	03-0328445	Corporation	Vermont
Mountain Indemnity International Limited	NA-0000053	Corporation	Ireland
Mountainview Landfill, Inc. (MD)	25-1538716	Corporation	Maryland
Mountainview Landfill, Inc. (UT)	76-0548746	Corporation	Utah
Nassau Landfill, L.L.C.	37-1487482	Limited Liability Company	Delaware
National Guaranty Insurance Company of Vermont	36-3643755	Corporation	Vermont
New England CR L.L.C.	04-3735642	Limited Liability Company	Delaware
New Milford Landfill, L.L.C.	76-0641312	Limited Liability Company	Delaware
New Orleans Landfill, L.L.C.	38-3699690	Limited Liability Company	Delaware
NH/VT Energy Recovery Corporation	02-0390004	Corporation	New Hampshi
North Manatee Recycling and Disposal Facility, L.L.C.	26-0283104	Limited Liability Company	Florida
Northwestern Landfill, Inc.	52-2023458	Corporation	Delaware
Nu-Way Live Oak Reclamation, Inc.	68-0236308	Corporation	Delaware
Oakridge Landfill, Inc.	25-1547187	Corporation	South Carolin.
Oakwood Landfill, Inc.	57-0974474	Corporation	South Carolin.
Okeechobee Landfill, Inc.	25-1628636	Corporation	Florida
Ozark Ridge Landfill, Inc.	71-0692520	Corporation	Arkansas
P & R Environmental Industries, L.L.C.	04-3735653	Limited Liability Company	North Carolin.
Pacific Waste Management L.L.C.	98-0227312	Limited Liability Company	Delaware
Palmetto Seed Capital Fund	57-0889130	Trust	South Carolin.
Palo Alto Sanitation Company	94-1075868	Corporation	California
Paper Recycling International, L.P.	36-3735699	Limited Partnership	Delaware
Pappy, Inc.	52-1561430	Corporation	Maryland
Peltz H.C., LLC	UK-0000100	Limited Liability Company	Wisconsin
Pen-Rob, Inc.	86-0504613	Corporation	Arizona
Penuelas Valley Landfill, Inc.	66-0560251	Corporation	Puerto Rico
People's Landfill, Inc.	38-3406998	Corporation	Delaware
Peterson Demolition, Inc.	41-1625867	Corporation	Minnesota
Phoenix Resources, Inc.	23-2483102	Corporation	Pennsylvania
Pine Grove Landfill, Inc. (DE)	31-1509609	Corporation	Delaware
Pine Grove Landfill, Inc. (PA)	23-2388139	Corporation	Pennsylvania
Pine Tree Acres, Inc.	38-2544258	Corporation	Michigan
Plantation Oaks Landfill, Inc.	76-0638592	Corporation	Delaware
PPP Corporation	23-2146479	Corporation	Delaware
Prairie Bluff Landfill, Inc.	76-0638590	Corporation	Delaware
ProCentury Corporation	UK-0000026	Corporation	Ohio
Pulaski Grading, L.L.C.	76-0638043	Limited Liability Company	Delaware
Pullman-Hoffman, Inc.	34-0824706	Corporation	Ohio
Quail Hollow Landfill, Inc.	62-1727567	Corporation	Delaware
Questquill Limited	98-0221631	Corporation	United Kingdc
R & B Landfill, Inc.	25-1754371	Corporation	Georgia
RAA Colorado, L.L.C.	20-2587942	Limited Liability Company	Colorado
RAA Trucking, LLC	39-2040612	Limited Liability Company	Wisconsin
RCI Hudson, Inc.	04-3044820	Corporation	Massachusett
RE-CY-CO, Inc.	41-0992714	Corporation	Minnesota
Recycle America Co., L.L.C.	04-3735636	Limited Liability Company	Delaware
Recycle America Holdings, Inc.	72-1541913	Corporation	Delaware
Redwood Landfill, Inc.	94-1443150	Corporation	Delaware
Refuse Services, Inc.	59-1098850	Corporation	Florida
Refuse, Inc.	88-0094235	Corporation	Nevada

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
REI Holdings Inc.	36-4124520	Corporation	Delaware
Reliable Landfill, L.L.C.	73-1654400	Limited Liability Company	Delaware
Remote Landfill Services, Inc.	62-1421307	Corporation	Tennessee
Reno Disposal Co.	88-0087833	Corporation	Nevada
Resco Holdings L.L.C.	20-0584193	Limited Liability Company	Delaware
Resource Control Composting, Inc.	04-3044833	Corporation	Massachusetts
Resource Control, Inc.	04-2655361	Corporation	Massachusetts
Richland County Landfill, Inc.	58-1708996	Corporation	South Carolina
Riegel Ridge, LLC	56-2124210	Limited Liability Company	North Carolina
Riverbend Landfill Co.	93-0724866	Corporation	Oregon
Rolling Meadows Landfill, Inc.	76-0325383	Corporation	Delaware
RRT Design & Construction Corp.	16-1353118	Corporation	Delaware
RRT Empire of Monroe County, Inc.	16-1409567	Corporation	New York
RTS Landfill, Inc.	58-1924102	Corporation	Delaware
Rust Engineering & Construction Inc.	63-1081016	Corporation	Delaware
Rust Engineering (Thailand) Ltd	NA-0000162	Corporation	Thailand
Rust International Inc.	63-1081055	Corporation	Delaware
S & J Landfill Limited Partnership	76-0404581	Limited Partnership	Texas
S & S Grading, Inc.	58-1858013	Corporation	West Virginia
S. V. Farming Corp.	22-2976860	Corporation	New Jersey
Sanifill de Mexico (US), Inc.	76-0419331	Corporation	Delaware
Sanifill de Mexico, S.A. de C.V.	NA-0000070	Corporation	Mexico
Sanifill Power Corporation	76-0496422	Corporation	Delaware
SC Holdings, Inc.	36-2898300	Corporation	Pennsylvania
Serubam Servicos Urbanos E Ambientais Ltda	NA-0000077	Corporation	Brazil
SES Bridgeport L.L.C.	36-4057298	Limited Liability Company	Delaware
Shade Landfill, Inc.	23-2886198	Corporation	Delaware
Sierra Estrella Landfill, Inc.	86-0717293	Corporation	Arizona
Southern Alleghenies Landfill, Inc.	25-1249160	Corporation	Pennsylvania
Southern One Land Corporation	72-1534481	Corporation	Delaware
Southern Plains Landfill, Inc.	73-1384828	Corporation	Oklahoma
Southern Waste Services, L.L.C.	61-1342585	Limited Liability Company	Delaware
Spruce Ridge, Inc.	41-1591957	Corporation	Minnesota
Stony Hollow Landfill, Inc.	76-0638597	Corporation	Delaware
Storey County Sanitation, Inc.	88-0264671	Corporation	Nevada
Suburban Landfill, Inc.	76-0638596	Corporation	Delaware
Texarkana Landfill, L.L.C.	30-0239245	Limited Liability Company	Delaware
Texas Pack Rat - Austin #1 LLC	20-3668884	Limited Liability Company	Texas
Texas Pack Rat - Dallas #1 LLC	26-2054900	Limited Liability Company	Texas
Texas Pack Rat - Houston #1 LLC	20-4572488	Limited Liability Company	Texas
Texas Pack Rat - Houston #2 LLC	20-5227255	Limited Liability Company	Texas
Texas Pack Rat - Houston #3 LLC	20-5227324	Limited Liability Company	Texas
Texas Pack Rat - San Antonio #1 LLC	20-4572603	Limited Liability Company	Texas
Texas Pack Rat Service Company LLC		Limited Liability Company	Texas
The Peltz Group, LLC	05-0545181	Limited Liability Company	Wisconsin
The Waste Management Charitable Foundation	04-3073733	Not For Profit Corporation	Delaware
The Woodlands of Van Buren, Inc.	36-3791221	Corporation	Delaware
TNT Sands, Inc.	57-0937314	Corporation	South Carolina
Trail Ridge Landfill, Inc.	36-3667296	Corporation	Delaware
Transamerican Waste Central Landfill, Inc.	76-0463386	Corporation	Delaware
Trash Hunters, Inc.	64-0852590	Corporation	Mississippi
Tri-County Sanitary Landfill, L.L.C.	20-0937658	Limited Liability Company	Delaware

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
TX Newco, L.L.C.	61-1468715	Limited Liability Company	Delaware
United Waste Systems Leasing, Inc.	38-3324143	Corporation	Michigan
United Waste Systems of Gardner, Inc.	04-3320949	Corporation	Massachusetts
USA South Hills Landfill, Inc.	25-1139448	Corporation	Pennsylvania
USA Valley Facility, Inc.	23-2886199	Corporation	Delaware
USA Waste Geneva Landfill, Inc.	34-1802751	Corporation	Delaware
USA Waste Landfill Operations and Transfer, Inc.	76-0435557	Corporation	Texas
USA Waste of California, Inc.	68-0306154	Corporation	Delaware
USA Waste of Pennsylvania, LLC	74-2921886	Limited Liability Company	Delaware
USA Waste of Texas Landfills, Inc.	76-0322548	Corporation	Delaware
USA Waste of Virginia Landfills, Inc.	58-1932248	Corporation	Delaware
USA Waste Services of Nevada, Inc.	76-0656629	Corporation	Nevada
USA Waste Services of NYC, Inc.	11-3301808	Corporation	Delaware
USA Waste-Management Resources, LLC	13-3853086	Limited Liability Company	New York
USA-Crinc, L.L.C.	04-3735654	Limited Liability Company	Delaware
UWS Barre, Inc.	04-3320948	Corporation	Massachusetts
Valley Garbage and Rubbish Company, Inc.	95-2090787	Corporation	California
Vern's Refuse Service, Inc.	45-0435644	Corporation	North Dakota
VFB, LLC	22-3842831	Limited Liability Company	New Jersey
VHG, Inc.	UK-0000023	Corporation	Minnesota
Vickery Environmental, Inc.	31-1153176	Corporation	Ohio
Vista Landfill, LLC	59-3652174	Limited Liability Company	Florida
Voyageur Disposal Processing, Inc.	41-1734827	Corporation	Minnesota
Warner Company	51-0281233	Corporation	Delaware
Warner Hill Development Company	34-1043478	Corporation	Ohio
Waste Away Group, Inc.	63-0898842	Corporation	Alabama
Waste Management Arizona Landfills, Inc.	86-0683003	Corporation	Delaware
Waste Management Buckeye, L.L.C.	26-0076809	Limited Liability Company	Delaware
Waste Management Collection and Recycling, Inc.	95-2621587	Corporation	California
Waste Management Disposal Services of Colorado, Inc.	84-1004487	Corporation	Colorado
Waste Management Disposal Services of Maine, Inc.	01-0392888	Corporation	Maine
Waste Management Disposal Services of Maryland, Inc.	36-2898301	Corporation	Maryland
Waste Management Disposal Services of Massachusetts, Inc.	04-2320990	Corporation	Massachusetts
Waste Management Disposal Services of Oregon, Inc.	36-3548405	Corporation	Delaware
Waste Management Disposal Services of Pennsylvania, Inc.	23-1655318	Corporation	Pennsylvania
Waste Management Disposal Services of Virginia, Inc.	36-3791008	Corporation	Delaware
Waste Management Financing Corporation	36-4200855	Corporation	Delaware
Waste Management Holdings, Inc.	36-2660763	Corporation	Delaware
Waste Management Inc. of Florida	59-1094518	Corporation	Florida
Waste Management Indycoke, L.L.C.	81-0640497	Limited Liability Company	Delaware
Waste Management International B.V.	NA-0000096	Limited Liability Company	Netherlands
Waste Management International plc	NA-0000097	Limited Partnership	United Kingdc
Waste Management International Services Limited	98-0336025	Corporation	United Kingdc
Waste Management International, Inc.	36-3255004	Corporation	Delaware
Waste Management International, Ltd.	NA-0000099	Limited Liability Company	Bermuda
Waste Management Municipal Services of California, Inc.	77-0151385	Corporation	California
Waste Management National Services, Inc.	76-0686861	Corporation	Delaware
Waste Management New England Environmental Transport, Inc.	04-3509618	Corporation	Delaware
Waste Management of Alameda County, Inc.	94-0727420	Corporation	California
Waste Management of Alaska, Inc.	91-1879241	Corporation	Delaware
Waste Management of Arizona, Inc.	86-0198265	Corporation	California
Waste Management of Arkansas, Inc.	04-2814811	Corporation	Delaware

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Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Waste Management of California, Inc.	95-1735737	Corporation	California
Waste Management of Canada Corporation	NA-0000021	Corporation	Ontario
Waste Management of Canada Corporation	NA-0000021	Corporation	Nova Scotia
Waste Management of Carolinas, Inc.	56-0731307	Corporation	North Carolina
Waste Management of Colorado, Inc.	84-0523684	Corporation	Colorado
Waste Management of Connecticut, Inc.	06-1485581	Corporation	Delaware
Waste Management of Delaware, Inc.	51-0094505	Corporation	Delaware
Waste Management of Five Oaks Recycling and Disposal Facility, I	37-1035820	Corporation	Delaware
Waste Management of Georgia, Inc.	36-3319564	Corporation	Georgia
Waste Management of Hawaii, Inc.	76-0638599	Corporation	Delaware
Waste Management of Idaho, Inc.	82-0364976	Corporation	Idaho
Waste Management of Illinois, Inc.	36-2660859	Corporation	Delaware
Waste Management of Indiana Holdings One, Inc.	36-4039079	Corporation	Delaware
Waste Management of Indiana Holdings Two, Inc.	36-4059574	Corporation	Delaware
Waste Management of Indiana, L.L.C.	36-4071447	Limited Liability Company	Delaware
Waste Management of Iowa, Inc.	42-0824220	Corporation	Iowa
Waste Management of Kansas, Inc.	48-0634806	Corporation	Kansas
Waste Management of Kentucky Holdings, Inc.	36-4059575	Corporation	Delaware
Waste Management of Kentucky, L.L.C.	36-4035849	Limited Liability Company	Delaware
Waste Management of Leon County, Inc.	36-3319565	Corporation	Florida
Waste Management of Londonderry, Inc.	20-5657050	Corporation	Delaware
Waste Management of Louisiana Holdings One, Inc.	36-4142119	Corporation	Delaware
Waste Management of Louisiana, L.L.C.	36-4119910	Limited Liability Company	Delaware
Waste Management of Maine, Inc.	01-0267739	Corporation	Maine
Waste Management of Maryland, Inc.	52-0250430	Corporation	Maryland
Waste Management of Massachusetts, Inc.	04-2535063	Corporation	Massachusetts
Waste Management of Metro Atlanta, Inc.	58-1937966	Corporation	Georgia
Waste Management of Michigan, Inc.	38-1214786	Corporation	Michigan
Waste Management of Minnesota, Inc.	36-2698820	Corporation	Minnesota
Waste Management of Mississippi, Inc.	36-3005295	Corporation	Mississippi
Waste Management of Missouri, Inc.	43-0992367	Corporation	Delaware
Waste Management of Montana, Inc.	36-3564773	Corporation	Delaware
Waste Management of Nebraska, Inc.	36-3469702	Corporation	Delaware
Waste Management of Nevada, Inc.	88-0394159	Corporation	Nevada
Waste Management of New Hampshire, Inc.	04-2482447	Corporation	Connecticut
Waste Management of New Jersey, Inc.	36-3700143	Corporation	Delaware
Waste Management of New Mexico, Inc.	85-0229020	Corporation	New Mexico
Waste Management of New York, L.L.C.	36-4206797	Limited Liability Company	Delaware
Waste Management of North Dakota, Inc.	36-3798294	Corporation	Delaware
Waste Management of Ohio, Inc.	25-1673264	Corporation	Ohio
Waste Management of Oklahoma, Inc.	73-0685975	Corporation	Oklahoma
Waste Management of Oregon, Inc.	93-0612655	Corporation	Oregon
Waste Management of Pennsylvania Gas Recovery, L.L.C.	20-2926331	Limited Liability Company	Delaware
Waste Management of Pennsylvania, Inc.	25-1232336	Corporation	Pennsylvania
Waste Management of Plainfield, L.L.C.	76-0722971	Limited Liability Company	Delaware
Waste Management of Rhode Island, Inc.	36-3668109	Corporation	Delaware
Waste Management of South Carolina, Inc.	36-2935124	Corporation	South Carolina
Waste Management of South Dakota, Inc.	46-0348394	Corporation	South Dakota
Waste Management of Texas Holdings, Inc.	43-1976001	Corporation	Delaware
Waste Management of Texas, Inc.	75-1223528	Corporation	Texas
Waste Management of Tunica Landfill, Inc.	64-0869334	Corporation	Mississippi
Waste Management of Utah, Inc.	87-0302156	Corporation	Utah

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Waste Management of Virginia, Inc.	25-1578667	Corporation	Virginia
Waste Management of Washington, Inc.	36-3846342	Corporation	Delaware
Waste Management of West Virginia, Inc.	36-3553198	Corporation	Delaware
Waste Management of Wisconsin, Inc.	39-0967466	Corporation	Wisconsin
Waste Management of Wyoming, Inc.	36-3828554	Corporation	Delaware
Waste Management Partners, Inc.	36-3220911	Corporation	Delaware
Waste Management Plastic Products, Inc.	36-3761543	Corporation	Delaware
Waste Management Recycle Asia, L.L.C.	39-1977904	Limited Liability Company	Ohio
Waste Management Recycling and Disposal Services of California,	95-2370376	Corporation	California
Waste Management Recycling of New Jersey, L.L.C.	04-3735640	Limited Liability Company	Delaware
Waste Management Security, L.L.C.	43-1970495	Limited Liability Company	Delaware
Waste Management Service Center, Inc.	20-4017651	Corporation	Delaware
Waste Management South America B.V.	NA-0000102	Limited Liability Company	Netherlands
Waste Management Technology Center, Inc.	36-3519386	Corporation	Delaware
Waste Management Thailand B.V.	98-0204718	Limited Liability Company	Netherlands
Waste Management, Inc.	73-1309529	Corporation	Delaware
Waste Management, Inc. of Tennessee	36-2935128	Corporation	Tennessee
Waste Resources of Tennessee, Inc.	54-0838353	Corporation	Tennessee
Waste Services of Kentucky, L.L.C.	94-3429202	Limited Liability Company	Delaware
Waste to Energy Holdings, Inc.	76-0652923	Corporation	Delaware
Waste to Energy I, LLC	02-0519035	Limited Liability Company	Delaware
Waste to Energy II, LLC	02-0519036	Limited Liability Company	Delaware
Wastech Inc.	93-0936732	Corporation	Nevada
WESI Baltimore Inc.	02-0357495	Corporation	Delaware
WESI Capital Inc.	36-3861933	Corporation	Delaware
WESI Peekskill Inc.	02-0363274	Corporation	Delaware
WESI Westchester Inc.	02-0360305	Corporation	Delaware
Westchester Resco Associates, L.P.	02-0367753	Limited Partnership	Delaware
Western One Land Corporation	76-0688224	Corporation	Delaware
Western Waste Industries	95-1946054	Corporation	California
Western Waste of Texas, L.L.C.	30-0239250	Limited Liability Company	Delaware
Wheelabrator Baltimore L.L.C.	36-4057301	Limited Liability Company	Delaware
Wheelabrator Baltimore, L.P.	36-4057307	Limited Partnership	Maryland
Wheelabrator Bridgeport, L.P.	36-4057309	Limited Partnership	Delaware
Wheelabrator Cedar Creek Inc.	02-0443870	Corporation	Delaware
Wheelabrator Chambers Inc.	26-3194113	Corporation	Delaware
Wheelabrator Claremont Company, L.P.	02-0390003	Limited Partnership	Delaware
Wheelabrator Claremont Inc.	20-4284300	Corporation	Delaware
Wheelabrator Concord Company, L.P.	02-0394017	Limited Partnership	Delaware
Wheelabrator Concord Inc.	02-0393450	Corporation	Delaware
Wheelabrator Connecticut Inc.	36-3908786	Corporation	Delaware
Wheelabrator Culm Services Inc.	02-0442574	Corporation	Delaware
Wheelabrator Environmental Systems Inc.	02-0412779	Corporation	Delaware
Wheelabrator Falls Inc.	04-3024782	Corporation	Delaware
Wheelabrator Frackville Energy Company Inc.	02-0393452	Corporation	Delaware
Wheelabrator Frackville Properties Inc.	04-3100742	Corporation	Delaware
Wheelabrator Fuel Services Inc.	02-0442576	Corporation	Delaware
Wheelabrator Gloucester Company, L.P.	02-0396724	Limited Partnership	New Jersey
Wheelabrator Gloucester Inc.	02-0391601	Corporation	Delaware
Wheelabrator Guam Inc.	36-3926262	Corporation	Delaware
Wheelabrator Hudson Energy Company Inc.	04-3048379	Corporation	Delaware
Wheelabrator Hudson Falls L.L.C.	72-1541910	Limited Liability Company	Delaware

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Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Wheelabrator Lassen Inc.	36-3926261	Corporation	Delaware
Wheelabrator Lisbon Inc.	61-1167063	Corporation	Delaware
Wheelabrator Martell Inc.	36-4051558	Corporation	Delaware
Wheelabrator McKay Bay Inc.	36-3240315	Corporation	Florida
Wheelabrator Millbury Inc.	02-0412788	Corporation	Delaware
Wheelabrator New Hampshire Inc.	02-0390002	Corporation	Delaware
Wheelabrator New Jersey Inc.	02-0391598	Corporation	Delaware
Wheelabrator NHC Inc.	02-0393448	Corporation	Delaware
Wheelabrator North Andover Inc.	36-3062971	Corporation	Delaware
Wheelabrator North Broward Inc.	04-3030218	Corporation	Delaware
Wheelabrator Norwalk Energy Company Inc.	02-0395269	Corporation	Delaware
Wheelabrator Penacook Inc.	02-0393449	Corporation	Delaware
Wheelabrator Pinellas Inc.	36-3110153	Corporation	Delaware
Wheelabrator Putnam Inc.	36-3908789	Corporation	Delaware
Wheelabrator Ridge Energy Inc.	36-3820153	Corporation	Delaware
Wheelabrator Saugus Inc.	13-2740971	Corporation	Delaware
Wheelabrator Saugus, J.V.	04-2530905	Joint Venture	Massachusetts
Wheelabrator Shasta Energy Company Inc.	02-0395274	Corporation	Delaware
Wheelabrator Sherman Energy Company, G.P.	02-0390349	General Partnership	Maine
Wheelabrator Sherman Station L.L.C.	76-0743287	Limited Liability Company	Delaware
Wheelabrator Sherman Station One Inc.	02-0390312	Corporation	Delaware
Wheelabrator South Broward Inc.	02-0410154	Corporation	Delaware
Wheelabrator Spokane Inc.	02-0416522	Corporation	Delaware
Wheelabrator Technologies Inc.	22-2678047	Corporation	Delaware
Wheelabrator Technologies International Inc.	36-3965264	Corporation	Delaware
Wheelabrator Westchester, L.P.	02-0367751	Limited Partnership	Delaware
White Lake Landfill, Inc.	38-1889893	Corporation	Michigan
Williams Landfill, L.L.C.	61-1342579	Limited Liability Company	Delaware
Willow Oak Landfill, LLC	20-1457518	Limited Liability Company	Georgia
WM Arizona Operations, L.L.C.	32-0112690	Limited Liability Company	Delaware
WM Emergency Employee Support Fund, Inc.	11-3758170	Not For Profit Corporation	Delaware
WM Energy Solutions, Inc.	76-0695139	Corporation	Delaware
WM Green Squad, LLC	26-1694369	Limited Liability Company	Delaware
WM GTL, Inc.	26-0294424	Corporation	Delaware
WM GTL, LLC	26-0294528	Limited Liability Company	Delaware
WM Healthcare Solutions, Inc.	20-3483524	Corporation	Delaware
WM Illinois Renewable Energy, L.L.C.	45-0512000	Limited Liability Company	Delaware
WM International Holdings, Inc.	76-0607203	Corporation	Delaware
WM International Services (UK) Limited	NA-0000098	Corporation	England
WM LampTracker Holdings, Inc.	26-2669572	Corporation	Delaware
WM LampTracker, Inc.	26-0176250	Corporation	Delaware
WM Landfills of Ohio, Inc.	31-1509696	Corporation	Delaware
WM Landfills of Tennessee, Inc.	62-1462526	Corporation	Delaware
WM Leasing of Arizona, L.L.C.	20-4017719	Limited Liability Company	Delaware
WM Leasing of Texas, L.P.	20-4017724	Limited Partnership	Delaware
WM LNG, Inc.	26-2294125	Corporation	Delaware
WM Middle Tennessee Environmental Center, L.L.C.	26-1946982	Limited Liability Company	Delaware
WM Mobile Bay Environmental Center, Inc.	76-0638602	Corporation	Delaware
WM of Texas, L.L.C.	26-0428868	Limited Liability Company	Delaware
WM Organic Growth, Inc.	20-4677155	Corporation	Delaware
WM Pack-Rat of California, LLC	26-0380883	Limited Liability Company	Delaware
WM Pack-Rat of Illinois, LLC	26-0524082	Limited Liability Company	Delaware

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
WM Pack-Rat of Kentucky, LLC	26-2289448	Limited Liability Company	Delaware
WM Pack-Rat of Maryland, LLC	26-1411856	Limited Liability Company	Delaware
WM Pack-Rat of Massachusetts, LLC	26-1411946	Limited Liability Company	Delaware
WM Pack-Rat of Michigan, LLC	26-2289484	Limited Liability Company	Delaware
WM Pack-Rat of Ohio, LLC	26-2289407	Limited Liability Company	Delaware
WM Pack-Rat of Rhode Island, LLC	26-1855760	Limited Liability Company	Delaware
WM Pack-Rat, LLC	26-0285281	Limited Liability Company	Delaware
WM Partnership Holdings, Inc.	36-3974344	Corporation	Delaware
WM Quebec Inc.	NA-0000041	Corporation	Canada
WM RA Canada Inc.	NA-0000172	Corporation	Ontario
WM Recycle America, L.L.C.	72-1541911	Limited Liability Company	Delaware
WM Recycle Europe, L.L.C.	20-0570245	Limited Liability Company	Delaware
WM Renewable Energy, L.L.C.	45-0511978	Limited Liability Company	Delaware
WM Resource Recovery & Recycling Center, Inc.	26-2289538	Corporation	Delaware
WM Resources, Inc.	25-1536159	Corporation	Pennsylvania
WM Safety Services, L.L.C.	20-3887188	Limited Liability Company	Delaware
WM Security Services, Inc.	20-3714754	Corporation	Delaware
WM Services SA	NA-0000108	Corporation	Argentina
WM Storage, Inc.	26-0285202	Corporation	Delaware
WM Texas Pack Rat, LLC	26-1442144	Limited Liability Company	Delaware
WM Trash Monitor Plus, L.L.C.	26-1436776	Limited Liability Company	Delaware
WM Universal Waste LampTracker 1, Inc.	26-2669639	Corporation	Delaware
WM Universal Waste LampTracker 2, Inc.	26-2748613	Corporation	Delaware
WMI Medical Services of Indiana, Inc.	35-1724992	Corporation	Indiana
WMI Mexico Holdings, Inc.	36-3912290	Corporation	Delaware
WMNA Container Recycling, L.L.C.	04-3735649	Limited Liability Company	Delaware
WMSALSA, Inc.	20-2580150	Not For Profit Corporation	Texas
WMST Illinois, L.L.C.	94-3423874	Limited Liability Company	Illinois
WTI Air Pollution Control Inc.	36-4110833	Corporation	Delaware
WTI Financial L.L.C.	20-0584237	Limited Liability Company	Delaware
WTI International Holdings Inc.	36-3908839	Corporation	Delaware
WTI Rust Holdings Inc.	02-0351425	Corporation	Delaware



**CHUBB GROUP OF INSURANCE COMPANIES
A DIVISION OF FEDERAL INSURANCE COMPANY**

1330 Post Oak Boulevard, Suite 2400, Houston, Texas 77056-3031
Phone: (713) 297-4600 / Facsimile: (713) 297-4665

EXTENSION CERTIFICATE

To Be Filed With The Obligee

To be attached to and form a part of Bond No. 8113-20-00

Executed by Federal Insurance Company as Surety

Principal: **Waste Management of Washington, Inc.**

Obligee: **City of Bothell**
Description: **Comprehensive Garbage, Recyclables and Yard Debris Collection Contract**

In the Sum of: **One Million Five Hundred Seventy One Thousand Three Hundred Fifty Five and NO/100-----(\$1,571,355.00)**

Bond Dated: **10/25/00**

Said Principal and said Surety hereby agree that the term of said bond is extended from January 1, 2009 to December 31, 2009 subject to all other provisions, conditions and limitations of said bond upon the express condition that the Surety's liability during the original term of said bond and during any extended term shall not be cumulative and shall in no event exceed the sum of \$1,571,355.00.

In witness whereof, the said Principal and said Surety have signed this certificate this 22nd day of October, 2008.

Waste Management of Washington, Inc.

Principal

By: Richard Covington
Richard Covington, Attorney-in-fact

Federal Insurance Company

Surety

By: Mary Ann Garcia
Mary Ann Garcia, Attorney-in-Fact



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Marc W. Boots, Richard Covington, Joy Durham, Mary Ann Garcia, Stephanie Gunderson, Misty Koslosky, Vickie Lacy, Heather Noles, P. T. Osburn, Stephen R. Smith and Maria D. Zuniga of Houston, Texas-----

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **15th** day of **May, 2008**.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this **15th** day of **May, 2008** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE KALBACHER
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 8, 2009**


Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- In- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this

22nd Day of October, 2008




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that each of the entities listed on Exhibit A attached hereto (individually, the "Corporation"), has constituted and appointed and does hereby constitute and appoint Marc W. Boots, Richard Covington, Mark W. Edwards II, Mary Ann Garcia, Vickie Lacy, P.T. Osburn, Stephen R. Smith and Maria D. Zuniga of McGriff, Seibels & Williams of Texas, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

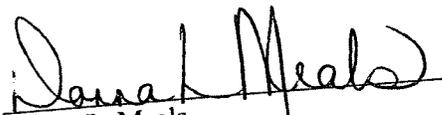
1. Surety bonds to the United States of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of contractors in connection with bids, proposals or contracts.

The foregoing powers granted by the Corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its Vice President, Finance and Treasurer, and its corporate seal to be hereto affixed this 22nd day of October, 2008.

Witness:


Donna L. Meals
Director, Financial Assurance

Waste Management, Inc.


Cherie C. Rice
Vice President, Finance and Treasurer

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
1329409 Ontario Inc.	NA-0000001	Corporation	Ontario
2M Investments, L.L.C.	87-0681820	Limited Liability Company	Utah
3368084 Canada Inc.	NA-0000003	Corporation	Canada
635952 Ontario Inc.	NA-0000005	Corporation	Ontario
Acaverde S.A. de C.V.	NA-0000010	Corporation	Mexico
Acaverde Servicios, S.A. de C.V.	NA-0000011	Corporation	Mexico
Advanced Environmental Technical Services, L.L.C.	36-4016575	Limited Liability Company	Delaware
Akron Regional Landfill, Inc.	31-1595650	Corporation	Delaware
Alabama Waste Disposal Solutions, L.L.C.	76-0641853	Limited Liability Company	Alabama
Alliance Sanitary Landfill, Inc.	23-2383025	Corporation	Pennsylvania
Alpharetta Transfer Station, LLC	20-1457486	Limited Liability Company	Georgia
American Landfill, Inc.	34-1355783	Corporation	Ohio
American RRT Fiber Supply, L.P.	23-2790769	Limited Partnership	Pennsylvania
Anderson Landfill, Inc.	76-0590137	Corporation	Delaware
Antelope Valley Recycling and Disposal Facility, Inc.	95-3344381	Corporation	California
Arden Landfill, Inc.	25-1249512	Corporation	Pennsylvania
Atlantic Waste Disposal, Inc.	36-3852536	Corporation	Delaware
Automated Salvage Transport Co., L.L.C.	04-3735644	Limited Liability Company	Delaware
Auxiwaste Services SA	NA-0000013	Corporation	France
Avalon Southwest, Inc.	26-2817237	Corporation	Delaware
Azusa Land Reclamation, Inc.	95-2908438	Corporation	California
B&B Landfill, Inc.	20-1469925	Corporation	Delaware
Barre Landfill Gas Associates, L.P.	06-1438474	Limited Partnership	Delaware
Beecher Development Company	36-3381285	Joint Venture	Illinois
Bestan Inc.	NA-0000017	Corporation	Quebec
Big Dipper Enterprises, Inc.	45-0325454	Corporation	North Dakota
Bluegrass Containment, L.L.C.	76-0641298	Limited Liability Company	Delaware
Brazoria County Recycling Center, Inc.	76-0160311	Corporation	Texas
Burnsville Sanitary Landfill, Inc.	41-1882463	Corporation	Minnesota
C&C Disposal, LLC	20-1289317	Limited Liability Company	Georgia
C.I.D. Landfill, Inc.	16-1091396	Corporation	New York
CA Newco, L.L.C.	35-2228276	Limited Liability Company	Delaware
Cal Sierra Disposal	94-2349727	Corporation	California
California Asbestos Monofill, Inc.	68-0232434	Corporation	California
Canadian Waste Services Holdings Inc.	NA-0000020	Corporation	Ontario
CAP/CRA, L.L.C.	52-2137376	Limited Liability Company	Illinois
Capital Sanitation Company	88-0121888	Corporation	Nevada
Capitol Disposal, Inc.	76-0638591	Corporation	Alaska
Carolina Grading, Inc.	57-0923608	Corporation	South Carolin.
Cedar Ridge Landfill, Inc.	62-1727570	Corporation	Delaware
Central Disposal Systems, Inc.	42-0995450	Corporation	Iowa
Central Missouri Landfill, Inc.	43-1397423	Corporation	Missouri
Chadwick Road Landfill, Inc.	58-1798581	Corporation	Georgia
Chambers Clearview Environmental Landfill, Inc.	25-1652556	Corporation	Mississippi
Chambers Development Company, Inc.	25-1214958	Corporation	Delaware
Chambers Development of Ohio, Inc.	51-0396835	Corporation	Ohio
Chambers of Georgia, Inc.	58-2397639	Corporation	Delaware
Chambers of Mississippi, Inc.	25-1628285	Corporation	Mississippi
Chemical Waste Management of Indiana, L.L.C.	36-4067587	Limited Liability Company	Delaware
Chemical Waste Management of the Northwest, Inc.	91-1089393	Corporation	Washington
Chemical Waste Management, Inc.	36-2989152	Corporation	Delaware
Chesser Island Road Landfill, Inc.	58-2364490	Corporation	Georgia

Affiliate Entity Report

Name	Federal ID No.	Entity Type	State of Incorporation
			Delaware
City Disposal Systems, Inc.	38-3407001	Corporation	Michigan
City Environmental Services, Inc. of Waters	38-3020069	Corporation	Delaware
City Environmental, Inc.	38-3407576	Corporation	Michigan
City Management Corporation	38-2056600	Corporation	Alabama
Cleburne Landfill Company Corp.	59-3069374	Corporation	California
Coast Waste Management, Inc.	95-2557952	Corporation	Massachusetts
Connecticut Valley Sanitary Waste Disposal, Inc.	04-2796580	Corporation	Colorado
Conservation Services, Inc.	84-0915035	Corporation	New Jersey
Continental Waste Industries Arizona, Inc.	22-3146904	Corporation	Delaware
Corporate Housing Initiatives II Limited Partnership	52-1854657	Limited Partnership	Ohio
Coshocton Landfill, Inc.	31-1214800	Corporation	Texas
Cougar Landfill, Inc.	76-0211843	Corporation	Illinois
Countryside Landfill, Inc.	36-2838336	Corporation	Utah
CR Group, LLC	87-0629120	Limited Liability Company	Delaware
Cuyahoga Landfill, Inc.	76-0680495	Corporation	Delaware
CWM Chemical Services, L.L.C.	36-4203347	Limited Liability Company	Delaware
Dafter Sanitary Landfill, Inc.	38-2754804	Corporation	Michigan
Dauphin Meadows, Inc.	23-2390183	Corporation	Pennsylvania
Deep Valley Landfill, Inc.	23-2886200	Corporation	Delaware
Deer Track Park Landfill, Inc.	39-1802678	Corporation	Delaware
Del Almo Landfill, L.L.C.	74-3055347	Limited Liability Company	Delaware
Delaware Recyclable Products, Inc.	51-0334417	Corporation	Delaware
Dickinson Landfill, Inc.	76-0325384	Corporation	Delaware
Disposal Service, Incorporated	55-0618479	Corporation	West Virginia
Dominium Opportunity Fund, A California Limited Partnership	95-4507794	Limited Partnership	California
Donahue/JRP Asia Pacific Ltd	NA-0000163	Corporation	Hong Kong
Downtown Diversion Inc.	80-0069661	Corporation	California
E.C. Waste, Inc.	66-0523535	Corporation	Puerto Rico
Earthmovers Landfill, L.L.C.	61-1342591	Limited Liability Company	Delaware
East Liverpool Landfill, Inc.	61-1342591	Corporation	Ohio
Eastern One Land Corporation	34-1637446	Corporation	Delaware
Eco-Vista, LLC	76-0695122	Limited Liability Company	Arkansas
eCycling Services, L.L.C.	72-1541909	Limited Liability Company	Delaware
El Coqui Landfill Company, Inc.	38-3684879	Limited Liability Company	Delaware
El Coqui Waste Disposal, Inc.	66-0555785	Corporation	Puerto Rico
ELDA Landfill, Inc.	66-0555785	Corporation	Delaware
Elk River Landfill, Inc.	76-0480500	Corporation	Delaware
Envirofil of Illinois, Inc.	76-0639272	Corporation	Delaware
Evergreen Landfill, Inc.	41-1283941	Corporation	Minnesota
Evergreen National Indemnity Company	41-1283941	Corporation	Illinois
Evergreen Recycling and Disposal Facility, Inc.	37-0957555	Corporation	Delaware
Farmer's Landfill, Inc.	76-0472693	Corporation	Ohio
Feather River Disposal, Inc.	76-0472693	Corporation	Delaware
Fernley Disposal, Inc.	UK-0000142	Corporation	Delaware
G.I. Industries	76-0638587	Corporation	Delaware
GA Landfills, Inc.	43-0863680	Corporation	Missouri
Gallia Landfill, Inc.	06-1479349	Corporation	California
Garnet of Maryland, Inc.	94-3423947	Corporation	Nevada
Gateway Transfer Station, LLC	87-0430285	Corporation	Utah
GCP Engineering Ltd	87-0430285	Corporation	Delaware
Georgia Waste Systems, Inc.	58-2293782	Corporation	Delaware
Gestion Des Rebutis D.M.P. Inc.	31-1509605	Corporation	Delaware
	52-1916417	Corporation	Maryland
	20-1457460	Limited Liability Company	Georgia
	NA-0000164	Corporation	Hong Kong
	58-1028526	Corporation	Georgia
	NA-0000033	Corporation	Quebec

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Giordano Recycling, L.L.C.	20-2098765	Limited Liability Company	Delaware
Glades Landfill, LLC	73-1630187	Limited Liability Company	Florida
Glen's Sanitary Landfill, Inc.	38-2065407	Corporation	Michigan
Grand Central Sanitary Landfill, Inc.	23-2049337	Corporation	Pennsylvania
Grupo WMX, S.A. De C.V.	NA-0000039	Corporation	Mexico
Guadalupe Mines Mutual Water Company	77-0398278	Not For Profit Corporation	California
Guadalupe Rubbish Disposal Co., Inc.	95-2746842	Corporation	California
Guam Resource Recovery Partners, L.P.	36-4149976	Limited Partnership	Delaware
Ham Lake Haulers, Inc.	41-1704537	Corporation	Minnesota
Harris Sanitation, Inc.	59-1219741	Corporation	Florida
Harwood Landfill, Inc.	52-1637402	Corporation	Maryland
Hedco Landfill Limited	NA-0000040	Corporation	England
High Mountain Fuels LLC		Limited Liability Company	Delaware
Hillsboro Landfill Inc.	93-0760239	Corporation	Oregon
Holyoke Sanitary Landfill, Inc.	04-2481863	Corporation	Massachusetts
IN Landfills, L.L.C.	61-1342588	Limited Liability Company	Delaware
Jahner Sanitation, Inc.	45-0410330	Corporation	North Dakota
Jay County Landfill, L.L.C.	61-1342592	Limited Liability Company	Delaware
JFS (UK) Limited	NA-0000044	Corporation	England
K and W Landfill Inc.	38-2504167	Corporation	Michigan
Kahle Landfill, Inc.	43-1682575	Corporation	Missouri
Keene Road Landfill, Inc.	59-2044226	Corporation	Florida
Kelly Run Sanitation, Inc.	25-1696669	Corporation	Pennsylvania
Key Disposal Ltd.	NA-0000045	Corporation	British Colum
KeyCorp Investment Limited Partnership	34-1783428	Limited Partnership	Ohio
King George Landfill, Inc.	54-1632805	Corporation	Virginia
La Quinta Medical/Commercial Plaza, Ltd.	95-4357859	Limited Partnership	California
Lakeville Recycling, L.P.	36-3730138	Limited Partnership	Delaware
Land Reclamation Company, Inc.	36-3640284	Corporation	Delaware
Land South Holdings, LLC	20-5908782	Limited Liability Company	Delaware
Landfill of Pine Ridge, Inc.	76-0638593	Corporation	Delaware
Landfill Services of Charleston, Inc.	55-0731302	Corporation	West Virginia
Laurel Highlands Landfill, Inc.	25-1640583	Corporation	Pennsylvania
LCS Services, Inc.	55-0673745	Corporation	West Virginia
Liberty Landfill, L.L.C.	61-1342590	Limited Liability Company	Delaware
Liberty Lane West Owners' Association	36-4163829	Not For Profit Corporation	New Hampshi
Liquid Waste Management, Inc.	95-2779930	Corporation	California
Longleaf C&D Disposal Facility, Inc.	59-3598129	Corporation	Florida
Longmont Landfill, L.L.C.	36-4551803	Limited Liability Company	Delaware
Looney Bins, Inc.	95-4704325	Corporation	California
M.S.T.S. Limited Partnership	36-3790528	Limited Partnership	Illinois
M.S.T.S., Inc.	36-3542321	Corporation	Delaware
Mahoning Landfill, Inc.	34-1047662	Corporation	Ohio
Mass Gravel Inc.	04-3117495	Corporation	Massachusetts
Mc Ginnes Industrial Maintenance Corporation	74-1532790	Corporation	Texas
McDaniel Landfill, Inc.	45-0399545	Corporation	North Dakota
McGill Landfill, Inc.	38-3076718	Corporation	Michigan
Meadowfill Landfill, Inc.	31-1509701	Corporation	Delaware
Michigan Environs, Inc.	38-2434760	Corporation	Michigan
Midwest One Land Corporation	20-0606093	Corporation	Delaware
Minneapolis Refuse, Incorporated	41-0972178	Corporation	Minnesota
Modern-Mallard Energy, LLC	57-1161216	Limited Liability Company	Delaware

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
			California
Modesto Garbage Co., Inc.	94-1643145	Corporation	California
Moor Refuse, Inc.	33-0622768	Corporation	Vermont
Mountain Indemnity Insurance Company	03-0328445	Corporation	Ireland
Mountain Indemnity International Limited	NA-0000053	Corporation	Maryland
Mountainview Landfill, Inc. (MD)	25-1538716	Corporation	Utah
Mountainview Landfill, Inc. (UT)	76-0548746	Corporation	Delaware
Nassau Landfill, L.L.C.	37-1487482	Limited Liability Company	Vermont
National Guaranty Insurance Company of Vermont	36-3643755	Corporation	Delaware
New England CR L.L.C.	04-3735642	Limited Liability Company	Delaware
New Milford Landfill, L.L.C.	76-0641312	Limited Liability Company	Delaware
New Orleans Landfill, L.L.C.	38-3699690	Limited Liability Company	Delaware
NH/VT Energy Recovery Corporation	02-0390004	Corporation	New Hampshi
North Manatee Recycling and Disposal Facility, L.L.C.	26-0283104	Limited Liability Company	Florida
Northwestern Landfill, Inc.	52-2023458	Corporation	Delaware
Nu-Way Live Oak Reclamation, Inc.	68-0236308	Corporation	Delaware
Oakridge Landfill, Inc.	25-1547187	Corporation	South Carolin.
Oakwood Landfill, Inc.	57-0974474	Corporation	South Carolin.
Okeechobee Landfill, Inc.	25-1628636	Corporation	Florida
Ozark Ridge Landfill, Inc.	71-0692520	Corporation	Arkansas
P & R Environmental Industries, L.L.C.	04-3735653	Limited Liability Company	North Carolin.
Pacific Waste Management L.L.C.	98-0227312	Limited Liability Company	Delaware
Palmetto Seed Capital Fund	57-0889130	Trust	South Carolin.
Palo Alto Sanitation Company	94-1075868	Corporation	California
Paper Recycling International, L.P.	36-3735699	Limited Partnership	Delaware
Pappy, Inc.	52-1561430	Corporation	Maryland
Peltz H.C., LLC	UK-0000100	Limited Liability Company	Wisconsin
Pen-Rob, Inc.	86-0504613	Corporation	Arizona
Penuelas Valley Landfill, Inc.	66-0560251	Corporation	Puerto Rico
People's Landfill, Inc.	38-3406998	Corporation	Delaware
Peterson Demolition, Inc.	41-1625867	Corporation	Minnesota
Phoenix Resources, Inc.	23-2483102	Corporation	Pennsylvania
Pine Grove Landfill, Inc. (DE)	31-1509609	Corporation	Delaware
Pine Grove Landfill, Inc. (PA)	23-2388139	Corporation	Pennsylvania
Pine Tree Acres, Inc.	38-2544258	Corporation	Michigan
Plantation Oaks Landfill, Inc.	76-0638592	Corporation	Delaware
PPP Corporation	23-2146479	Corporation	Delaware
Prairie Bluff Landfill, Inc.	76-0638590	Corporation	Delaware
ProCentury Corporation	76-0638043	Corporation	Ohio
Pulaski Grading, L.L.C.	UK-0000026	Limited Liability Company	Delaware
Pullman-Hoffman, Inc.	76-0638043	Corporation	Ohio
Quail Hollow Landfill, Inc.	34-0824706	Corporation	Delaware
Questquill Limited	62-1727567	Corporation	United Kingdc
R & B Landfill, Inc.	98-0221631	Corporation	Georgia
RAA Colorado, L.L.C.	25-1754371	Corporation	Colorado
RAA Trucking, LLC	20-2587942	Limited Liability Company	Wisconsin
RCI Hudson, Inc.	39-2040612	Limited Liability Company	Massachusett
RE-CY-CO, Inc.	04-3044820	Corporation	Minnesota
Recycle America Co., L.L.C.	41-0992714	Corporation	Delaware
Recycle America Holdings, Inc.	04-3735636	Limited Liability Company	Delaware
Redwood Landfill, Inc.	72-1541913	Corporation	Delaware
Refuse Services, Inc.	94-1443150	Corporation	Delaware
Refuse, Inc.	59-1098850	Corporation	Florida
	88-0094235	Corporation	Nevada

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
REI Holdings Inc.	36-4124520	Corporation	Delaware
Reliable Landfill, L.L.C.	73-1654400	Limited Liability Company	Delaware
Remote Landfill Services, Inc.	62-1421307	Corporation	Tennessee
Reno Disposal Co.	88-0087833	Corporation	Nevada
Resco Holdings L.L.C.	20-0584193	Limited Liability Company	Delaware
Resource Control Composting, Inc.	04-3044833	Corporation	Massachusetts
Resource Control, Inc.	04-2655361	Corporation	Massachusetts
Richland County Landfill, Inc.	58-1708996	Corporation	South Carolina
Riegel Ridge, LLC	56-2124210	Limited Liability Company	North Carolina
Riverbend Landfill Co.	93-0724866	Corporation	Oregon
Rolling Meadows Landfill, Inc.	76-0325383	Corporation	Delaware
RRT Design & Construction Corp.	16-1353118	Corporation	Delaware
RRT Empire of Monroe County, Inc.	16-1409567	Corporation	New York
RTS Landfill, Inc.	58-1924102	Corporation	Delaware
Rust Engineering & Construction Inc.	63-1081016	Corporation	Delaware
Rust Engineering (Thailand) Ltd	NA-0000162	Corporation	Thailand
Rust International Inc.	63-1081055	Corporation	Delaware
S & J Landfill Limited Partnership	76-0404581	Limited Partnership	Texas
S & S Grading, Inc.	58-1858013	Corporation	West Virginia
S. V. Farming Corp.	22-2976860	Corporation	New Jersey
Sanifill de Mexico (US), Inc.	76-0419331	Corporation	Delaware
Sanifill de Mexico, S.A. de C.V.	NA-0000070	Corporation	Mexico
Sanifill Power Corporation	76-0496422	Corporation	Delaware
SC Holdings, Inc.	36-2898300	Corporation	Pennsylvania
Serubam Servicos Urbanos E Ambientais Ltda	NA-0000077	Corporation	Brazil
SES Bridgeport L.L.C.	36-4057298	Limited Liability Company	Delaware
Shade Landfill, Inc.	23-2886198	Corporation	Delaware
Sierra Estrella Landfill, Inc.	86-0717293	Corporation	Arizona
Southern Alleghenies Landfill, Inc.	25-1249160	Corporation	Pennsylvania
Southern One Land Corporation	72-1534481	Corporation	Delaware
Southern Plains Landfill, Inc.	73-1384828	Corporation	Oklahoma
Southern Waste Services, L.L.C.	61-1342585	Limited Liability Company	Delaware
Spruce Ridge, Inc.	41-1591957	Corporation	Minnesota
Stony Hollow Landfill, Inc.	76-0638597	Corporation	Delaware
Storey County Sanitation, Inc.	88-0264671	Corporation	Nevada
Suburban Landfill, Inc.	76-0638596	Corporation	Delaware
Texarkana Landfill, L.L.C.	30-0239245	Limited Liability Company	Delaware
Texas Pack Rat - Austin #1 LLC	20-3668884	Limited Liability Company	Texas
Texas Pack Rat - Dallas #1 LLC	26-2054900	Limited Liability Company	Texas
Texas Pack Rat - Houston #1 LLC	20-4572488	Limited Liability Company	Texas
Texas Pack Rat - Houston #2 LLC	20-5227255	Limited Liability Company	Texas
Texas Pack Rat - Houston #3 LLC	20-5227324	Limited Liability Company	Texas
Texas Pack Rat - San Antonio #1 LLC	20-4572603	Limited Liability Company	Texas
Texas Pack Rat Service Company LLC		Limited Liability Company	Texas
The Peltz Group, LLC	05-0545181	Limited Liability Company	Wisconsin
The Waste Management Charitable Foundation	04-3073733	Not For Profit Corporation	Delaware
The Woodlands of Van Buren, Inc.	36-3791221	Corporation	Delaware
TNT Sands, Inc.	57-0937314	Corporation	South Carolina
Trail Ridge Landfill, Inc.	36-3667296	Corporation	Delaware
Transamerican Waste Central Landfill, Inc.	76-0463386	Corporation	Delaware
Trash Hunters, Inc.	64-0852590	Corporation	Mississippi
Tri-County Sanitary Landfill, L.L.C.	20-0937658	Limited Liability Company	Delaware

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
TX Newco, L.L.C.	61-1468715	Limited Liability Company	Delaware
United Waste Systems Leasing, Inc.	38-3324143	Corporation	Michigan
United Waste Systems of Gardner, Inc.	04-3320949	Corporation	Massachusetts
USA South Hills Landfill, Inc.	25-1139448	Corporation	Pennsylvania
USA Valley Facility, Inc.	23-2886199	Corporation	Delaware
USA Waste Geneva Landfill, Inc.	34-1802751	Corporation	Delaware
USA Waste Landfill Operations and Transfer, Inc.	76-0435557	Corporation	Texas
USA Waste of California, Inc.	68-0306154	Corporation	Delaware
USA Waste of Pennsylvania, LLC	74-2921886	Limited Liability Company	Delaware
USA Waste of Texas Landfills, Inc.	76-0322548	Corporation	Delaware
USA Waste of Virginia Landfills, Inc.	58-1932248	Corporation	Delaware
USA Waste Services of Nevada, Inc.	76-0656629	Corporation	Nevada
USA Waste Services of NYC, Inc.	11-3301808	Corporation	Delaware
USA Waste-Management Resources, LLC	13-3853086	Limited Liability Company	New York
USA-Crinc, L.L.C.	04-3735654	Limited Liability Company	Delaware
UWS Barre, Inc.	04-3320948	Corporation	Massachusetts
Valley Garbage and Rubbish Company, Inc.	95-2090787	Corporation	California
Vern's Refuse Service, Inc.	45-0435644	Corporation	North Dakota
VFB, LLC	22-3842831	Limited Liability Company	New Jersey
VHG, Inc.	UK-0000023	Corporation	Minnesota
Vickery Environmental, Inc.	31-1153176	Corporation	Ohio
Vista Landfill, LLC	59-3652174	Limited Liability Company	Florida
Voyageur Disposal Processing, Inc.	41-1734827	Corporation	Minnesota
Warner Company	51-0281233	Corporation	Delaware
Warner Hill Development Company	34-1043478	Corporation	Ohio
Waste Away Group, Inc.	63-0898842	Corporation	Alabama
Waste Management Arizona Landfills, Inc.	86-0683003	Corporation	Delaware
Waste Management Buckeye, L.L.C.	26-0076809	Limited Liability Company	Delaware
Waste Management Collection and Recycling, Inc.	95-2621587	Corporation	California
Waste Management Disposal Services of Colorado, Inc.	84-1004487	Corporation	Colorado
Waste Management Disposal Services of Maine, Inc.	01-0392888	Corporation	Maine
Waste Management Disposal Services of Maryland, Inc.	36-2898301	Corporation	Maryland
Waste Management Disposal Services of Massachusetts, Inc.	04-2320990	Corporation	Massachusetts
Waste Management Disposal Services of Oregon, Inc.	36-3548405	Corporation	Delaware
Waste Management Disposal Services of Pennsylvania, Inc.	23-1655318	Corporation	Pennsylvania
Waste Management Disposal Services of Virginia, Inc.	36-3791008	Corporation	Delaware
Waste Management Financing Corporation	36-4200855	Corporation	Delaware
Waste Management Holdings, Inc.	36-2660763	Corporation	Delaware
Waste Management Inc. of Florida	59-1094518	Corporation	Florida
Waste Management Indycoke, L.L.C.	81-0640497	Limited Liability Company	Delaware
Waste Management International B.V.	NA-0000096	Limited Liability Company	Netherlands
Waste Management International plc	NA-0000097	Limited Partnership	United Kingdc
Waste Management International Services Limited	98-0336025	Corporation	United Kingdc
Waste Management International, Inc.	36-3255004	Corporation	Delaware
Waste Management International, Ltd.	NA-0000099	Limited Liability Company	Bermuda
Waste Management Municipal Services of California, Inc.	77-0151385	Corporation	California
Waste Management National Services, Inc.	76-0686861	Corporation	Delaware
Waste Management New England Environmental Transport, Inc.	04-3509618	Corporation	Delaware
Waste Management of Alameda County, Inc.	94-0727420	Corporation	California
Waste Management of Alaska, Inc.	91-1879241	Corporation	Delaware
Waste Management of Arizona, Inc.	86-0198265	Corporation	California
Waste Management of Arkansas, Inc.	04-2814811	Corporation	Delaware

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Waste Management of California, Inc.	95-1735737	Corporation	California
Waste Management of Canada Corporation	NA-0000021	Corporation	Ontario
Waste Management of Canada Corporation	NA-0000021	Corporation	Nova Scotia
Waste Management of Carolinas, Inc.	56-0731307	Corporation	North Carolina
Waste Management of Colorado, Inc.	84-0523684	Corporation	Colorado
Waste Management of Connecticut, Inc.	06-1485581	Corporation	Delaware
Waste Management of Delaware, Inc.	51-0094505	Corporation	Delaware
Waste Management of Five Oaks Recycling and Disposal Facility, I	37-1035820	Corporation	Delaware
Waste Management of Georgia, Inc.	36-3319564	Corporation	Georgia
Waste Management of Hawaii, Inc.	76-0638599	Corporation	Delaware
Waste Management of Idaho, Inc.	82-0364976	Corporation	Idaho
Waste Management of Illinois, Inc.	36-2660859	Corporation	Delaware
Waste Management of Indiana Holdings One, Inc.	36-4039079	Corporation	Delaware
Waste Management of Indiana Holdings Two, Inc.	36-4059574	Corporation	Delaware
Waste Management of Indiana, L.L.C.	36-4071447	Limited Liability Company	Delaware
Waste Management of Iowa, Inc.	42-0824220	Corporation	Iowa
Waste Management of Kansas, Inc.	48-0634806	Corporation	Kansas
Waste Management of Kentucky Holdings, Inc.	36-4059575	Corporation	Delaware
Waste Management of Kentucky, L.L.C.	36-4035849	Limited Liability Company	Delaware
Waste Management of Leon County, Inc.	36-3319565	Corporation	Florida
Waste Management of Londonderry, Inc.	20-5657050	Corporation	Delaware
Waste Management of Louisiana Holdings One, Inc.	36-4142119	Corporation	Delaware
Waste Management of Louisiana, L.L.C.	36-4119910	Limited Liability Company	Delaware
Waste Management of Maine, Inc.	01-0267739	Corporation	Maine
Waste Management of Maryland, Inc.	52-0250430	Corporation	Maryland
Waste Management of Massachusetts, Inc.	04-2535063	Corporation	Massachusetts
Waste Management of Metro Atlanta, Inc.	58-1937966	Corporation	Georgia
Waste Management of Michigan, Inc.	38-1214786	Corporation	Michigan
Waste Management of Minnesota, Inc.	36-2698820	Corporation	Minnesota
Waste Management of Mississippi, Inc.	36-3005295	Corporation	Mississippi
Waste Management of Missouri, Inc.	43-0992367	Corporation	Delaware
Waste Management of Montana, Inc.	36-3564773	Corporation	Delaware
Waste Management of Nebraska, Inc.	36-3469702	Corporation	Delaware
Waste Management of Nevada, Inc.	88-0394159	Corporation	Nevada
Waste Management of New Hampshire, Inc.	04-2482447	Corporation	Connecticut
Waste Management of New Jersey, Inc.	36-3700143	Corporation	Delaware
Waste Management of New Mexico, Inc.	85-0229020	Corporation	New Mexico
Waste Management of New York, L.L.C.	36-4206797	Limited Liability Company	Delaware
Waste Management of North Dakota, Inc.	36-3798294	Corporation	Delaware
Waste Management of Ohio, Inc.	25-1673264	Corporation	Ohio
Waste Management of Oklahoma, Inc.	73-0685975	Corporation	Oklahoma
Waste Management of Oregon, Inc.	93-0612655	Corporation	Oregon
Waste Management of Pennsylvania Gas Recovery, L.L.C.	20-2926331	Limited Liability Company	Delaware
Waste Management of Pennsylvania, Inc.	25-1232336	Corporation	Pennsylvania
Waste Management of Plainfield, L.L.C.	76-0722971	Limited Liability Company	Delaware
Waste Management of Rhode Island, Inc.	36-3668109	Corporation	Delaware
Waste Management of South Carolina, Inc.	36-2935124	Corporation	South Carolina
Waste Management of South Dakota, Inc.	46-0348394	Corporation	South Dakota
Waste Management of Texas Holdings, Inc.	43-1976001	Corporation	Delaware
Waste Management of Texas, Inc.	75-1223528	Corporation	Texas
Waste Management of Tunica Landfill, Inc.	64-0869334	Corporation	Mississippi
Waste Management of Utah, Inc.	87-0302156	Corporation	Utah

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Wheelabrator Lassen Inc.	36-3926261	Corporation	Delaware
Wheelabrator Lisbon Inc.	61-1167063	Corporation	Delaware
Wheelabrator Martell Inc.	36-4051558	Corporation	Delaware
Wheelabrator McKay Bay Inc.	36-3240315	Corporation	Florida
Wheelabrator Millbury Inc.	02-0412788	Corporation	Delaware
Wheelabrator New Hampshire Inc.	02-0390002	Corporation	Delaware
Wheelabrator New Jersey Inc.	02-0391598	Corporation	Delaware
Wheelabrator NHC Inc.	02-0393448	Corporation	Delaware
Wheelabrator North Andover Inc.	36-3062971	Corporation	Delaware
Wheelabrator North Broward Inc.	04-3030218	Corporation	Delaware
Wheelabrator Norwalk Energy Company Inc.	02-0395269	Corporation	Delaware
Wheelabrator Penacook Inc.	02-0393449	Corporation	Delaware
Wheelabrator Pinellas Inc.	36-3110153	Corporation	Delaware
Wheelabrator Putnam Inc.	36-3908789	Corporation	Delaware
Wheelabrator Ridge Energy Inc.	36-3820153	Corporation	Delaware
Wheelabrator Saugus Inc.	13-2740971	Corporation	Delaware
Wheelabrator Saugus, J.V.	04-2530905	Joint Venture	Massachusetts
Wheelabrator Shasta Energy Company Inc.	02-0395274	Corporation	Delaware
Wheelabrator Sherman Energy Company, G.P.	02-0390349	General Partnership	Maine
Wheelabrator Sherman Station L.L.C.	76-0743287	Limited Liability Company	Delaware
Wheelabrator Sherman Station One Inc.	02-0390312	Corporation	Delaware
Wheelabrator South Broward Inc.	02-0410154	Corporation	Delaware
Wheelabrator Spokane Inc.	02-0416522	Corporation	Delaware
Wheelabrator Technologies Inc.	22-2678047	Corporation	Delaware
Wheelabrator Technologies International Inc.	36-3965264	Corporation	Delaware
Wheelabrator Westchester, L.P.	02-0367751	Limited Partnership	Delaware
White Lake Landfill, Inc.	38-1889893	Corporation	Michigan
Williams Landfill, L.L.C.	61-1342579	Limited Liability Company	Delaware
Willow Oak Landfill, LLC	20-1457518	Limited Liability Company	Georgia
WM Arizona Operations, L.L.C.	32-0112690	Limited Liability Company	Delaware
WM Emergency Employee Support Fund, Inc.	11-3758170	Not For Profit Corporation	Delaware
WM Energy Solutions, Inc.	76-0695139	Corporation	Delaware
WM Green Squad, LLC	26-1694369	Limited Liability Company	Delaware
WM GTL, Inc.	26-0294424	Corporation	Delaware
WM GTL, LLC	26-0294528	Limited Liability Company	Delaware
WM Healthcare Solutions, Inc.	20-3483524	Corporation	Delaware
WM Illinois Renewable Energy, L.L.C.	45-0512000	Limited Liability Company	Delaware
WM International Holdings, Inc.	76-0607203	Corporation	Delaware
WM International Services (UK) Limited	NA-0000098	Corporation	England
WM LampTracker Holdings, Inc.	26-2669572	Corporation	Delaware
WM LampTracker, Inc.	26-0176250	Corporation	Delaware
WM Landfills of Ohio, Inc.	31-1509696	Corporation	Delaware
WM Landfills of Tennessee, Inc.	62-1462526	Corporation	Delaware
WM Leasing of Arizona, L.L.C.	20-4017719	Limited Liability Company	Delaware
WM Leasing of Texas, L.P.	20-4017724	Limited Partnership	Delaware
WM LNG, Inc.	26-2294125	Corporation	Delaware
WM Middle Tennessee Environmental Center, L.L.C.	26-1946982	Limited Liability Company	Delaware
WM Mobile Bay Environmental Center, Inc.	76-0638602	Corporation	Delaware
WM of Texas, L.L.C.	26-0428868	Limited Liability Company	Delaware
WM Organic Growth, Inc.	20-4677155	Corporation	Delaware
WM Pack-Rat of California, LLC	26-0380883	Limited Liability Company	Delaware
WM Pack-Rat of Illinois, LLC	26-0524082	Limited Liability Company	Delaware

Affiliate Entity Report

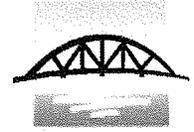
Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
Waste Management of Virginia, Inc.	25-1578667	Corporation	Virginia
Waste Management of Washington, Inc.	36-3846342	Corporation	Delaware
Waste Management of West Virginia, Inc.	36-3553198	Corporation	Delaware
Waste Management of Wisconsin, Inc.	39-0967466	Corporation	Wisconsin
Waste Management of Wyoming, Inc.	36-3828554	Corporation	Delaware
Waste Management Partners, Inc.	36-3220911	Corporation	Delaware
Waste Management Plastic Products, Inc.	36-3761543	Corporation	Delaware
Waste Management Recycling Asia, L.L.C.	39-1977904	Limited Liability Company	Ohio
Waste Management Recycling and Disposal Services of California,	95-2370376	Corporation	California
Waste Management Recycling of New Jersey, L.L.C.	04-3735640	Limited Liability Company	Delaware
Waste Management Security, L.L.C.	43-1970495	Limited Liability Company	Delaware
Waste Management Service Center, Inc.	20-4017651	Corporation	Delaware
Waste Management South America B.V.	NA-0000102	Limited Liability Company	Netherlands
Waste Management Technology Center, Inc.	36-3519386	Corporation	Delaware
Waste Management Thailand B.V.	98-0204718	Limited Liability Company	Netherlands
Waste Management, Inc.	73-1309529	Corporation	Delaware
Waste Management, Inc. of Tennessee	36-2935128	Corporation	Tennessee
Waste Resources of Tennessee, Inc.	54-0838353	Corporation	Tennessee
Waste Services of Kentucky, L.L.C.	94-3429202	Limited Liability Company	Delaware
Waste to Energy Holdings, Inc.	76-0652923	Corporation	Delaware
Waste to Energy I, LLC	02-0519035	Limited Liability Company	Delaware
Waste to Energy II, LLC	02-0519036	Limited Liability Company	Delaware
Wastech Inc.	93-0936732	Corporation	Nevada
WESI Baltimore Inc.	02-0357495	Corporation	Delaware
WESI Capital Inc.	36-3861933	Corporation	Delaware
WESI Peekskill Inc.	02-0363274	Corporation	Delaware
WESI Westchester Inc.	02-0360305	Corporation	Delaware
Westchester Resco Associates, L.P.	02-0367753	Limited Partnership	Delaware
Western One Land Corporation	76-0688224	Corporation	Delaware
Western Waste Industries	95-1946054	Corporation	California
Western Waste of Texas, L.L.C.	30-0239250	Limited Liability Company	Delaware
Wheelabrator Baltimore L.L.C.	36-4057301	Limited Liability Company	Delaware
Wheelabrator Baltimore, L.P.	36-4057307	Limited Partnership	Maryland
Wheelabrator Bridgeport, L.P.	36-4057309	Limited Partnership	Delaware
Wheelabrator Cedar Creek Inc.	02-0443870	Corporation	Delaware
Wheelabrator Chambers Inc.	26-3194113	Corporation	Delaware
Wheelabrator Claremont Company, L.P.	02-0390003	Limited Partnership	Delaware
Wheelabrator Claremont Inc.	20-4284300	Corporation	Delaware
Wheelabrator Concord Company, L.P.	02-0394017	Limited Partnership	Delaware
Wheelabrator Concord Inc.	02-0393450	Corporation	Delaware
Wheelabrator Connecticut Inc.	36-3908786	Corporation	Delaware
Wheelabrator Culm Services Inc.	02-0442574	Corporation	Delaware
Wheelabrator Environmental Systems Inc.	02-0412779	Corporation	Delaware
Wheelabrator Falls Inc.	04-3024782	Corporation	Delaware
Wheelabrator Frackville Energy Company Inc.	02-0393452	Corporation	Delaware
Wheelabrator Frackville Properties Inc.	04-3100742	Corporation	Delaware
Wheelabrator Fuel Services Inc.	02-0442576	Corporation	Delaware
Wheelabrator Gloucester Company, L.P.	02-0396724	Limited Partnership	New Jersey
Wheelabrator Gloucester Inc.	02-0391601	Corporation	Delaware
Wheelabrator Guam Inc.	36-3926262	Corporation	Delaware
Wheelabrator Hudson Energy Company Inc.	04-3048379	Corporation	Delaware
Wheelabrator Hudson Falls L.L.C.	72-1541910	Limited Liability Company	Delaware

Affiliate Entity Report

Active Legal Entities

Name	Federal ID No.	Entity Type	State of Incorporation
WM Pack-Rat of Kentucky, LLC	26-2289448	Limited Liability Company	Delaware
WM Pack-Rat of Maryland, LLC	26-1411856	Limited Liability Company	Delaware
WM Pack-Rat of Massachusetts, LLC	26-1411946	Limited Liability Company	Delaware
WM Pack-Rat of Michigan, LLC	26-2289484	Limited Liability Company	Delaware
WM Pack-Rat of Ohio, LLC	26-2289407	Limited Liability Company	Delaware
WM Pack-Rat of Rhode Island, LLC	26-1855760	Limited Liability Company	Delaware
WM Pack-Rat, LLC	26-0285281	Limited Liability Company	Delaware
WM Partnership Holdings, Inc.	36-3974344	Corporation	Delaware
WM Quebec Inc.	NA-0000041	Corporation	Canada
WM RA Canada Inc.	NA-0000172	Corporation	Ontario
WM Recycle America, L.L.C.	72-1541911	Limited Liability Company	Delaware
WM Recycle Europe, L.L.C.	20-0570245	Limited Liability Company	Delaware
WM Renewable Energy, L.L.C.	45-0511978	Limited Liability Company	Delaware
WM Resource Recovery & Recycling Center, Inc.	26-2289538	Corporation	Delaware
WM Resources, Inc.	25-1536159	Corporation	Pennsylvania
WM Safety Services, L.L.C.	20-3887188	Limited Liability Company	Delaware
WM Security Services, Inc.	20-3714754	Corporation	Delaware
WM Services SA	NA-0000108	Corporation	Argentina
WM Storage, Inc.	26-0285202	Corporation	Delaware
WM Texas Pack Rat, LLC	26-1442144	Limited Liability Company	Delaware
WM Trash Monitor Plus, L.L.C.	26-1436776	Limited Liability Company	Delaware
WM Universal Waste LampTracker 1, Inc.	26-2669639	Corporation	Delaware
WM Universal Waste LampTracker 2, Inc.	26-2748613	Corporation	Delaware
WMI Medical Services of Indiana, Inc.	35-1724992	Corporation	Indiana
WMI Mexico Holdings, Inc.	36-3912290	Corporation	Delaware
WMNA Container Recycling, L.L.C.	04-3735649	Limited Liability Company	Delaware
WMSALSA, Inc.	20-2580150	Not For Profit Corporation	Texas
WMST Illinois, L.L.C.	94-3423874	Limited Liability Company	Illinois
WTI Air Pollution Control Inc.	36-4110833	Corporation	Delaware
WTI Financial L.L.C.	20-0584237	Limited Liability Company	Delaware
WTI International Holdings Inc.	36-3908839	Corporation	Delaware
WTI Rust Holdings Inc.	02-0351425	Corporation	Delaware



City of Bothell™

September 25, 2013

Attn: Mr. Jeff McMahon
District Manager
Waste Management, North Sound
6211 234th St SE
Woodinville, WA 98072

SUBJECT: 2014 CPI Rate Adjustment Notice

Dear Mr. ^{Jeff}~~McMahon~~:

The City of Bothell received your written notification of the 2014 CPI Rate Adjustment dated August 26, 2013. The City of Bothell has verified the information you provided is correct per the contract and that as part of this adjustment the City of Bothell will receive \$29,455.70 per month for the Street Preservation Fee.

We understand you will be sending notifications to customers in October and these changes will be updated in your billing system during December in order for them to take effect in January 2014. Once the system updates are completed, please send Sabrina Combs copies of the updated Green Screens for Customer Service showing these changes. You can email them to her at sabrina.combs@ci.bothell.wa.us.

If you have any questions, please contact me at erin.leonhart@ci.bothell.wa.us.

Sincerely,

Erin Leonhart
Public Works Director

cc: File
Maureen Werts, Deputy Finance Director
Sabrina Combs, Recycling and Public Services Projects Administrator

9654 NE 182nd St.
Bothell, WA 98011
425.486.2768
www.ci.bothell.wa.us



RECEIVED AUG 27 2013

August 26, 2013

Sabrina Combs
Recycling & Public Services
Projects Administrator
Public Works Department
City of Bothell
9654 NE 182nd St.
Bothell WA 98011

Re: 2014 CPI Rate Adjustment

Please find the enclosed 2014 rate schedule for solid waste and recycling services provided by Waste Management to the residents and businesses of the City of Bothell.

These rates are based upon the published Consumer Price Index for Urban Wage Earners and Clerical Workers in the Seattle-Tacoma-Bremerton statistical area for the year ending June 2013. This year's index changes are described on the attached page. This year's index was 708.763 up from 700.634 for last year. The annual change is an increase of 1.160%. Waste Management is entitled to 80% of the CPI, resulting in a net increase of 0.928%.

In addition, Waste Management has removed the temporary 0.3% 2010 B&O tax in the form of a rate adjustment, effective with the City's annual CPI adjustment January 1, 2014.

Please review this schedule and let me know of any discrepancies, as Waste Management will adjust our billing system to reflect these changes in the later part of December 2013.

Waste Management looks forward to providing quality waste and recycling services to the City of Bothell in the year ahead.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff McMahon'.

Jeff McMahon
District Manager
Waste Management, SnoKing

Waste Management - North Sound

\$ 109.00 2012 Disposal \$ 120.17 2013 Disposal
 \$ 120.17 2013 Disposal \$ 120.17 2014 Disposal
 Disposal CPI

City of Bothell Contract Rate Sheet	1.5%		B&O	0.3%		0.00%		0.928%	
	2.139%	10.25%		New Rates - effective 1/1/13		New Rates - effective 1/1/14			
	Service	Disposal	Total	Service	Disposal	Total	Service	Disposal	Total
RESIDENTIAL									
Monthly Service									
35 gal cart	2.74	5.27	8.05	2.78	5.27	8.05	2.80	5.26	8.06
Weekly Service									
20 gal mini-cart	4.10	5.41	9.42	4.01	5.41	9.42	4.03	5.40	9.43
35 gal cart	6.79	8.92	15.71	6.79	8.92	15.71	6.83	8.90	15.73
64 gal cart	14.16	16.29	31.01	14.80	16.29	31.09	14.89	16.25	31.14
96 gal cart	22.10	24.45	46.51	22.21	24.45	46.66	22.35	24.38	46.73
Extra garbage Cans/Bags (EA)	3.81	1.66	5.48	3.82	1.66	5.48	3.84	1.66	5.50
Extra Yard Debris Service									
Extra YW Cans/Bags (EA.)	4.74		4.74	4.74		4.74	4.77		4.77
Extra 96 Gal YW Cart	5.90		5.90	5.90		5.90	5.94		5.94
Miscellaneous Fees:									
Return Trip	7.03		7.03	7.03		7.03	7.07		7.07
Drive-in Charge	10.42		10.42	10.42		10.42	10.48		10.48
Redelivery Fee	18.88		18.88	18.88		18.88	19.00		19.00
Residential carry-out surcharge									
All residential Cur/Cart Service Levels	18.88		18.88	18.88		18.88	19.00		19.00
On-Call Bulky Waste Collection:									
Appliances (non-refrigerant)	56.67		56.67	56.67		56.67	57.03		57.03
Refrigerators/Freezers	56.67	37.41	94.08	56.67	37.41	94.08	57.03	37.30	94.33
Sofas	56.67	6.15	62.82	56.67	6.15	62.82	57.03	6.14	63.17
Chairs	37.80	4.54	42.34	37.80	4.54	42.34	38.03	4.53	42.56
Mattress or Box Springs	27.70	3.06	30.76	27.70	3.06	30.76	27.87	3.06	30.93
Tires: Auto/Light Truck	18.88	7.32	26.20	18.88	7.32	26.20	19.00	7.30	26.30
Bus/Heavy Truck	18.88	10.99	29.87	18.88	10.99	29.87	19.00	10.86	29.86
Add'l for Rims or Wheels	13.84		13.84	13.84		13.84	13.92		13.92
Miscellaneous, per cubic yard	68.03	30.27	98.30	68.03	30.27	98.30	68.45	30.18	98.63
Temporary Container Service:									
Temp. 2 Yard Container	92.07	13.93	106.00	92.07	13.93	106.00	92.65	13.89	106.54
Daily Rent	1.55		1.55	1.55		1.55	1.56		1.56
Delivery Fee	28.32		28.32	28.32		28.32	28.50		28.50
Temp. 4 Yard Container	96.49	24.79	121.28	96.49	24.79	121.28	97.10	24.72	121.82
Daily Rent	1.86		1.86	1.86		1.86	1.87		1.87
Delivery Fee	28.32		28.32	28.32		28.32	28.50		28.50
Temp. 6 Yard Container	110.51	34.86	145.37	110.51	34.86	145.37	111.20	34.76	145.96
Daily Rent	2.50		2.50	2.50		2.50	2.52		2.52
Delivery Fee	28.32		28.32	28.32		28.32	28.50		28.50
Temp. 40 yard Container	927.17	1,211.10	2,138.27	927.17	1,211.10	2,138.27	932.98	1,207.48	2,140.46
Daily Rent	88.19		88.19	88.19		88.19	88.74		88.74

COMMERCIAL																	
Commercial/Multifamily Carts																	
35 gal cart	19.50	\$	7.18	\$	24.68	\$	16.88	\$	7.20	\$	24.08	\$	16.98	\$	7.18	\$	24.16
64 gal cart	32.81	\$	14.54	\$	47.35	\$	32.90	\$	14.08	\$	46.98	\$	33.11	\$	14.04	\$	47.15
96 gal cart	47.42	\$	19.39	\$	66.81	\$	37.53	\$	16.03	\$	53.56	\$	37.76	\$	15.99	\$	53.75
Extra garbage Cans/Bags (EA)	1.59	\$	1.66	\$	3.25	\$	3.90	\$	1.68	\$	5.58	\$	3.92	\$	1.66	\$	5.58
Miscellaneous Services																	
Return Trip	22.54	\$		\$	22.54	\$	22.00	\$		\$	22.00	\$	22.14	\$		\$	22.14
Carry-Out Svc (Per Can)	10.42	\$		\$	10.42	\$	10.42	\$		\$	10.42	\$	10.48	\$		\$	10.48
Redelivery Fee	18.84	\$		\$	18.84	\$	18.68	\$		\$	18.68	\$	19.00	\$		\$	19.00
Roll-out Container	12.49	\$		\$	12.49	\$	12.71	\$		\$	12.71	\$	12.79	\$		\$	12.79
Disconnect Hydraulics	8.49	\$		\$	8.49	\$	8.49	\$		\$	8.49	\$	8.54	\$		\$	8.54
Unlock Container	10.10	\$		\$	10.10	\$	10.10	\$		\$	10.10	\$	10.16	\$		\$	10.16
Gate Opening	10.42	\$		\$	10.42	\$	10.42	\$		\$	10.42	\$	10.48	\$		\$	10.48
Steam Cleaning (Per Yd)	10.42	\$		\$	10.42	\$	10.42	\$		\$	10.42	\$	10.48	\$		\$	10.48
Com'l/Multifamily Uncompacted Containers:																	
1 Cu. Yd. Uncompacted																	
1 Pickup/Week/Container	57.92	\$	52.12	\$	110.04	\$	57.49	\$	22.18	\$	79.67	\$	57.85	\$	22.12	\$	79.97
2 Pickups/Week/Container	115.84	\$	104.24	\$	220.08	\$	114.98	\$	44.36	\$	159.34	\$	115.70	\$	44.24	\$	159.74
3 Pickups/Week/Container	173.76	\$	156.36	\$	330.12	\$	172.47	\$	66.54	\$	238.01	\$	173.42	\$	66.36	\$	239.01
4 Pickups/Week/Container	231.68	\$	208.48	\$	440.16	\$	230.64	\$	88.72	\$	316.70	\$	231.28	\$	88.56	\$	317.52
5 Pickups/Week/Container	289.60	\$	260.60	\$	550.20	\$	288.80	\$	111.90	\$	388.70	\$	289.16	\$	111.72	\$	389.88
1.5 Cu. Yd. Uncompacted																	
1 Pickup/Week/Container	86.91	\$	73.10	\$	160.01	\$	86.01	\$	33.19	\$	119.20	\$	86.56	\$	33.10	\$	119.66
2 Pickups/Week/Container	173.82	\$	146.20	\$	320.02	\$	172.02	\$	66.38	\$	238.40	\$	173.12	\$	66.20	\$	239.32
3 Pickups/Week/Container	260.73	\$	219.30	\$	480.03	\$	258.03	\$	99.57	\$	357.60	\$	259.68	\$	99.40	\$	358.64
4 Pickups/Week/Container	347.64	\$	292.40	\$	640.04	\$	344.04	\$	132.76	\$	470.30	\$	346.72	\$	132.60	\$	471.52
5 Pickups/Week/Container	434.55	\$	358.60	\$	790.05	\$	430.05	\$	177.15	\$	607.20	\$	432.80	\$	177.00	\$	608.40
2 Cu. Yd. Uncompacted																	
1 Pickup/Week/Container	115.84	\$	104.24	\$	220.08	\$	114.98	\$	44.36	\$	159.34	\$	115.61	\$	44.22	\$	159.83
2 Pickups/Week/Container	231.68	\$	208.48	\$	440.16	\$	229.96	\$	88.72	\$	318.68	\$	231.22	\$	88.44	\$	319.66
3 Pickups/Week/Container	347.64	\$	312.72	\$	660.36	\$	344.94	\$	132.76	\$	470.30	\$	346.68	\$	132.60	\$	471.52
4 Pickups/Week/Container	463.60	\$	407.60	\$	880.48	\$	461.28	\$	177.15	\$	607.20	\$	462.96	\$	177.00	\$	608.40
5 Pickups/Week/Container	579.56	\$	503.60	\$	1100.56	\$	576.88	\$	221.55	\$	758.30	\$	578.56	\$	221.40	\$	759.52
3 Cu. Yd. Uncompacted																	
1 Pickup/Week/Container	173.76	\$	156.36	\$	330.12	\$	172.47	\$	66.54	\$	238.01	\$	173.42	\$	66.36	\$	239.01
2 Pickups/Week/Container	347.52	\$	312.72	\$	660.24	\$	344.94	\$	132.76	\$	470.30	\$	346.68	\$	132.60	\$	471.52
3 Pickups/Week/Container	521.28	\$	458.08	\$	990.36	\$	518.41	\$	199.14	\$	699.40	\$	520.56	\$	199.00	\$	699.84
4 Pickups/Week/Container	695.04	\$	604.16	\$	1320.48	\$	692.55	\$	265.52	\$	927.90	\$	694.74	\$	265.40	\$	928.64
5 Pickups/Week/Container	868.80	\$	750.40	\$	1640.60	\$	865.68	\$	340.71	\$	1156.30	\$	868.00	\$	340.60	\$	1157.20
4 Cu. Yd. Uncompacted																	
1 Pickup/Week/Container	231.68	\$	208.48	\$	440.16	\$	229.96	\$	88.72	\$	318.68	\$	231.22	\$	88.44	\$	319.66
2 Pickups/Week/Container	463.36	\$	416.96	\$	880.32	\$	459.92	\$	177.44	\$	637.36	\$	462.44	\$	177.20	\$	638.32
3 Pickups/Week/Container	695.04	\$	604.16	\$	1320.48	\$	692.55	\$	265.52	\$	927.90	\$	694.74	\$	265.40	\$	928.64
4 Pickups/Week/Container	868.80	\$	750.40	\$	1640.60	\$	865.68	\$	340.71	\$	1156.30	\$	868.00	\$	340.60	\$	1157.20
5 Pickups/Week/Container	1042.56	\$	904.00	\$	1980.72	\$	1039.52	\$	414.28	\$	1393.80	\$	1041.60	\$	414.10	\$	1394.72
6 Pickups/Week/Container	1216.32	\$	1056.00	\$	2320.80	\$	1213.28	\$	498.84	\$	1662.60	\$	1215.00	\$	498.70	\$	1663.52

6 Cu. Yd. Uncompacted									
1 Pickup/Week/Container	\$ 313.07	\$ 132.64	\$ 478.92	\$ 344.70	\$ 133.04	\$ 477.74	\$ 346.85	\$ 132.65	\$ 479.50
2 Pickups/Week/Container	626.14	265.28	957.84	709.93	271.31	951.24	714.37	270.50	984.67
3 Pickups/Week/Container	939.21	397.92	1437.12	1,061.20	409.56	1,470.78	1,087.85	408.34	1,476.19
4 Pickups/Week/Container	1,252.28	530.56	1,912.80	1,415.44	546.70	1,962.14	1,424.30	545.07	1,969.37
5 Pickups/Week/Container	1,565.35	643.20	2,448.50	1,771.64	684.87	2,456.51	1,782.74	682.63	2,465.37
8 Cu. Yd. Uncompacted									
1 Pickup/Week/Container	425.15	176.38	601.53	470.81	177.41	648.22	473.76	176.88	650.64
2 Pickups/Week/Container	850.30	352.76	1,203.06	935.11	350.02	1,295.13	940.97	358.95	1,299.92
3 Pickups/Week/Container	1,275.45	529.14	1,804.59	1,410.61	542.64	1,953.25	1,419.45	541.02	1,980.47
4 Pickups/Week/Container	1,700.60	705.52	2,406.12	1,878.94	723.79	2,602.73	1,890.71	721.63	2,612.34
5 Pickups/Week/Container	2,125.75	881.90	3,007.65	2,349.85	906.03	3,255.88	2,364.67	903.33	3,267.90
Compacted Containers:									
1 Cu Yd. Container	82.77	34.07	116.84	83.98	34.32	118.30	84.36	34.07	118.43
1.5 Cu Yd. Container	124.16	51.10	175.26	127.96	51.57	179.53	128.76	51.57	180.33
2 Cu Yd. Container	165.55	68.14	233.69	171.94	68.61	240.55	173.14	68.61	241.76
3 Cu Yd. Container	206.94	85.18	292.12	216.33	85.94	302.27	218.34	85.94	303.98
4 Cu Yd. Container	248.33	102.22	340.55	257.72	103.00	350.72	260.34	103.00	352.00
6 Cu Yd. Container	330.11	136.89	467.00	343.89	138.52	482.41	346.30	138.52	484.82
Extra loose cubic yard, per pickup	10.24	4.13	14.37	15.30	6.64	21.94	15.40	6.63	22.93
Commercial/Multifamily Yard Debris									
1 96 Gallon Cart, weekly collection	9.66		9.66	9.66		9.66	9.72		9.72
1 2 cubic yard container, weekly	101.52		101.52	101.52		101.52	102.15		102.15
1 extra cubic yard	50.76		50.76	50.76		50.76	51.06		51.06
New Rates - effective 1/1/13									
New Rates - effective 1/1/13									
New Rates - effective 1/1/14									
Service Class & Services	Monthly Rental	Daily Rental	Charge/Haul/Ton	Monthly Rental	Daily Rental	Charge/Haul/Ton	Monthly Rental	Daily Rental	Charge/Haul/Ton
ROLL OFF									
Non-compacted Drop-box Service									
1 10 Cu Yd. Container	46.48		143.20	46.48		143.20	46.91		144.10
1 15 Cu Yd. Container	46.48		143.20	46.48		143.20	46.91		144.10
1 20 Cu Yd. Container	56.53		143.20	56.53		143.20	57.05		144.10
1 25 Cu Yd. Container	56.53		143.20	56.53		143.20	57.05		144.10
1 30 Cu Yd. Container	82.92		143.20	82.92		143.20	83.68		144.10
1 40 Cu Yd. Container	82.92		143.20	82.92		143.20	83.68		144.10
Compacted Drop-box Service									
1 10 Cu Yd. Container			143.20			143.20			144.10
1 15 Cu Yd. Container			143.20			143.20			144.10
1 20 Cu Yd. Container			143.20			143.20			144.10
1 25 Cu Yd. Container			143.20			143.20			144.10
1 30 Cu Yd. Container			143.20			143.20			144.10
1 40 Cu Yd. Container			143.20			143.20			144.10
Roll Off Disposal *			132.18			132.18			132.18

Service Class & Services	New Rates - effective 1/1/13				New Rates - effective 1/1/14			
	Daily Rent	Service Charge	Daily Rent	Service Charge	Daily Rent	Service Charge	Daily Rent	Service Charge
Temporary Drop-box Service								
1 10 Cu. Yd. Container	\$ 3.12	\$ 149.47	\$ 3.12	\$ 149.47	\$ 3.14	\$ 150.41	\$ 3.14	\$ 150.41
1 15 Cu. Yd. Container	\$ 3.12	\$ 149.47	\$ 3.12	\$ 149.47	\$ 3.14	\$ 150.41	\$ 3.14	\$ 150.41
1 20 Cu. Yd. Container	\$ 3.75	\$ 149.47	\$ 3.75	\$ 149.47	\$ 3.78	\$ 150.41	\$ 3.78	\$ 150.41
1 25 Cu. Yd. Container	\$ 3.75	\$ 149.47	\$ 3.75	\$ 149.47	\$ 3.78	\$ 150.41	\$ 3.78	\$ 150.41
1 30 Cu. Yd. Container	\$ 5.63	\$ 149.47	\$ 5.63	\$ 149.47	\$ 5.68	\$ 150.41	\$ 5.68	\$ 150.41
1 40 Cu. Yd. Container	\$ 5.63	\$ 149.47	\$ 5.63	\$ 149.47	\$ 5.68	\$ 150.41	\$ 5.68	\$ 150.41
Additional Services								
Additional Mileage Charge								
For Hauls to Other Sites								
Charge Per Mile		\$ 4.23		\$ 4.23		\$ 4.23		\$ 4.23
Return Trip		\$ 22.00		\$ 22.00		\$ 22.14		\$ 22.14
Solid Drop-box Lid Charge (per month)		\$ 6.98		\$ 6.98		\$ 6.98		\$ 6.98
Steam Cleaning (per yd.)		\$ 10.00		\$ 10.00		\$ 10.14		\$ 10.14
Minimum Charge		\$ 4.23		\$ 4.23		\$ 4.23		\$ 4.23
Stand-By Time (per minute)		\$ 1.40		\$ 1.40		\$ 1.40		\$ 1.40
Disconnect Hydraulics for Roll Off containers		\$ 8.54		\$ 8.54		\$ 8.54		\$ 8.54
Hourly Rates								
Rear/Side Load Packer & Driver		\$ 87.65		\$ 87.65		\$ 88.20		\$ 88.20
Front Load Packer & Driver		\$ 87.65		\$ 87.65		\$ 88.20		\$ 88.20
Drop Box Truck & Driver		\$ 87.65		\$ 87.65		\$ 88.20		\$ 88.20
Additional Labor (per person)		\$ 43.14		\$ 43.14		\$ 43.14		\$ 43.14

* 10% more than the gate rate at the appropriate disposal site

Consumer Price Index - Urban Wage Earners and Clerical Workers
Original Data Value

Series Id: CWURAA423AAO
 Not Seasonally Adjusted
 Area: Seattle-Tacoma-Bremerton, WA
 Item: All items - old base
 Base Period: 1967=100
 Years: 2002 to 2013

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2	% of Change	% of Change
2002	541.2	544.6	544.6	544.6	544.6	545.1	548.2	548.2	548.2	550.2	547.6	545.9	545.9	543.2	548.5		
2003	552.2	554.6	554.6	554.6	554.6	550.8	558.2	558.2	558.2	557.1	549.5	553.6	553.6	552.3	555.0	0.8606%	0.8685%
2004	556.9	560.8	560.8	560.8	560.8	564.7	562.4	562.4	562.4	568.2	564.5	562.3	562.3	559.5	565.0	2.5236%	2.0189%
2005	570.5	581.9	581.9	581.9	581.9	577.8	579.3	579.3	579.3	589.0	581.7	579.3	579.3	575.6	583.0	2.3198%	1.8559%
2006	587.3	600.5	600.5	600.5	600.5	604.4	608.5	608.5	608.5	604.9	606.0	600.9	600.9	595.5	606.3	4.6037%	3.6829%
2007	610.243	624.011	624.011	624.011	624.011	624.491	623.512	623.512	623.512	632.077	634.795	623.650	623.650	618.034	629.267	3.3241%	2.6593%
2008	641.641	648.020	648.020	648.020	648.020	663.117	662.228	662.228	662.228	654.557	641.914	651.608	651.608	643.556	654.659	6.1852%	4.9482%
2009	648.819	653.138	653.138	653.138	653.138	658.432	658.077	658.077	658.077	656.493	655.206	654.472	654.472	652.083	656.861	-0.7065%	-0.5652%
2010	656.122	659.369	659.369	659.369	659.369	658.027	662.734	662.734	662.734	661.751	660.981	659.589	659.589	657.904	661.575	-0.0615%	-0.0492%
2011	669.693	677.177	677.177	677.177	677.177	682.392	683.835	683.835	683.835	690.178	686.028	680.504	680.504	674.632	686.378	3.7027%	2.9622%
2012	688.352	696.440	696.440	696.440	696.440	700.634	702.199	702.199	702.199	705.75	695.788	697.784	697.784	693.922	701.648	2.6732%	2.1386%
2013	701.583	704.143	704.143	704.143	704.143	708.763								703.747		1.1602%	0.9282%

3.3 Compensation Adjustments

The Street Preservation Fee and the Contractor's collection service charges as set forth in Attachment B, excluding waste disposal fees, for each level of service shall increase or decrease each year by eighty percent (80%) of the annual percentage change in the Consumer Price Index for the Seattle-Tacoma Metropolitan Area for Urban Wage Earners and Clerical Workers, all Items (Revised Series) (CPI-W1987=100), produced by the United States Department of Labor, Bureau of Labor Statistics or a replacement index. Adjustments will be based on the twelve-month period ending June 30th of the previous year.

Adjustments to the Street Preservation Fee and the Contractor's collection service charges will be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) will not be considered when making adjustments.

Rates will be adjusted annually, beginning January 1, 2007. On or by October 15th of each year, starting October 15th, 2006, the Contractor shall submit to the City for review and approval a Rate Adjustment Statement calculating the new rates to be charged City customers. On City approval, the new rates will take effect on January 1st of the following year. On or by October 15th of each year, the City shall inform the Contractor of the amount of the Street Preservation Fee for the following year.

Periodic adjustments will also be made to Contractor collection rates to reflect increases or decreases in King County disposal fees for solid waste or Organic processing costs. In the event of a change in King County disposal fees, the disposal fee component of rates charged to customers will be adjusted based on disposal component of the rates found in Attachment B of this Contract. If there is a material change in the contractor's processing costs for organic material, the Contractor and the City will negotiate in good faith to provide offsetting compensation to the Contractor for these additional costs. The City shall have the option of terminating the Food Waste element of the Organics collection program.

City of Bothell Franchise Fees

<u>Year</u>	<u>Franchise Fee</u>	<u>Change In Index</u> %
2010	\$ 27,765.37	
2011	\$ 27,751.70	-0.0492%
2012	\$ 28,573.75	2.9622%
2013	\$ 29,184.82	2.1386%
2014	\$ 29,455.70	0.9282%

Robin Schaefer - Fwd: Performance Bond

From: Sabrina Combs
To: CityClerk
Date: 3/21/2013 4:25 PM
Subject: Fwd: Performance Bond
CC: Julie Evans
Attachments: DOC.PDF

Please add this to the Waste Management files for reference. I am copying Julie just in case she needs it for her records/reference too.

Thanks,

Sabrina Combs
Recycling and Public Services Projects Administrator
City of Bothell
9654 NE 182nd Street
Bothell, WA 98011
Phone: (425) 486-2768 x4406
Fax: (425) 486-2489
Email: Sabrina.Combs@ci.bothell.wa.us

Please think before you print this message.



Aon Risk Services Southwest, Inc.
5555 San Felipe St., Suite 1500
Houston, TX 77056

Caroll Malabanan
WASTE MANAGEMENT OF WASHINGTON, INC.
13225 N.E. 126th Place
Kirkland, WA, 98034-8701

RE: Bond No. 81132000
CITY OF BOTHELL

Dear Caroll Malabanan:

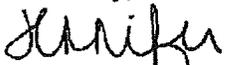
Enclosed please find the renewal document for the above referenced bond. This document has been executed at your request for the January 1, 2013 to December 31, 2013.

Please forward the original to CITY OF BOTHELL and retain a copy for your files.

If you have any questions or need further assistance, please contact the Financial Assurance department at your Corporate office; contact information is:

- Gineth Mata 713-394-2317
- Ruby Lopez 713-512-6537
- Laura Sudduth 713-512-6536

Sincerely,


Jennifer Copeland

enclosures
2325821

CC: Donna Meals, Director Financial Assurance – WM Corporate

BOND NO. 81132000

RIDER

To be attached to and form a part of Bond No. 81132000
executed by WASTE MANAGEMENT OF WASHINGTON, INC. as Principal
and by FEDERAL INSURANCE COMPANY as Surety,
in favor of CITY OF BOTHELL
and effective as of January 1, 2001

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing the penal sum on this bond

FROM: One Million One Hundred Ninety Two Thousand Four Hundred Nineteen and 25/100 Dollars (\$1,192,419.25)

TO: One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00)

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated. This rider is effective on the 1st day of January, 2013.

Signed and sealed this 28th day of November, 2012.

WASTE MANAGEMENT OF WASHINGTON, INC.
Principal
BY: Jennifer S. Copeland
Jennifer S. Copeland Attorney-in-Fact

FEDERAL INSURANCE COMPANY
Surety
BY: Nancy A. Thomas
Nancy A. Thomas Attorney-in-Fact



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Margaret Buboltz, U. Theresa Gardner, Michael J. Herrod, Wendy W. Stuckey, Nancy A. Thomas, Lupe Tyler and Lisa A. Ward of Houston Texas

and as their true and lawful Attorney-in-Fact to execute under such designation in their names and with their corporate seals to and deliver to the holder of this bond or otherwise, orders and undertakings and other writings pertaining in the nature thereof either in a bond being given or executed in U.S. or foreign business instruments amending or altering the same, and consenting to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have hereunto subscribed their names and affixed their corporate seals, on this 1st day of September, 2012.

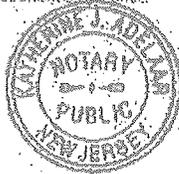
Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset

On this 1st day of September, 2012, before me, a Notary Public of New Jersey personally known to me (Kenneth C. Wendel), to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the Companies, who executed the foregoing Power of Attorney; and the said Kenneth C. Wendel, being by me duly sworn, do depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof; that the seals placed in the foregoing Power of Attorney are such corporate seals and were affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., who knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr. attached to said Power of Attorney is his genuine handwriting; David B. Norris, Jr., and was thereto subscribed by authority of the By-Laws and in document's presence.

Notarial Seat



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014

Katherine J. Adelaar, Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY

All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by force of any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact, for purposes only of executing and attesting to its due undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such officer's signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the Companies, do hereby certify that:

- (i) the foregoing extract of the By-Laws of the Companies is true and correct;
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 28th day of December, 2012



Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that each of the entities listed on Exhibit A attached hereto (individually, the "Corporation"), has constituted and appointed and does hereby constitute and appoint Margaret Buboltz, Jennifer S. Copeland, Michael J. Herrod, Wendy W. Stuckey, Nancy Thomas, Lupe Tyler, Stephenie Whittington, and Stephanie Wiggins of Aon Risk Services Southwest, Inc., each its true and lawful Attorney-in-fact to execute under such designation in its name and to affix its corporate seal to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States^{of} of America or any agency thereof, including lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of contractors in connection with bids, proposals or contracts.

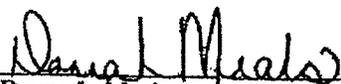
The foregoing powers granted by the Corporation shall be subject to and conditional upon the written direction of any officer (or any designee of any such officer) to execute and deliver any such bonds.

The signatures and attestations of such Attorneys-in-fact and the seal of the Corporation may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed.

IN WITNESS WHEREOF, the Corporation has caused these presents to be signed by its Vice President and Treasurer and its corporate seal to be hereto affixed this 20th day of November, 2012.

Witness:

Waste Management, Inc.



Donna L. Meals
Director, Financial Assurance



Devina A. Rankin
Vice President and Treasurer

CONTINUATION
CERTIFICATE

FEDERAL INSURANCE COMPANY

, Surety upon

a certain Bond No. 81132000

dated effective 1/1/2001
(MONTH-DAY-YEAR)

on behalf of WASTE MANAGEMENT OF WASHINGTON, INC.
(PRINCIPAL)

and in favor of CITY OF BOTHELL
(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on 1/1/2013
(MONTH-DAY-YEAR)

and ending on 12/31/2013
(MONTH-DAY-YEAR)

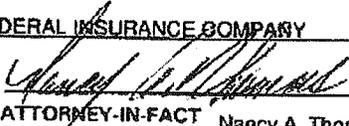
Amount of bond \$1,500,000.00

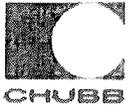
Description of bond Comprehensive Garbage, Recyclables and Yard Debris Collection Contract

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on 11/28/2012
(MONTH-DAY-YEAR)

FEDERAL INSURANCE COMPANY

By 
ATTORNEY-IN-FACT Nancy A. Thomas



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All, by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Margaret Buboltz, U. Theresa Gardner, Michael J. Herröd, Wendy W. Stuckey, Nancy A. Thomas, Lupe Tyler and Lisa A. Ward of Houston Texas

Each of their true and lawful Attorney, in Full to execute under such title in their names and to affix their own seals to and deliver for and on their behalf as surety bonds and underwritings and other writings and obligations in nature thereof, for an obligation given or executed in the course of business, and any amendments regarding or altering the same and consent to the modification or alteration of any instrument referred to in said bonds or on obligations

In Witness Whereof, said FEDERAL INSURANCE COMPANY VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY have each executed and affixed their corporate seals and affixed their corporate seals on this 1st day of September, 2012.

Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr.
David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset

On this 1st day of September, 2012 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY, who executed the foregoing Power of Attorney, and said Kenneth C. Wendel being by me, duly sworn to did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies, and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies and that the signature of David B. Norris, Jr. subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by and only of said B. Norris and in his own presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316688
Commission Expires July 16, 2014

Katherine J. Adelaar
Notary Public

CERTIFICATION

Executed from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY

All powers of attorney for and on behalf of the Company may and shall be executed in the name, and on behalf of the Company either by the Chairman of the Board, President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers, Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and underwritings and other writings obligatory on the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or underwriting to which it is attached.

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that:

- (i) the foregoing extract of the By-Laws of the Companies is true and correct;
- (ii) the Companies are duly licensed and authorized to transact surety business in all 30 of the United States of America and the District of Columbia as authorized by the U.S. Treasury Department; further Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 28th day of November, 2012



Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE. OR BY Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

DIRECTOR APPROVAL FOR CONTRACT

Department: Public Works

Contractor: Waste Management, Inc.

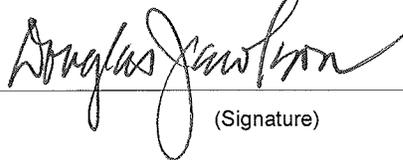
Amount: None

Brief Description: Amendment to Waste Management contract to create a ten percent discount program for Senior Citizens 62 and over on their Waste Management bill. Discount program costs will be paid for by Waste Management, Inc.

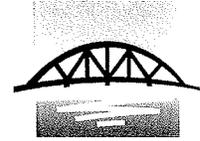
Impact if Not Executed: No discount will be provided to Senior Citizens

Date Department Director Reviewed & Approved Contract: **June 10, 2008**

Approved by Department Director:



(Signature)



City of Bothell™

June 23, 2008

Waste Management of Washington, Inc.

ATTN: Jeff McMahon

13225 NE 126th Place

Kirkland, WA 98034

**RE: Amendment No. 1 to the Solid Waste & Recycling Services contract;
Jan 2006 – Dec 2012**

Dear Jeff:

Please find enclosed the fully executed supplemental agreement between the City of Bothell and Waste Management, Inc. for your records.

If you have any questions or concerns, please feel free to contact me.

Thank you sincerely,

Sandra Lewis

Senior Office Specialist

City Clerk Division

City of Bothell

Enclosure

cc: Sabrina Combs, Public Works
Denise McCormack, Public Works

18305 101st Ave. NE
Bothell, WA 98011
425.486.3256
www.ci.bothell.wa.us

CONTRACT & AGREEMENT ROUTING FORM

- This form **must be completed** for all contracts by the Department of Origin
- To expedite routing, Department of Origin should obtain contractor's signature before forwarding to the Clerk's Office
- Send this form along with **3 originals** to the Clerk's Office for review by Legal, Finance, City Manager, & City Clerk

08-145

Do I need to send my contract to the Clerk's Office for routing?

Yes, regardless of amount or authorized signer, all contracts entered into by the City must be on file with the Clerk's Office

Who should SIGN the contract? **Contracts signed by the Dept Director still need to be routed through the Clerk's Office**

Purpose of Contract	Authorized Signer	
Supplies, Equipment, Non-Professional Services, and Information Services	Less than \$30,000	Dept Director**
	\$30,000 or more	City Manager
Public Works and Professional Services	Regardless of amount	City Manager

Council Approval Required:

- Contracts for legal services that are **\$30,000** or more
- Contracts for public works and professional services that are **\$50,000** or more
- Contracts for supplies, equipment, non-professional services and information services that are **\$100,000** or more
- Professional Service amendments that increase the cost of a contract by more than **10% or \$50,000** (whichever is less)
- Public Works project change orders that **exceed** previously approved budgeted amount
- Public Works project change orders, if the contract total increases to **\$200,000** or more and the cumulative amount of change orders exceeds **10%** of the original contract
- Interlocal agreements

Date Scheduled for Council Consideration: 6/10/08 **Date Approved by Council:** 6/10/08

Dept of Origin: PW ***Director Approval Coversheet:** **Staff Contact:** Sabrina Combs

Contract with: Waste Management, Inc.

Brief Description of Contract: Amendment to contract for creation of Senior Discount.

Contract Amount: \$0.00 **Budgeted Amount:** N/A

Project Code: N/A **BARS Code:** N/A

Duration of Work: 4 years From: June 2008 To: December 31, 2012

Is this contract: One-time: Annual Renewal: Ongoing, until party/parties cancel:

Certificate of Insurance Required: YES NO **If no, explain:** _____

If Yes, Amount / Type of Insurance: _____

Originator: When possible, please obtain Contractor signature first, then forward to Clerk's Office for routing

Forwarded to **City Attorney** on: 6/11/08 Signed by **Contractor/Consultant** on:

Forwarded to **Finance** on: N/A Reviewed/Signed by **City Attorney** on: 6/16

Business License and Budget Review by **Ted** on: N/A

Reviewed by **Finance Director** on: 1A

Send SOW to Council (Y or N):

Forwarded to **City Manager** on: 6/11/08 Approved/Signed by **City Manager** on: 6/11/08

Forwarded to **City Clerk** on: 6/11/08 Signed by **City Clerk** on: 6/11/08

Rec'd in Clerks: _____ Mailed for Signature: _____ Distributed to Dept: 6/23 Distributed to Contractor: 6/23

COPY



City of Bothell™

November 5, 2008

Attn: Mr. Jeff McMahon
District Manager
Waste Management, SnoKing
13225 NE 126th Place
Kirkland, WA 98034

SUBJECT: 2009 CPI Rate Adjustment Notice

Dear Jeff:

The City of Bothell received your written notification of the 2009 CPI Rate Adjustment dated October 27, 2008. We have verified the information provided is correct per the contract and understand these changes will be updated in your billing system at the later part of December in order for them to take effect in January 2009.

If you have any questions, please contact me at (425) 486-2768 ext. 4406.

Sincerely,

A handwritten signature in blue ink that reads "Sabrina Combs".

Sabrina Combs
Special Projects Administrator

cc: File

Community Development &
Public Works Departments
9654 NE 182nd St.
Bothell, WA 98011
CD 425.486.8152 PW 425.486.2768
www.ci.bothell.wa.us



WASTE MANAGEMENT

13225 NE 126th Place
Kirkland, WA 98034-8701

October 27, 2008

City of Bothell
9654 NE 182nd Street
Bothell, WA

Attention: City Manager, Public Works Department

Re: 2009 CPI Rate Adjustment

Please find the enclosed 2009 rate schedule for solid waste and recycling services provided by Waste Management to the residents and businesses of The City of Bothell.

These rates are based upon the published Consumer Price Index for Urban Wage Earners and Clerical Workers in the Seattle-Tacoma-Bremerton statistical area for the year ending June 2008. This year's index was 663.10, up from 624.50 last year, which is an annual change of 6.18%. Waste Management is entitled to 80% of the CPI, which is a 4.94% increase.

Please review this schedule and let me know of any discrepancies, as Waste Management will adjust our billing system to reflect these changes in the later part of December.

Waste Management looks forward to providing quality waste and recycling services to The City of Bothell in the year ahead.

Sincerely,

A handwritten signature in blue ink that reads "Jeff McMahan".

Jeff McMahan
District Manager
Waste Management, SnoKing

From everyday collection to environmental protection, Think Green®. Think Waste Management.

Databases, Tables & Calculators by Subject



Data extracted on: October 06, 2008 (06:48 PM)

Consumer Price Index-Urban Wage Earners and Clerical Workers

Series Catalog:

Series ID : CWURA423AA0

Not Seasonally Adjusted
Area : Seattle-Tacoma-Bremerton, WA
Item : All items - old base
Base Period : 1967=100

Data:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann
2005		570.5		581.9		577.8		579.3		589		581.7	579.3
2006		587.3		600.5		604.4		608.5		604.9		606	600.9
2007		610.243		624.011		624.491		623.512		632.077		634.795	623.65
2008		641.641		648.02		663.117		662.228					

624.491

663.117

% of Change 6.185%

80% of Change 4.948%

Waste Management - Sno-King

prepared 10-06-2008

City of Bothell Contract Rate Sheet							
Service Class & Services	# of Customers Pick ups/Hauls	New Rates - effective 1/1/2008			New Rates - effective 1/1/2009		
		Service	Disposal	Total	Service	Disposal	Total
RESIDENTIAL							
Monthly Service							
35 gal. cart		\$ 2.55	\$ 4.15	\$ 6.70	\$ 2.68	\$ 4.15	\$ 6.83
Weekly Service							
20 gal. mini-cart	626	\$ 3.65	\$ 4.27	\$ 7.92	\$ 3.83	\$ 4.27	\$ 8.10
35 gal. cart	5,016	\$ 6.17	\$ 7.02	\$ 13.19	\$ 6.48	\$ 7.02	\$ 13.50
64 gal. cart	1,561	\$ 13.46	\$ 12.82	\$ 26.28	\$ 14.13	\$ 12.82	\$ 26.95
96 gal. cart	303	\$ 20.20	\$ 19.22	\$ 39.42	\$ 21.20	\$ 19.22	\$ 40.42
Extra garbage Cans/Bags (EA.)		\$ 3.49	\$ 1.32	\$ 4.81	\$ 3.66	\$ 1.32	\$ 4.98
Extra Yard Debris Service							
Extra YW Cans/Bags (EA.)		\$ 4.33		\$ 4.33	\$ 4.54		\$ 4.54
Extra 96 Gal. YW Cart		\$ 5.37		\$ 5.37	\$ 5.64		\$ 5.64
Miscellaneous Fees:							
Return Trip		\$ 6.40	\$ -	\$ 6.40	\$ 6.72	\$ -	\$ 6.72
Drive-in Charge		\$ 9.48	\$ -	\$ 9.48	\$ 9.95	\$ -	\$ 9.95
Redelivery Fee		\$ 17.16	\$ -	\$ 17.16	\$ 18.01	\$ -	\$ 18.01
Residential carry-out surcharge							
All residential Can/Cart Service Levels		\$ 17.16	\$ -	\$ 17.16	\$ 18.01	\$ -	\$ 18.01
On-Call Bulky Waste Collection:							
Appliances (non-refrigerant)		\$ 51.52	\$ -	\$ 51.52	\$ 54.07	\$ -	\$ 54.07
Refrigerators/Freezers		\$ 51.52	\$ 29.42	\$ 80.94	\$ 54.07	\$ 29.42	\$ 83.49
Sofas		\$ 51.52	\$ 4.85	\$ 56.37	\$ 54.07	\$ 4.85	\$ 58.92
Chairs		\$ 34.36	\$ 3.58	\$ 37.94	\$ 36.06	\$ 3.58	\$ 39.64
Mattress or Box Springs		\$ 25.19	\$ 2.42	\$ 27.61	\$ 26.44	\$ 2.42	\$ 28.86
Tires: Auto/Light Truck		\$ 17.16	\$ 5.77	\$ 22.93	\$ 18.01	\$ 5.77	\$ 23.78
Bus/Heavy Truck		\$ 17.16	\$ 8.65	\$ 25.81	\$ 18.01	\$ 8.65	\$ 26.66
Add'l for Rims or Wheels		\$ 12.60	\$ -	\$ 12.60	\$ 13.22	\$ -	\$ 13.22
Miscellaneous, per cubic yard		\$ 61.84	\$ 23.80	\$ 85.64	\$ 64.90	\$ 23.80	\$ 88.70
Temporary Container Service:							
Temp. 2 Yard Container		\$ 83.70	\$ 10.96	\$ 94.66	\$ 87.84	\$ 10.96	\$ 98.80
Daily Rent		\$ 1.42	\$ -	\$ 1.42	\$ 1.49	\$ -	\$ 1.49
Delivery Fee		\$ 25.75	\$ -	\$ 25.75	\$ 27.02	\$ -	\$ 27.02
Temp. 4 Yard Container		\$ 87.71	\$ 19.50	\$ 107.21	\$ 92.05	\$ 19.50	\$ 111.55
Daily Rent		\$ 1.71	\$ -	\$ 1.71	\$ 1.79	\$ -	\$ 1.79
Delivery Fee		\$ 25.75	\$ -	\$ 25.75	\$ 27.02	\$ -	\$ 27.02
Temp. 6 Yard Container		\$ 100.46	\$ 27.41	\$ 127.87	\$ 105.43	\$ 27.41	\$ 132.84
Daily Rent		\$ 2.28	\$ -	\$ 2.28	\$ 2.39	\$ -	\$ 2.39
Delivery Fee		\$ 25.75	\$ -	\$ 25.75	\$ 27.02	\$ -	\$ 27.02
Temp. 40 yard Container		\$ 842.80	\$ 951.88	\$ 1,794.68	\$ 884.47	\$ 951.88	\$ 1,836.35
Daily Rent		\$ 80.14	\$ -	\$ 80.14	\$ 84.10	\$ -	\$ 84.10

COMMERCIAL							
Commercial/Multifamily Carts							
35 gal. cart		\$ 15.34	\$ 5.68	\$ 21.02	\$ 16.10	\$ 5.68	\$ 21.78
64 gal. cart		\$ 29.92	\$ 11.08	\$ 41.00	\$ 31.40	\$ 11.08	\$ 42.48
96 gal. cart		\$ 34.11	\$ 12.62	\$ 46.73	\$ 35.80	\$ 12.62	\$ 48.42
Extra garbage Cans/Bags (EA.)		\$ 3.55	\$ 1.32	\$ 4.87	\$ 3.73	\$ 1.32	\$ 5.05
Miscellaneous Services							
Return Trip		\$ 20.02	\$ -	\$ 20.02	\$ 21.01	\$ -	\$ 21.01
Carry-Out Svc (Per Can)		\$ 9.48	\$ -	\$ 9.48	\$ 9.95	\$ -	\$ 9.95
Redelivery Fee		\$ 17.16	\$ -	\$ 17.16	\$ 18.01	\$ -	\$ 18.01
Roll-out Container		\$ 11.57	\$ -	\$ 11.57	\$ 12.14	\$ -	\$ 12.14
Disconnect Hydraulics		\$ 7.74	\$ -	\$ 7.74	\$ 8.12	\$ -	\$ 8.12
Unlock Container		\$ 9.18	\$ -	\$ 9.18	\$ 9.63	\$ -	\$ 9.63
Gate Opening		\$ 9.48	\$ -	\$ 9.48	\$ 9.95	\$ -	\$ 9.95
Steam Cleaning (Per Yd.)		\$ 9.48	\$ -	\$ 9.48	\$ 9.95	\$ -	\$ 9.95
Com'l/Multifamily Uncompacted Containers:							
1 Cu. Yd. Uncompacted							
1 Pickup/Week/Container	25	\$ 52.26	\$ 17.45	\$ 69.71	\$ 54.84	\$ 17.45	\$ 72.29
2 Pickups/Week/Container	5	\$ 115.53	\$ 38.96	\$ 154.49	\$ 121.24	\$ 38.96	\$ 160.20
3 Pickups/Week/Container	5	\$ 178.83	\$ 60.49	\$ 239.32	\$ 187.67	\$ 60.49	\$ 248.16
4 Pickups/Week/Container		\$ 241.68	\$ 81.85	\$ 323.53	\$ 253.63	\$ 81.85	\$ 335.48
5 Pickups/Week/Container		\$ 304.84	\$ 103.33	\$ 408.17	\$ 319.91	\$ 103.33	\$ 423.24
1.5 Cu. Yd. Uncompacted							
1 Pickup/Week/Container		\$ 78.20	\$ 26.10	\$ 104.30	\$ 82.07	\$ 26.10	\$ 108.17
2 Pickups/Week/Container		\$ 167.43	\$ 56.27	\$ 223.70	\$ 175.71	\$ 56.27	\$ 231.98
3 Pickups/Week/Container		\$ 257.12	\$ 86.61	\$ 343.73	\$ 269.83	\$ 86.61	\$ 356.44
4 Pickups/Week/Container		\$ 345.87	\$ 116.61	\$ 462.48	\$ 362.97	\$ 116.61	\$ 479.58
5 Pickups/Week/Container		\$ 435.09	\$ 146.78	\$ 581.87	\$ 456.60	\$ 146.78	\$ 603.38
2 Cu. Yd. Uncompacted							
1 Pickup/Week/Container	25	\$ 104.45	\$ 34.87	\$ 139.32	\$ 109.61	\$ 34.87	\$ 144.48
2 Pickups/Week/Container	8	\$ 219.92	\$ 73.81	\$ 293.73	\$ 230.79	\$ 73.81	\$ 304.60
3 Pickups/Week/Container		\$ 335.41	\$ 112.75	\$ 448.16	\$ 351.99	\$ 112.75	\$ 464.74
4 Pickups/Week/Container		\$ 450.06	\$ 151.39	\$ 601.45	\$ 472.31	\$ 151.39	\$ 623.70
5 Pickups/Week/Container		\$ 565.33	\$ 190.25	\$ 755.58	\$ 593.28	\$ 190.25	\$ 783.53
3 Cu. Yd. Uncompacted							
1 Pickup/Week/Container	27	\$ 156.71	\$ 52.30	\$ 209.01	\$ 164.46	\$ 52.30	\$ 216.76
2 Pickups/Week/Container	14	\$ 324.45	\$ 108.69	\$ 433.14	\$ 340.49	\$ 108.69	\$ 449.18
3 Pickups/Week/Container	2	\$ 492.20	\$ 165.08	\$ 657.28	\$ 516.53	\$ 165.08	\$ 681.61
4 Pickups/Week/Container		\$ 658.72	\$ 221.02	\$ 879.74	\$ 691.29	\$ 221.02	\$ 912.31
5 Pickups/Week/Container		\$ 826.15	\$ 277.29	\$ 1,103.44	\$ 866.99	\$ 277.29	\$ 1,144.28
4 Cu. Yd. Uncompacted							
1 Pickup/Week/Container	50	\$ 208.90	\$ 69.72	\$ 278.62	\$ 219.23	\$ 69.72	\$ 288.95
2 Pickups/Week/Container	25	\$ 428.82	\$ 143.52	\$ 572.34	\$ 450.02	\$ 143.52	\$ 593.54
3 Pickups/Week/Container	7	\$ 648.75	\$ 217.33	\$ 866.08	\$ 680.82	\$ 217.33	\$ 898.15
4 Pickups/Week/Container		\$ 867.08	\$ 290.54	\$ 1,157.62	\$ 909.95	\$ 290.54	\$ 1,200.49
5 Pickups/Week/Container		\$ 1,086.61	\$ 364.42	\$ 1,451.03	\$ 1,140.33	\$ 364.42	\$ 1,504.75
6 Cu. Yd. Uncompacted							
1 Pickup/Week/Container	55	\$ 313.34	\$ 104.58	\$ 417.92	\$ 328.83	\$ 104.58	\$ 433.41
2 Pickups/Week/Container	40	\$ 645.33	\$ 213.24	\$ 858.57	\$ 677.24	\$ 213.24	\$ 890.48
3 Pickups/Week/Container	8	\$ 964.63	\$ 321.91	\$ 1,286.54	\$ 1,012.32	\$ 321.91	\$ 1,334.23
4 Pickups/Week/Container		\$ 1,286.64	\$ 429.69	\$ 1,716.33	\$ 1,350.25	\$ 429.69	\$ 1,779.94
5 Pickups/Week/Container		\$ 1,610.42	\$ 538.14	\$ 2,148.56	\$ 1,690.04	\$ 538.14	\$ 2,228.18
8 Cu. Yd. Uncompacted							
1 Pickup/Week/Container	70	\$ 427.97	\$ 139.45	\$ 567.42	\$ 449.13	\$ 139.45	\$ 588.58
2 Pickups/Week/Container	50	\$ 850.02	\$ 282.98	\$ 1,133.00	\$ 892.04	\$ 282.98	\$ 1,175.02
3 Pickups/Week/Container	20	\$ 1,282.25	\$ 426.50	\$ 1,708.75	\$ 1,345.64	\$ 426.50	\$ 1,772.14
4 Pickups/Week/Container		\$ 1,707.96	\$ 568.88	\$ 2,276.84	\$ 1,792.40	\$ 568.88	\$ 2,361.28
5 Pickups/Week/Container		\$ 2,136.01	\$ 712.12	\$ 2,848.13	\$ 2,241.61	\$ 712.12	\$ 2,953.73
Compacted Containers:							
1 Cu. Yd. Container		\$ 58.15	\$ 66.29	\$ 124.44	\$ 61.02	\$ 66.29	\$ 127.31
1.5 Cu. Yd. Container		\$ 87.42	\$ 99.18	\$ 186.60	\$ 91.74	\$ 99.18	\$ 190.92
2 Cu. Yd. Container		\$ 116.31	\$ 132.48	\$ 248.79	\$ 122.06	\$ 132.48	\$ 254.54
3 Cu. Yd. Container		\$ 174.47	\$ 198.76	\$ 373.23	\$ 183.10	\$ 198.76	\$ 381.86
4 Cu. Yd. Container		\$ 232.64	\$ 264.94	\$ 497.58	\$ 244.14	\$ 264.94	\$ 509.08
6 Cu. Yd. Container		\$ 348.96	\$ 397.41	\$ 746.37	\$ 366.21	\$ 397.41	\$ 763.62
Extra loose cubic yard, per pickup		\$ 13.91	\$ 5.15	\$ 19.06	\$ 14.60	\$ 5.15	\$ 19.75
Commercial/Multifamily Yard Debris							
1 96 Gallon Cart, weekly collection		\$ 8.79	\$ -	\$ 8.79	\$ 9.22	\$ -	\$ 9.22
1 2 cubic yard container, weekly		\$ 92.29	\$ -	\$ 92.29	\$ 96.85	\$ -	\$ 96.85
1 extra cubic yard		\$ 46.15	\$ -	\$ 46.15	\$ 48.43	\$ -	\$ 48.43

Service Class & Services	New Rates - effective 1/1/08			New Rates - effective 1/1/09		
	Monthly Rental	Daily Rental	Charge/Haul/Ton	Monthly Rental	Daily Rental	Charge/Haul/Ton
ROLL OFF						
Non-compacted Drop-box Service						
1 10 Cu. Yd. Container	\$ 42.37		\$ 130.18	\$ 44.46		\$ 136.62
1 15 Cu. Yd. Container	\$ 42.37		\$ 130.18	\$ 44.46		\$ 136.62
1 20 Cu. Yd. Container	\$ 51.52		\$ 130.18	\$ 54.07		\$ 136.62
1 25 Cu. Yd. Container	\$ 51.52		\$ 130.18	\$ 54.07		\$ 136.62
1 30 Cu. Yd. Container	\$ 75.57		\$ 130.18	\$ 79.31		\$ 136.62
1 40 Cu. Yd. Container	\$ 75.57		\$ 130.18	\$ 79.31		\$ 136.62
Compacted Drop-box Service						
1 10 Cu. Yd. Container			\$ 130.18			\$ 136.62
1 15 Cu. Yd. Container			\$ 130.18			\$ 136.62
1 20 Cu. Yd. Container			\$ 130.18			\$ 136.62
1 25 Cu. Yd. Container			\$ 130.18			\$ 136.62
1 30 Cu. Yd. Container			\$ 130.18			\$ 136.62
0 40 Cu. Yd. Container			\$ 130.18			\$ 136.62
Roll Off Disposal *			\$ 104.50			\$ 104.50
Service Class & Services	New Rates - effective 1/1/08			New Rates - effective 1/1/09		
	Daily Rent		Service Charge	Daily Rent		Service Charge
Temporary Drop-box Service						
1 10 Cu. Yd. Container	\$ 2.86		\$ 135.87	\$ 3.00		\$ 142.59
1 15 Cu. Yd. Container	\$ 2.86		\$ 135.87	\$ 3.00		\$ 142.59
1 20 Cu. Yd. Container	\$ 3.43		\$ 135.87	\$ 3.60		\$ 142.59
1 25 Cu. Yd. Container	\$ 3.43		\$ 135.87	\$ 3.60		\$ 142.59
1 30 Cu. Yd. Container	\$ 5.15		\$ 135.87	\$ 5.40		\$ 142.59
1 40 Cu. Yd. Container	\$ 5.15		\$ 135.87	\$ 5.40		\$ 142.59
Additional Services						
Additional Mileage Charge For Hauls to Other Sites Charge Per Mile			\$ 3.84			\$ 4.03
Return Trip			\$ 20.02			\$ 21.01
Solid Drop-box Lid Charge (per month)			\$ 6.30			\$ 6.61
Steam Cleaning (per yd.)			\$ 9.16			\$ 9.61
Minimum Charge			\$ 3.84			\$ 4.03
Stand-By Time (per minute)			\$ 1.33			\$ 1.40
Disconnect Hydraulics for Roll Off containers			\$ 7.74			\$ 8.12
Hourly Rates						
Rear/Side Load Packer & Driver			\$ 79.69			\$ 83.63
Front Load Packer & Driver			\$ 79.69			\$ 83.63
Drop Box Truck & Driver			\$ 79.69			\$ 83.63
Additional Labor (per person)			\$ 39.22			\$ 41.16

* 10% more than the gate rate at the appropriate disposal site

CONTRACT & AGREEMENT ROUTING FORM

This form to be completed by Department of Origin for all contracts & agreements. Department must obtain signatures from the Contractor. After Contractor signature is obtained, send to the City Clerk Division to route for signatures from the City Attorney, Finance Department, and City Manager.

Council Approval Required* when Contract / Agreement is over \$25,000

City Manager Authority Sanctioned for under \$25,000

Date Scheduled for Council Consideration: 11/21/05 Date Approved by Council: 11/21/05

Department of Origin: PW Staff Contact & Ext #: Debbie Anspaugh 4404

Contract with: Waste Management Inc.

Brief Description of Contract: Provide Solid Waste and Recycling Services

Contract Amount: \$300,000.00 Budgeted Amount: \$ 280,000.00

BARS Code: 001.316.57.00.000

Duration of Work: 7 Years From: 1/1/06 To: 12/31/12

Reason/Need: _____

Certificate of Insurance Required: YES NO

If Yes, Amount / Type of Insurance: _____ If Insurance Waived, Reason: _____

IF RECORDING IS REQUIRED, COMPLETE THE RECORDING REQUEST FORM

Originator: **Please obtain the Contractor/Consultant signature first, then forward to Clerk Division to obtain remaining approvals/signatures.**

Approved/Signed by Contractor/Consultant on: _____

Forwarded to City Attorney on: 12/5

Reviewed/Signed by City Attorney on: 12/20/05

Forwarded to Finance on: 11/29

Reviewed/Approved by Finance Director on: 11/29

Reviewed/Approved by Ted/Finance on: 11/29

Forwarded to City Manager on: 11/29

Approved/Signed by City Manager on: 11/30

Forwarded to City Clerk on: 12/21

Reviewed/Signed by City Clerk on: 12/21/05

RECEIVED Clerk Division Use Only

Received by Clerk Division: NOV 28 2005

Distributed to: W.A. & P.W.

Date: 12-21-05

City of Bothell

December 21, 2005

Waste Management of Washington, Inc.

ATTN: Chris Hicks

13225 NE 126th Place

Kirkland, WA 98034

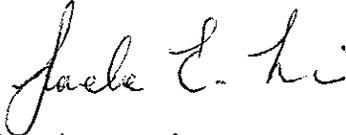
RE: Solid Waste & Recycling Services contract; Jan 2006 – Dec 2012

Dear Chris:

Please find enclosed the fully executed agreement between the City of Bothell and Waste Management, Inc. for your records.

If you have any questions or concerns, please feel free to contact me.

Thank you sincerely,



Sandra Lewis

Senior Office Specialist

City Clerk Division

City of Bothell

Enclosure

cc: Debbie Anspaugh, Public Works
Denise McCormack, Public Works

Professionalism • Respect • Innovation • Dependability • Employee Accountability

City Administration
18305 101st Avenue NE
Bothell, WA 98011
(425) 486-3256
Fax: 486-2434
www.ci.bothell.wa.us

Community Dev. & Public Works
9654 NE 182nd Street
Bothell, WA 98011
(425) 486-8152
Fax: 486-2489

Fire and E.M.S.
10726 Beardslee Boulevard
Bothell, WA 98011
(425) 486-1678
Fax: 486-4556

Police
18410 101st Avenue NE
Bothell, WA 98011
(425) 486-1254
Fax: 487-0650

Municipal Court
10116 NE 183rd Street
Bothell, WA 98011
(425) 487-5587
Fax: 488-3052



**Comprehensive Garbage, Recyclables and Organics
Collection Contract**

**City of Bothell
and
Waste Management of Washington, Inc.
dba Waste Management Sno-King**

January 1, 2006 – December 31, 2012

Comprehensive Garbage, Recyclables and Organics Collection Contract

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- Attachment A: City Service Area
- Attachment B: Customer Charges
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RECITALS

WHEREAS, the City has contracted with the Contractor and desires to continue that relationship to provide Garbage, Recyclables, and Organics collection services to city residents, businesses and institutions; and

WHEREAS, and the City and the Contractor have negotiated a new contract in good faith; and

WHEREAS, Waste Management of Washington, Inc. dba Waste Management Sno-King represents that it has the experience, resources and expertise necessary to perform such services; and

WHEREAS, the City desires to enter into this contract with the Contractor for the services contained in the this contract;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and promises herein contained, City and Contractor do hereby agree as follows:

DEFINITIONS

City: The word "City" means the City of Bothell, King County, Washington. As used in the Contract, it includes the official of the City holding the office of Public Works Engineering Department Director, or their designated representative.

City Service Area: The term "City Service Area" means the portion of the City subject to this Contract for services, provided as Attachment A to this Contract. The initial City Service Area shall be the corporate limits of the City as of January 1, 2006.

Commercial Customer: The term "Commercial Customer" means non-residential customers including businesses, institutions, governmental agencies and all other users of commercial-type Garbage collection services.

Construction and Demolition Debris: The words "Construction and Demolition Debris" means those materials generated at a construction or demotion project that are less than 90% recyclable by volume. These materials can be comprised of, but not limited to, wood, cardboard, metals, concrete, bricks, asphalt, sheetrock, etc.

Contractor: The word "Contractor" means Waste Management of Washington, Inc., which has contracted with the City to collect and dispose of Garbage and to collect, process, market and transport Recyclables and Organics.

Curb or Curbside: The words "Curb" or "Curbside" mean on the homeowners' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways or on-street parking. If extraordinary circumstances preclude such a location, Curbside shall be considered a placement suitable to the resident, convenient to the Contractor's equipment, and mutually agreed to by the City and Contractor.

Detachable Container: The term "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 that is not less than one (1) cubic yard or greater than eight (8) cubic yards in capacity.

Drop-box Container: The term "Drop-box Container" means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle, transported to a disposal or recycling site, emptied and transported back to the customer's site.

Scrap Electronics: The term "Scrap Electronics" means electronic equipment that are no bigger than two (2) feet in any direction per unit in size and less than sixty (60) pounds in weight per unit, including computer equipment, VCRs, audio equipment, televisions with no larger than a twenty-one inches (21") diagonal screen measurement, cell phones, and other equipment containing circuit boards that are placed next to the Recycling Cart. Scrap electronics do not include speakers, small appliances, or other household products, as defined in the Contractor's promotional materials.

Foodwaste: The word "Foodwaste" means all compostable pre- and post-consumer food scraps, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds and egg shells, and food-soiled paper such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, paper milk cartons or other paper products accepted by the Contractor's selected composting site. Foodwaste shall not include large dead animals, plastics, diapers, cat litter, liquid wastes, pet wastes or other materials prohibited by the selected composting facility.

Garbage: The word "Garbage" means all putrescible and nonputrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, swill, demolition and construction wastes, and discarded commodities that are placed by customers of the Contractor in appropriate bins, bags, cans or other receptacles for collection and disposal by the Contractor. The term Garbage shall not include Hazardous Wastes, Special Wastes, Source-separated Recyclables or Organics.

Garbage Can: The term "Garbage Can" means a City-approved container that is a water-tight galvanized sheet-metal or plastic container not exceeding four (4) cubic feet or thirty-two (32) gallons in capacity; weighing not over fifteen (15) pounds when empty; fitted with two (2) sturdy looped handles, one on each side; and fitted with a tight cover equipped with a handle. All containers shall be rodent and insect proof and kept in sanitary conditions at all times.

Garbage Cart: The term "Garbage Cart" means a Contractor-provided 20-, 35-, 64- or 96-gallon wheeled cart suitable for household collection, storage and Curbside placement of Garbage. Garbage Carts shall be rodent and insect proof and kept in sanitary condition at all times.

Hazardous Waste: The term "Hazardous Waste" means any substance that is:

- A. Defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA.

- B. Defined as dangerous or extremely hazardous by Chapter 173-303 WAC and regulated as dangerous waste or extremely hazardous waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW.
- C. Any substance that after the effective date of this Contract comes within the scope of this definition as determined by the City.

Likewise, any substance that after the effective date of this Contract ceases to fall within this definition as determined by the City shall not be deemed to be Hazardous Waste.

King County Disposal System: The term "King County Disposal System" means the areas owned, leased or controlled by the King County Solid Waste Division, King County, Washington for the disposal of Garbage, or such other site as may be authorized by the current King County Comprehensive Solid Waste Management Plan.

Mixed Paper: The term "Mixed Paper" means magazines, junk mail, phone books, bond or ledger grade paper, cardboard, paperboard packaging and other fiber-based materials meeting industry standards. Tissue paper, paper towels, food-contaminated paper or paper packaging combined with plastic wax or foil are excluded from the definition of Mixed Paper.

Multifamily Complex: The term "Multifamily Complex" means a multiple-unit Residence with five (5) or more attached or unattached units billed collectively.

Organics: The term "Organics" means all Yard Debris and food waste. The word foodwaste means all compostable pre- and post-consumer food scraps, such as whole or partial pieces of produce, meats, bones, cheese, bread, cereals, coffee grounds and egg shells, and food-soiled paper such as paper napkins, paper towels, paper plates, coffee filters, paper take-out boxes, pizza boxes, paper milk cartons or other paper products accepted by the Contractor's selected composting site. Foodwaste shall not include large dead animals, plastics, diapers, cat litter, liquid wastes, pet wastes or other materials prohibited by the selected composting facility.

Private Road: The term "Private Road" means a privately owned and maintained way that allows for access by a service truck and that serves multiple Residences.

Public Street: The term "Public Street" means a public right-of-way used for public travel, including public alleys.

Recyclables: The word "Recyclables" means aluminum cans; corrugated cardboard; glass containers; Mixed Paper; newspaper; #1-7 plastic containers that have contained non-hazardous products; plastic films; polycoated cartons; scrap electronics; Scrap Metals; textiles; tin cans; and such other materials that the City determines to be recyclable.

Recycling Cart: The term "Recycling Cart" means a Contractor-provided 35-, 64- or 96-gallon wheeled cart suitable for household collection, storage and Curbside placement of Source-separated Recyclables.

Recycling Container: The term "Recycling Container" means a Contractor-provided Recycling Cart or Detachable Container suitable for on-site collection, storage and placement of Source-separated Recyclables at Multifamily Complexes and Commercial Customer locations.

Residence: The word "Residence" means a living space individually rented, leased or owned.

Scrap Metals: The term "Scrap Metals" means ferrous and non-ferrous metals, including small appliances, not to exceed two (2) feet in any direction and thirty-five (35) pounds in weight per piece.

Single-family Residence: The term "Single-family Residence" means all one-unit houses, duplexes, triplexes, four-plexes, and mobile homes that are billed individually and located on a Public Street or Private Road.

Source-separated: The term "Source-separated" means certain reclaimable materials that are separated from Garbage by the generator for recycling or reuse, including, but not limited to Recyclables, Organics and other materials.

Special Waste: The term "Special Waste" means polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing materials, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with applicable federal, state, county or local laws or regulations.

Surety: The term "Surety" means the surety on the performance bond required pursuant to Section 6.6.

Transition and Implementation Period. The term "Transition and Implementation Period" means the period starting December 15, 2005 and extending through February 15,, 2006.

WUTC: The term "WUTC" means the Washington Utilities and Transportation Commission.

Yard Debris: The term "Yard Debris" means leaves, grass and clippings of woody, as well as fleshy plants. Unflocked whole holiday trees are acceptable. Materials larger than four (4) inches in diameter or four (4) feet in length are excluded. Bundles of Yard Debris up to two (2) feet by two (2) feet by four (4) feet in dimension shall be allowed and shall be secured by degradable string or twine, not nylon or other synthetic materials. Kraft paper bags and untied reusable plastic bags may be used to contain extra Yard Debris beyond the amount that fits within the customer's Yard Debris Cart.

Organics Cart: The term "Organics Cart" means a Contractor-provided 35-, 64- or 96-gallon wheeled cart provided to all Single-family Residences.

AGREEMENT

This agreement (hereafter "Contract") is made and entered into this _____ day of _____, 2005, by and between the City of Bothell, a municipal corporation (hereafter "City"), and Waste Management of Washington, Inc., a Washington corporation (hereafter "Contractor").

1. Term of Contract

The term of this Contract is seven years, starting January 1, 2006, and expiring December 31, 2012. The City may, at its option, extend the agreement for one extension period not to exceed two years. Following that extension period, the City and the Contractor, at their mutual agreement, may extend the contract for an additional period not to exceed two years. Any such extensions shall be under the original terms and conditions of this Contract. To exercise the options to extend this Contract, notice shall be given by the City to the Contractor by June 30th of the year prior to the expiration of the Contract term or the expiration of a previous extension.

2. Scope of Work

2.1 General Collection System Requirements

2.1.1 Service Area

The Contractor will provide all services pursuant to this Contract throughout the entire City Service Area.

2.1.2 Additions to Service Area/Annexation

If, during the term of the Contract, additional territory is added to the City through annexation or other means within which the Contractor has an existing WUTC certificate or other franchise for solid waste collection at the time of annexation, the Contractor shall make collection in such annexed area in accordance with the provisions of this Contract at the unit prices set forth in this Contract. The City acknowledges that equipment, such as trucks, carts and containers, may take time to procure, and therefore, shall not penalize the Contractor for reasonable delays in the provision of services to annexed areas due to procurement delays that are not within the control of the Contractor.

In the event the City annexes areas within which the Contractor has an existing WUTC certificate or other franchise for solid waste collection and removal, the Contractor agrees, by accepting this Contract from the City, that the certificate or franchise applicable to the annexed areas shall be deemed canceled on the effective date of the annexation. The Contractor shall continue to service the newly annexed areas under the terms and conditions set forth in this Contract and waives any and all claims or rights for compensation or damages as outlined in RCW 35A.14.960 from the City, its agents, officers, or assigns arising out of the cancellation of the previous certificate or franchise. The Contractor shall serve the newly annexed areas for a term of not less than seven (7) years from the date of annexation, and the City, pursuant to RCW 35A.14.960 and as required by said statute, shall not extend similar or competing services to the annexed territory for a period of seven (7) years after the date of annexation except upon a proper showing of inability or refusal of Contractor to adequately service newly annexed territory. The right granted hereunder to serve newly annexed territory for a term of seven (7) years from the date of annexation shall require such service to be in accordance with the terms of this Contract even if the Contract has otherwise been terminated or expired.

This Contract is in lieu of a franchise as provided in RCW 35A.14.960. The Contractor expressly waives and releases its right to claim any damages or compensation from the City, its officers, agents, or assigns arising out of the cancellation of any pre-existing permit or franchise held by the Contractor prior to annexation, and further specifically waives the right to receive

any additional compensation or any rights of collection in the newly annexed territory other than the compensation for services contained in this Contract. Both parties agree that in the event the City should elect to acquire Contractor's rights of collection prior to the expiration of the seven (7) year period subsequent to annexation that the City will pay fair market value for the remainder of the seven (7) year period. That payment shall satisfy any and all damages suffered or claims made by the Contractor.

If, during the life of the Contract, additional territory is added to the City through annexation within which the Contractor does not have an existing WUTC certificate or other franchise for Garbage or other collections, in such event, upon notice from the City, Contractor agrees to make collections in such annexed areas in accordance with the provisions of this Contract at the unit price set forth in this Contract. The City acknowledges that equipment, such as trucks, carts and containers, may take time to procure for distribution and, therefore, shall not penalize the Contractor for reasonable delays in the provision of services to annexed areas covered by this paragraph, due to procurement delays that are not within the control of the Contractor.

2.1.3 Unimproved Alleys/Private Roads

The Contractor shall collect Garbage, Recyclables and Organics in alleys to the extent possible and consistent with the collection services offered under the previous City collection contract.

City customers on Private Roads or Drives have been historically provided on-site service, although some Residential customers have preferred to transport Garbage and recycling containers to the nearest Public Street to save wear and tear on Private Roads. The Contractor shall offer a level of service that is comparable to that offered under the Contractor's previous contract, subject to customer wishes. Contractor may seek a waiver from the owner of a private road for potential damage to the private road and refuse service if the waiver is not granted by the owner.

In the event that the Contractor believes that a Private Road or Drive can not be safely negotiated or that providing walk-in service for Residential customers is impractical due to distance or unsafe conditions, the Contractor shall request the City to evaluate on-site conditions and make a determination of the best approach to providing safe and appropriate service to the customer. The City's decision shall be final, provided that the Contractor shall not be required to endanger workers, equipment or property.

2.1.4 Hours/Days of Operation

All collections in Residential areas (including both Single Family and Multifamily Residences) shall be made between the accustomed hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless the City authorizes a temporary extension of hours or days. Saturday collection is allowed to the extent consistent with make-up collections and holiday and inclement weather schedules.

All collection from Commercial Customers shall be made between the hours of 4:00 a.m. and 5:00 p.m., with the exception of customers adjacent to Residences. Commercial Customers adjacent to Residences shall be collected during the Residential times specified above. Administrative exemptions may be granted by the City to accommodate the special needs of customers.

2.1.5 Employee Conduct

The Contractor's employees collecting Garbage, Recyclables and Organics shall at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty containers. Employees shall not trespass or loiter, cross flower beds, hedges, or property to adjoining premises, or meddle with property that does not concern them or their task at hand. While performing work under the Contract, employees shall wear a professional and presentable uniform with an identifying badge or emblem visible to the average observer.

If any person employed by the Contractor to perform collection services is, in the opinion of the City, incompetent, disorderly or otherwise unsatisfactory, the City shall promptly document the incompetent, disorderly or unsatisfactory conduct in writing and transmit the documentation to the Contractor with a demand that such conduct be corrected. The Contractor shall investigate any written complaint from the City regarding any unsatisfactory performance by any of its workers. If the offending conduct is repeated, the City may require that the person be removed from all performance of additional work under this Contract. Removal shall be addressed by the Contractor immediately.

The Contractor shall submit in writing to the City the sections of its employee policy and procedure manual that apply to the City's Contract prior to the start of services under this Contract.

2.1.6 Disabled Service

The Contractor shall offer carry-out service to households lacking the ability to place containers at the Curb, at no additional charge. The Contractor shall use qualification criteria that are fair and 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 City review and approval prior to program implementation.

The Contractor shall submit to the City a "Disable Service Request" form that will be used by the Contractor to document those customers that have applied for and are receiving disabled service. The Contractor shall maintain all records regarding this provision of the contract and post the Disabled Service Request forms on its website.

2.1.7 Holiday Schedules

The Contractor shall designate which holidays will be observed and indicate the schedule that will be worked if the holiday falls on a regular collection day. The holiday schedule for the next year shall be provided in writing by the Contractor to the City by November 15 of each year and following City review, shall be provided to all customers through the Contractor's website and on the customer invoices.

When the day of regular collection is a legal holiday, the Contractor may reschedule the remainder of the week of regular collection to the next succeeding workday, which shall include Saturdays. The Contractor may not collect Residential Garbage, Recyclables or Organics earlier than the regular collection day due to a holiday. Commercial collections may be made one day early only with the consent of the Commercial Customer.

2.1.8 Inclement Weather

When weather conditions are such that continued operation would result in danger to the Contractor's staff, area residents, or property, the Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify the City, on the same business day, of the areas not served.

The Contractor shall collect Garbage, Recyclables and Organics from customers with interrupted service on their next regular collection day. When service is resumed, the Contractor shall collect reasonable accumulated volumes of materials equal to what would have been collected on the missed collection day from customers at no extra charge.

All holiday and weather policies shall be included in program information provided to customers. On each inclement weather day, the Contractor shall post collection schedules on their website and release notices to the local newspapers and radio stations (including *the King County Journal* newspaper and KING AM, KIRO, and KOMO radio stations) notifying residents of the modification to the collection schedule.

The Contractor will supply customers with weather related service disruption information through its website.

2.1.9 Suspending Collection From Problem Customers

The City and Contractor acknowledge that, from time to time, some customers may cause disruptions or conflicts that make continued service to that customer unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to contractor-owned containers, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated claims of Contractor damage to a customer's property or other such problems.

The Contractor shall make every reasonable effort to provide service to those problem customers. However, the Contractor may deny or discontinue service to a problem customer if reasonable efforts to accommodate the customer and to provide services fail. In this case, the Contractor shall provide advance written notification to the Administrator of its intention to discontinue service. The Administrator may, at its discretion, intervene in the dispute. In this event, the decision of the Administrator shall be final. The Administrator may also require the denial or discontinuance of service to any customer who is abusing the service or is determined to be ineligible.

If a customer that has set out materials for collection and used the Contractor's services refuses to pay or is unable to pay for services received, the Contractor shall work with the customer to reschedule payments to the customer's and Contractor's mutual satisfaction. Service may be discontinued to customers with accounts due past 64 days. The Contractor shall continue to bill the customer whether or not the service is being used. The Contractor shall notify the City in writing of any actions due to non-payment by customers.

In addition to any other remedies provided by law including bad debt collection, in the event of delinquency, pursuant to RCW 35.21.130(2) the amount of any such charge or charges shall become a lien against the property for which the Contractor's services and late were rendered. A notice of such lien shall specify the charges, the period covered by the charges and set forth the legal description of the premises sought to be charged, and the notice of lien shall be filed

with the county auditor within the time required and shall be foreclosed in the manner and within the time prescribed for liens for labor and material.

The lien for Contractor services and late fee charges shall be prior to all liens and encumbrances filed subsequent to the filing of the notice of it with the appropriate county auditor, except the lien of general taxes and local improvement assessments whether levied prior or subsequent thereto.

2.1.10 Missed Collections

If Garbage, Recyclables or Organics are set out inappropriately, improperly prepared or contaminated with unacceptable materials, the Contractor shall place in a prominent location a notification tag that identifies the specific problem(s) and reason for rejecting the materials for collection. Failure to provide proper notification to customers of the reason for rejecting materials for collection shall be considered a missed collection and/or subject to liquidated damages due to lack of proper customer notification.

The failure of the Contractor to collect Garbage, Recyclables or Organics that has been set out by a customer in the proper manner shall be considered a missed pick-up, and the Contractor shall collect the materials from the customer within twenty-four (24) hours of the Contractor's receipt of notification of the missed pick-up. If the Contractor is notified of a missed pick-up by 9 a.m. the following business day, the missed pick-up shall be collected that same day, provided that the Contractor may ask customers contacted on Saturday whether Monday collection would be acceptable, at the customer's option. The Contractor shall maintain a written record of all calls related to missed pick-ups and the response provided by the Contractor (see Section 2.3.4). Such records shall be made available for inspection upon request by the City and shall be included in monthly reports.

In the event the Contractor fails to collect the missed pick-up within twenty-four (24) hours of receipt of notice, the City or its agents may collect and transport the materials. The Contractor shall reimburse the City for all costs so incurred by the City as well as any liquidated damages assessed by the City. If the Contractor is requested by the customer to make a return trip due to no fault of the Contractor, the Contractor will be permitted to charge the customer an additional fee for this service, providing the Contractor notifies the customer in writing of this charge in advance.

2.1.11 Same Day Collection/Co-Collection

Garbage, Recyclables and Organics collection shall occur on the same regularly scheduled day of the week for Single Family Residential customers. Multifamily Recyclables and Organics collection services and commercial recycling services need not be scheduled on the same day as Garbage collection.

The same collection vehicle may collect both Garbage and Organics streams only if the truck body is designed for co-collection and provides two distinct compartments with measures to prevent Organics from being cross-contaminated with Garbage solids or liquids. The use of co-collection vehicles must be approved, in advance, by the City.

2.1.12 Requirement to Recycle and Compost

The Contractor shall recycle or compost all Source-separated Recyclables and Organics collected, unless the express written permission of the City is provided. The Contractor will use vehicles and processing systems that minimize unnecessary breakage and cross-contamination of materials. The disposal of contaminants separated during processing is acceptable to the extent that it is unavoidable and consistent with industry standards.

The direct land application of Organics is allowed, provided that the land application occurs at agronomic rates and is expressly permitted or approved by the local health district jurisdiction and other relevant regulatory agencies.

Obvious contaminants included with either Source-separated Recyclables or Organics shall not be collected, and shall be left in the customer's container with a notification tag (per Section 2.1.10) explaining the reason for rejection.

2.1.13 Routing, Notification and Approval

The Contractor shall indicate, on a map acceptable to the City, the day of the week Garbage, Recyclables and Organics shall be collected from each Residential area. Likewise, maps shall be provided indicating regularly scheduled commercial collection days.

The Contractor may change the day of collection by giving notice to the City at least 30 days prior to the effective date of the proposed change. On the City's approval, the Contractor shall provide affected customers with at least 14 days written notice of pending changes in collection day. The proposed change and the form of notice to the customer must be approved by the City.

2.1.14 Equipment Age/Condition

All regularly-used collection vehicles used by the Contractor during the term of this Contract shall be presentable, reliable, in safe working order and shall be subject to all other conditions of this section.

Vehicles used in the performance of this Contract shall be maintained in a clean and sanitary manner and shall be thoroughly washed at least once each week. Vehicles shall be repainted as necessary.

All collection equipment shall have appropriate safety markings including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with current statutes, rules and regulations. Equipment shall be maintained in good condition at all times. All parts and systems of the collection vehicles shall operate properly and be maintained in a condition satisfactory to the Administrator. The Contractor shall be specifically required to maintain collection vehicles to ensure that no liquid wastes (such as Garbage or Organics leachate) or oils (lubricating, hydraulic and fuel) are discharged to customer premises or City streets. Any equipment not meeting these standards shall not be used within the City until repairs are made. The Contractor shall provide the City with an emergency number to be used in case an oil spill occurs.

No advertising shall be allowed on Contractor vehicles other than the Contractor's name, logo, and customer service telephone number. Special promotional messages for recycling and Organics collection may be permitted, upon City approval.

All Contractor route, service, and supervisory vehicles shall be equipped with properly licensed two-way communication equipment. The Contractor shall maintain a base station or have equipment capable of reaching all collection areas.

2.1.15 Container Requirements and Ownership

2.1.15.1 Garbage Carts, Cans and Bags

The Contractor shall provide 20, 35, 64 and 96 gallon wheeled carts for the respective level of Garbage collection as well as Multifamily/Commercial Recyclables collection and Yard Debris collection. Carts shall be provided to requesting customers within seven days of the customer's initial request.

Both Residential and Commercial Customers shall use Contractor-provided wheeled carts for Garbage collection service. In all cases, customers will be directed to have at least one rigid container as their primary Garbage container. Plastic bags or customer owned Cans may be used for overflow volumes of Garbage, but not as a customer's primary container. In the event the customer chooses to provide their own Garbage container for overflow volumes, Contractor crews shall be expected to handle the Garbage container in such a way as to minimize undue damage or loss of lids. The Contractor shall be responsible for unnecessary or unreasonable damage to customer-owned containers.

All Contractor-owned wheeled carts shall be maintained by the Contractor in good condition for material storage and handling; contain no jagged edges or holes; contain wheels or rollers for movement, and be equipped with an anti-skid device or sufficient surface area on the bottom of the container to prevent unwanted movement. The carts shall contain instructions for proper use, including any customer actions that would void manufacture warranties, such as placement of hot ashes in the container causing the container to melt, and procedures to follow to minimize potential fire problems. The Contractor shall ensure that carts shall have permanent serial numbers to assist with tracking and the recovery of lost or stolen carts.

Collection crews shall note damaged hinges, holes, poorly functioning wheels, and other similar repair needs on Contractor provided carts (including those for Garbage, recycling and Organics) and forward repair notices to the Contractor's service personnel. Cart repairs shall then be made within seven business days. The repairs shall be done at the Contractor's expense unless the damage was caused by the customer. Any wheeled cart damaged or missing on account of accident, act of nature or the elements, fire, or theft or vandalism by other members of the public shall be replaced no later than the third business day after notice from the customer or City. Replacement carts may be used and reconditioned, but shall be clean and appear presentable.

In the event that a particular customer repeatedly damages a cart or requests more than one replacement cart during the term of the Contract due to negligence or intentional misuse, the Contractor shall forward in writing the customer's name and address to the City Administrator. The Administrator shall then attempt to resolve the problem. In the event that the problem

continues, the Contractor may discontinue service to that customer, on the Administrator's approval.

2.1.15.2 Detachable and Drop-box Containers

The Contractor shall furnish and install 1, 1.5, 2, 3, 4, 6, and 8 cubic yard Detachable Containers; and 10, 20, 30, or 40 cubic yard non-compacting Drop-box Containers to any customer who requires their use for storage and collection of Garbage or Commercial Recyclables within seven business days of the request. The Contractor will also deliver and facilitate the installation of any size compacting Containers and Drop-boxes at the customer's request. Containers shall be located on the premises in a manner satisfactory to the customer and for collection by the Contractor.

Detachable Containers shall be water tight and equipped with tight-fitting metal or plastic covers; have four wheels for containers two cubic yards and under; be in good condition for Garbage or Recyclables storage and handling; and have no leaks, jagged edges or holes. Drop-box Containers shall be all-metal and if requested by a customer, equipped with a tight-fitting screened or solid cover operated by a winch in good repair. Each type (i.e. Recyclables, Yard Debris or Garbage) of container shall be painted a uniform color, with color changes subject to City approval. Containers shall be painted as needed.

Detachable Containers shall be cleaned, reconditioned and repainted (if necessary) before being supplied to a customer who had not used it earlier. The Contractor shall provide an on-call container cleaning service to customers. The costs of on-call cleaning shall be billed directly to the customer in accordance with Attachment B.

Containers on customer's premises are at the Contractor's risk and not the City's. The Contractor shall repair or replace within twenty-four hours any container that was supplied by the Contractor and in use, if the City or a Health Department inspector determines that the container fails to comply with reasonable standards or constitutes a health or safety hazard.

Customers may elect to own or secure containers from other sources, and shall not be subject to discrimination by the Contractor in collection services on that account. However, containers owned or secured by customers must be capable of being serviced by front load, rear load, or Drop-box Container collection vehicles to be eligible for collection. The Contractor is not required to service customer containers that are not compatible with the Contractor's equipment.

2.1.15.3 Recycling Carts

During the term of this Contract, the Contractor shall provide Recycling Carts to new customers, including new residences and annexation areas as well as replacement Carts to existing customers requested because of loss, theft or damage due to normal wear and tear. All distributed Recycling Carts shall include information materials describing material preparation and collection requirements. Informational material must be reviewed and approved by the City prior to printing and distribution. All Recycling Carts shall be provided at the Contractor's sole expense.

Recycling Carts shall be maintained to the levels specified for Garbage collection carts in Section 2.1.15.2.

In the event that a particular customer repeatedly damages their Recycling Cart or requests more than one replacement cart during the term of the Contract due to negligence or intentional misuse, the Contractor shall forward the customer's name and address to the Administrator. The Administrator will then attempt to resolve the problem. In the event that the problem continues, the Contractor may discontinue service to that customer, on the Administrator's approval.

2.1.15.4 Ownership

. During the term of this Contract, the Contractor shall provide new Recycling Carts and replacement containers as needed to existing customers as well as new customers in newly constructed or remodeled buildings and annexation areas that are added to the City Service Area.

Garbage carts, Detachable Containers for Garbage and Recyclables and Drop-box Containers shall be purchased, delivered and maintained by the Contractor during the term of this Contract. On the termination of this Contract for any reason, the City may, at its option, purchase the Contractor's in-place inventory of Garbage carts, Detachable Container for Garbage and Recyclables or Drop-box Containers for use by the successive contractor. In the event that the City elects to purchase the Contractor's containers, the sale price shall equal the Contractor's purchase price minus any accumulated depreciation, based on a ten-year straight line depreciation schedule for each container. Fully depreciated carts and containers shall be considered to have no value for the purpose of this transaction.

To facilitate this optional purchase, the Contractor shall maintain within its database, the purchase month and year of each cart and container provided to City customers. Six months prior to the termination of this Contract, the Contractor shall provide the City with a depreciation schedule that lists each cart and container by purchase price, month and year placed in service and residual value at the end of this Contract. That list, as audited, shall serve as the cart and container valuation for the City's optional purchase.

2.1.16 Spillage

All loads collected by the Contractor shall be completely contained in collection vehicles at all times except when material is actually being loaded. Hoppers on all collection vehicles shall be cleared frequently to prevent the occurrence of unnecessary blowing or spillage.

Any spillage of materials that occurs during collection shall be immediately cleaned up by the Contractor at its expense. Spillage not immediately cleaned up will be cause for liquidated damages, as described in Section 4.1.

The Contractor shall provide the City with emergency contact information to report such spills. The Contractor shall provide an incident report including the material that was spilled and what was done to remedy the situation.

2.1.17 Pilot Programs

The City may wish to test and/or implement one or more new developments in waste stream segregation, materials processing, or collection technology at some point during the term of the Contract. The City shall notify the Contractor in writing at least ninety days in advance of its intention to implement a pilot program or of its intentions to utilize a new technology system on

a citywide basis. The costs (or savings) accrued by City-initiated pilot programs shall be negotiated prior to implementation.

Contractor-initiated pilot programs shall require prior written notification and approval on the part of the City. Contractor-initiated pilot programs shall be performed at no additional cost to the City or the Contractor's customers.

2.1.18 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, which may have the effect for a time of preventing the Contractor from traveling the accustomed route or routes for collection. The Contractor shall, however, by the most expedient manner, continue to collect Garbage, Recyclables, and Organics to the same extent as though no interference existed upon the streets or alleys normally traversed. This shall be done at no extra expense to the City or the Contractor's customers.

2.1.19 Contractor Planning Assistance

The Contractor shall, upon request and without additional cost, make available either to the City and/or property owners planning assistance in respect to all new construction or remodeling of buildings and structures within the City Service Area with respect to design and planning of Garbage and Recyclables removal facilities and their location upon the site of the proposed construction or remodeling project.

2.1.20 Safeguarding Public and Private Facilities

The Contractor shall be obligated 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 reason of the Contractor's operations, the Contractor shall notify the City immediately in writing of all damage, and the Contractor shall repair or replace the same, or failing to do so promptly as determined by the City, the City shall cause repairs or replacement to be made and the cost of doing so shall be billed to the Contractor. The City shall not be liable for any damage to property or person caused by the Contractor.

2.1.21 Company Name

The Contractor shall not use a firm name containing the words "Bothell," "City," or any words implying municipal ownership.

2.1.22 Transition From Previous Contract

At the start of the new collection program, the Contractor shall work with the City to explain the new collection system, service levels and rates, and Recyclables and Organics collection services. The City shall approve all materials distributed to customers as part of the Transition implementation. The Contractor shall, at its expense, provide the following promotional materials, pay mailing costs and meet the following timelines:

- (1) No later than December 1, 2005, the Contractor shall mail to all Residential and Commercial Customers a separate users guide, including information on container placement, available service levels and rates, Recyclables and Organics preparation and

collection requirements, restrictions on disposal, bulky waste recycling and disposal opportunities, new cart decal for the Organics Cart and other pertinent information. The guide shall include a postage pre-paid reply card for customers who wish to change their Garbage container size. The Contractor shall pay for the design, production and distribution of this guide as well as a magnetized information card describing acceptable Residential Recyclable, Organics and Garbage preparation and set-out requirements. Separate materials shall be produced for Single Family and Multifamily customers. The Contractor shall pay for the design, production and distribution of a recycling brochure for Commercial customers describing the services provided under this Contract.

- (2) Starting December 15, 2005 and continuing through January 6, 2006, the Contractor shall deliver appropriate size Garbage Cart to all customer that are currently providing their own garbage can. The Contractor shall collect and dispose of all unwanted old recycling bins and remove and/or exchange inappropriate size, model and color Garbage, Recycling and Organics carts and containers for all customers requesting such changes. The Contractor shall provide collect and dispose of all unwanted metal and plastic garbage cans at no cost to the Customer or the City. In addition and at the City's option, Contractor shall provide, at no cost to the City, additional drop-boxes for recycling of unwanted metal and plastic garbage cans for a period of two (2) months starting January 1, 2006 at one accessible City drop-off location, the location of which shall be determined by the City.
- (3) Additional staffing shall be provided for Contractor cart and container deliveries in order to ensure a minimum of customer inconvenience and disruption. Additional staffing shall be provided for customer service lines to accommodate customer questions, Residential service level shifting requests, and Commercial and Multifamily Customer container orders during the Transition and Implementation Period, which shall start December 15, 2005 and extend through February 15, 2006.

The City, at its option, may lead design, development, production and/or distribution of all guides, decals and other information, or may delegate such responsibility, in whole or in part, to the Contractor upon providing written notice. In all cases the cost of these materials shall be at Contractor's expense provided the material produced are a two-color process. The additional cost of any four-color processing will be at the City's expense. Contractor agrees to participate in the development and review of materials in a timely manner. All container decals and any informational materials provided by the Contractor to customers shall be reviewed and approved by the City in advance.

The Contractor's operations staff shall be available for weekly meetings with the City, at the City's request, during the Transition and Implementation Period. The Contractor shall provide weekly tallies of container delivery counts and delivery areas, problems encountered and options for resolution, a summary of next week's planned activities, and other information necessary for the City to evaluate the Contractor's implementation efforts and to remain fully apprised of the implementation.

2.2 Collection Services

2.2.1 Single Family Residential Garbage Collection

2.2.1.1 Subject Materials

The Contractor shall collect all Garbage placed at Curbside for disposal by Residential customers and Contractor-owned wheeled carts. The Contractor shall offer carry-out service to disabled customers at no charge (per Section 2.1.6) and to all other customers for the appropriate service level rate plus the carry-out surcharge in accordance with Attachment B. The Contractor shall dispose of all collected Garbage through the King County Disposal System.

On-call bulky item collection shall be offered for stoves, washing machines, dryers, water heaters, refrigerators and freezers, large furniture (sofas and chairs), mattresses or box springs, tires with or without rims (auto, pickup, heavy truck), etc. Collected bulky items shall be recycled by the Contractor to the extent practicable.

The Contractor shall not be required to collect hazardous materials that are either restricted from disposal or would pose a danger to collection crews. If materials are rejected for this reason, the Contractor shall leave a written notice with the rejected materials listing why they were not collected and providing the customer with a contact for further information about proper disposal options.

2.2.1.2 Containers

The customer's primary container must be Contractor owned Garbage Cart. Garbage Cans and Plastic bags may only be used for excess waste, not as the customer's primary container. The Contractor may set weight limits on Garbage Carts as appropriate, provide that the weight limit is no less than 50 pounds per 32-gallon capacity (e.g. a 64-gallon cart would have a weight limit of 110 pounds)

Contractor owned Garbage Carts shall be delivered by the Contractor to requesting Single Family customers within seven days of the customer's initial request.

2.2.1.3 Specific Collection Requirements

The Contractor shall offer regular weekly collection of the following service levels:

1. One 20-gallon wheeled cart;
2. One 35-gallon wheeled cart;
3. One 64-gallon wheeled cart; and
4. One 96-gallon wheeled cart;

The Contractor shall also offer a "super recycler" service of once per month collection of one 35-gallon wheeled cart to customers without putrescible waste upon request .

Garbage in excess of container capacity or the subscribed service level shall be collected and properly charged as "extras" to the customer. The Contractor shall maintain route lists in sufficient detail to allow accurate recording and charging of all "extras."

Collections shall be made from Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor shall collect in alleys, and on streets where no alleys are present. The Contractor's crews shall make collections in an orderly and quiet manner and shall return containers, in an upright position with lids attached, to their set out location.

On-call bulky collection services must occur during the hours and days specified in Section 2.1.4, with the exception that Saturday collection is permissible if it is more convenient for

customers. The Contractor shall collect in alleys and on streets where no alleys are present. The Contractor's crews shall make collections in an orderly and quiet manner.

2.2.2 Single Family Residential Recycling Collection

2.2.2.1 Subject Materials

The defined list of Residential Recyclables shall be collected from all participating Single Family Residences as part of basic Garbage collection services, without extra charge. The Contractor shall collect all Residential Recyclables from Single Family Residences that are prepared as follows and uncontaminated with food or other residues:

Aluminum Cans:	All aluminum cans that is placed in the Recycling Cart.
Corrugated Cardboard:	All corrugated cardboard that is smaller than three (3) feet by three (3) feet, flattened and placed in or next to the customer's Recycling Cart.
Glass Containers:	All colored or clear jars and bottles that are rinsed, have lids removed and are placed in the Recycling Cart, or separately boxed or bundled. Fluorescent and incandescent light bulbs, ceramics and window glass are excluded.
Mixed Paper:	All Mixed Paper that is placed loosely in the Recycling Cart or separately bagged or bundled.
Newspaper:	All newspaper and advertising supplements that are delivered with newspapers that are placed loosely in the Recycling Cart or separately bagged or bundled.
Plastic Containers:	All #1-7 plastic bottles, jugs and dairy tubs that are flattened and placed in the Recycling Cart or separately boxed or bundled. Other plastics, automotive or other hazardous product containers, and lids are excluded.
Polycoated Cartons and Boxes:	All plastic coated and aseptic cartons and boxes that are flattened and placed in the Recycling Cart or separately bagged or bundled.
Scrap Electronics:	Scrap electronics that are no bigger than two (2) feet in any direction per unit in size and less than sixty (60) pounds in weight per unit, including computer equipment, VCRs, audio equipment, televisions with no larger than a twenty-one inches (21") diagonal screen measurement, cell phones, and other equipment containing circuit boards that are placed next to the Recycling Cart. Scrap electronics do not include speakers, small appliances, or other household products, as defined in the Contractor's promotional materials.

Scrap Metal:

All ferrous and non-ferrous Scrap Metal that is: placed in the Recycling Cart or separately boxed or bundled; free of wood, plastic, rubber and other contaminants; and meets the size requirements defined for Scrap Metals. Scrap metal shall include small appliances provided they meet the size requirements.

Tin Cans:

All food and beverage tin cans with labels removed that are placed in the Recycling Cart or separately boxed or bundled.

2.2.2.2 Containers

Recycling Carts shall be delivered by the Contractor to new customers or customers requesting replacements within seven days of the customer's initial request.

The default size for the Recycling Cart shall be one 64-gallon cart. The Contractor will substitute one 35 or 96 gallon Recycling Cart upon request from the Customer.

2.2.2.3 Specific Collection Requirements

Single Family Recyclables collection shall occur weekly on the same day as each household's Garbage and Organics collection. Single Family Recyclables collection shall occur during the hours and days specified in Section 2.1.4. Collections shall be made from Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor shall collect in alleys, and on streets where no alleys are present in the same location at Garbage collection service is provided. The Contractor's crews shall make collections in an orderly and quiet manner and shall return Recycling Carts to their set out location in an orderly manner.

The Contractor shall collect all properly prepared Residential Recyclables set out for collection at no additional charge. No limits shall be placed on set-out volumes, except in the case when extremely large quantities of commercially-generated materials are consistently set out at a Single Family Residence. In this case, the Contractor shall request the resident to use commercial recycling services and to discontinue setting out excess volumes. If the resident continues to set out commercial quantities of Recyclables, the Contractor shall notify the City for further action.

2.2.3 Organics Collection

2.2.3.1 Subject Materials

Organics contained in Organics Carts shall be collected from all participating Single Family Residences as part of basic Garbage collection services, without extra charge. Additional charges shall be assessed to customers for excess Organics placed in additional wheeled carts, bags or cans next to the initial wheeled cart, in accordance with Attachment B.

Contaminated or oversized Organics materials rejected by the Contractor at the curb will be tagged with an appropriate problem notice.

2.2.3.2 Containers

The Contractor shall be responsible for ordering, assembling, affixing instructional decals, maintaining inventories, distributing and maintaining Organics Carts. The Contractor may continue to use the existing inventory of Yard Debris Carts, provided the new instructional decals are included in the informational packets delivered to customers.

Extra Yard Debris material that does not fit in a Organics Cart will be placed in Kraft bags or customer-owned 32-gallon containers. Customers choosing to use their own can for excess Yard Debris will be provided durable stickers by the Contractor that clearly identify the container's contents as Yard Debris. The Contractor shall have available a list of local stores which have acceptable Kraft bags for sale at its customer service office.

Organics Carts shall be delivered by the Contractor to new customers and customers that had previously rejected their cart within seven days of the customer's initial request.

The default size for the Organics Cart shall be one 96-gallon cart. The Contractor will substitute one 35 or 64 gallon Organics Cart upon request from the Customer.

2.2.3.3 Specific Collection Requirements

Organics shall be collected weekly from all Single Family Residences.

Collections shall be made from Residences on a regular schedule on the same day and as close to a consistent time as possible. The Contractor shall collect in alleys, and on streets where no alleys are present, in the same location as Garbage collection is provided. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return containers, in an upright position with lids attached, to their set out location.

Multifamily and Commercial Customers shall be offered on-call and regular Yard Debris collection services similar to the Single Family Residential Yard Debris program with the addition of a two cubic yard container and drop-box container service. Collection service for these containers shall be a minimum of one time per week during the March through November period. Those customers shall separately pay for those Yard Debris collection services at the rates specified in Attachment B.

2.2.4 Multifamily and Commercial Garbage Collection

2.2.4.1 Subject Materials

The Contractor shall collect all Garbage set out for disposal by Commercial Customers in customer-owned Mini-cans, Garbage Cans, bags and Contractor-owned wheeled carts and Detachable Containers. Collected Garbage shall be disposed through the King County Disposal System.

The Contractor will not be required to collect hazardous materials that are either restricted from disposal or would pose a danger to collection crews. If materials are rejected for this reason,

the Contractor shall leave a notice with the rejected materials listing why they were not collected and providing the customer with a contact for further information on proper disposal. If a Commercial Customer persistently includes inappropriate materials in their containers, the Contractor shall photograph the inappropriate materials, and provide the customer's name and address to the City for further action.

2.2.4.2 Containers

The Contractor shall provide containers meeting the standards described in Section 2.1.15. Multifamily and Commercial Customers shall be offered a full range of containers and service options, Carts, one through eight cubic yard Detachable Containers, and Drop-box containers.

Materials in excess of container capacity or the subscribed service level shall be collected and properly charged as "extras" on the customer's next bill, at the rates listed in Attachment B. The Contractor shall develop and maintain route lists in sufficient detail to allow accurate recording and charging of all "extras."

The Contractor may use either or both front-load or rear-load Detachable Containers to service Multifamily and Commercial Customers. However, not all collection sites within the City Service Area may be appropriate for front-load collection due to limited maneuverability or overhead obstructions. The Contractor shall provide containers and collection services capable of servicing all customer sites, whether or not front-load collection is feasible.

Contractor-owned containers shall be delivered by the Contractor to requesting Commercial Customers within seven days of the customer's initial request.

2.2.4.3 Specific Collection Requirements

Commercial Garbage collection shall be made available daily, Monday through Saturday, during the times specified in Section 2.1.4. Collection at Multifamily sites shall be limited to the same hours as Single Family Residential collection. Collections shall be made on a regular schedule on the same day and as close to a consistent time as possible to minimize customer confusion. The Contractor shall collect in alleys where possible, and on streets where no alleys are present. Containers shall be replaced in the same location after emptying.

2.2.5 Multifamily Recycling Collection

2.2.5.1 Subject Materials

The defined list of Residential Recyclables shall be collected from all participating Multifamily customers as part of basic Garbage collection services, without extra charge. The Contractor shall collect all Residential Recyclables from Multifamily residences that are prepared in a manner similar to that described for Single Family Residential Recyclables in Section 2.2.2.1.

2.2.5.2 Containers

Contractor-supplied wheeled carts shall be used for collecting Multifamily Recyclables. Carts used for recycling collection shall be a different City-approved color than carts used for either Yard Debris or Garbage collection and shall include City-approved prominent identifying labels that provide directions for the preparation of the materials to be placed in the cart.

At larger complexes, the Contractor may use Detachable Containers for recycling collection provided that they are also a different color than containers used for Garbage collection and are equipped with City-approved prominent identifying labels.

Contractor-owned recycling containers shall be delivered by the Contractor to requesting customers within seven days of the customer's initial request.

2.2.5.3 Specific Collection Requirements

Multifamily recycling collection shall occur weekly during the hours and days specified in Section 2.1.4. for Residential collection. Collections shall be made on a regular schedule on a consistent day of the week to minimize customer confusion. The Contractor shall collect in alleys where possible, and on streets where no alleys are present. Containers shall be replaced in the same location after emptying.

2.2.6 Commercial Recycling Collection

2.2.6.1 Subject Materials

The defined list of Commercial Recyclables shall be collected from all participating Commercial Customers as part of basic Garbage collection services, without extra charge.

The Contractor shall collect all Commercial Recyclables from Commercial Customers which are prepared in a manner similar to that described for Single Family Residential Recyclables in Section 2.2.2.1, provided that the appropriate color wheeled carts shall be substituted for recycling bins and that materials may be separated into only two categories: paper fiber in one category and all other recyclable materials in another category.

2.2.6.2 Containers

Contractor-supplied wheeled carts or larger containers shall be used for collecting Commercial Recyclables. Carts used for recycling collection shall be a different color than carts used for either Yard Debris or Garbage collection and shall include prominent identifying labels that provide directions for the preparation of the materials to be placed in the cart.

At larger businesses, the Contractor may use Detachable Containers or Drop-box Containers for recycling collection provided that they are equipped with prominent identifying labels. Contractor-owned containers shall be delivered by the Contractor to requesting customers within seven days of the customer's initial request.

2.2.6.3 Specific Collection Requirements

Commercial Recyclables collection shall occur weekly during the hours and days specified in Section 2.1.4. Collections shall be made on a regular schedule on a consistent day of the week to minimize customer confusion. The Contractor shall collect in alleys where practical, and on streets where no alleys are present. Containers shall be replaced in the same location after emptying.

When providing commercial recycling to a particular customer, the Contractor shall not be required to provide recycling container capacity greater than 200 percent of that customer's garbage collection Commercial Detachable Container size. For example, a customer with a two cubic yard Garbage container would be provided up to four cubic yards of recycling container

capacity. Any additional recycling may be fee-based as negotiated between that customer and the Contractor or any other service provider the customer chooses to use.

2.2.7 Drop-Box Container Garbage Collection

2.2.7.1 Subject Materials

The Contractor shall transport and dispose of Drop-box Container contents through the King County Disposal System.

The Contractor shall not be required to collect Drop-box Containers containing hazardous materials that are either restricted from disposal or would pose a danger to collection crews. If materials are rejected for this reason, the Contractor shall leave a notice with the rejected materials listing why they were not collected and providing the customer with a contact for further information on proper disposal. If a Drop-box Container customer persistently includes inappropriate materials in their containers, the Contractor shall photograph the inappropriate materials, and provide the customer's name and address to the City for further action.

2.2.7.2 Containers

The Contractor shall provide containers meeting the standards described in Section 2.1.15. Both customer-owned and Contractor-owned Drop-box Containers shall be serviced, including customer-owned compactors.

Contractor-owned containers shall be delivered by the Contractor to requesting customers within three days of the customer's initial request.

2.2.7.3 Specific Collection Requirements

Residential and commercial Drop-box Container collection must occur during the hours and days specified in Section 2.1.4. Collection of Drop-box Containers in Residential areas shall be limited to the same hours as Single Family Residential collection. The Contractor shall place and collect Drop-Box Containers in areas accessed through alleys where possible.

The Contractor shall provide dispatch service and equipment capability to collect full Drop-box Containers no later than the next business day after the customer's initial call. The Contractor shall maintain a sufficient Drop-box Container inventory to provide empty containers to new and temporary customers within three business days after the customer's initial call.

2.2.8 Temporary Customers

The Contractor shall provide temporary two, four and six cubic yard Detachable Containers to Residential and Commercial Customers on an on-call basis. The charges for temporary container service shall include delivery, collection and disposal as listed in Attachment B. Rental charges for temporary containers shall be charged in addition to the basic temporary container fee, at the rates listed in Attachment B.

The Contractor shall also provide a 100 cubic yard temporary container service appropriate for large-scale building demolitions. This service shall include the delivery of the container (a direct shipping container on a trailer), up to two hours of stand-by time for loading, hauling and

disposal. Additional stand-by time or a separate pick-up trip shall be charged at the rates listed in Attachment B.

2.2.9 Service to City Facilities

The Contractor shall provide weekly Garbage collection for street litter receptacles (including the provision of plastic bags to line the receptacles) within the City and weekly Garbage and Recyclables collection to all City facilities in the City without charge. In addition, the Contractor shall provide the City Parks Department with an appropriately-sized Drop-box Container for Yard Debris recycling, and shall collect, haul and recycling the container contents as needed without charge.

City-sponsored special events, such as the Fourth of July Parade and River and Winter Festivals, shall receive, at no charge to the City, Recyclables and Garbage collection services. These services shall include, but not be limited to, the collection and disposal of additional Garbage generated during each special event with all Drop-box and other containers removed from the site within twenty-four hours of the end of the event.

The Contractor shall provide Garbage and Recycling services for the Spring and Fall Saturday Clean-up Program at no charge to the City or users, except dump fees and those haul fees which exceed fifty-five (55) hauls per event. All haul fees in excess of the fifty-five (55) free hauls shall be based on the rates contained in Attachment B, less ten percent (10%).

2.3 Management

2.3.1 Responsibility of Participants

2.3.1.1 Contractor's Responsibilities

The Contractor shall be responsible for:

- (1) collecting Garbage in the City Service Area and delivering the waste to the King County Disposal System;
- (2) collecting construction/demolition waste in the City Service Area and delivering the waste to fully permitted recycling, disposal or transfer sites in compliance with King County's Comprehensive Solid Waste Management Plan;
- (3) collecting, processing and marketing of Recyclables, Organics and Yard Debris collected by the Contractor from Residential and Commercial Customers in the City Service Area;
- (4) performing all customer service, billing, and reporting functions, including assistance with mandatory collection enforcement;
- (5) procuring all equipment and bearing all start-up, operating and maintenance costs for collection and processing or disposal of Garbage, Recyclables, Yard Debris and Organics, including proper safety equipment and insurance for vehicles and workers;
- (6) providing and supervising all labor to accomplish the Scope of Work including labor to collect materials, maintain equipment and provide customer service and billing functions;

- (7) operating a maintenance facility to house and service collection equipment and acquiring all necessary land use, building, operating, and business permits and licenses;
- (8) submitting all informational materials for public release to the City for review and approval prior to release;
- (9) complying with all applicable laws;
- (10) meeting all non-discrimination and OSHA/WISHA standards and all environmental standards and regulations;
- (11) providing a safe working environment and comprehensive liability insurance coverage as set forth in Section 6.5. Proof of this insurance shall be submitted to the City annually;
- (12) providing a valid Contractor's Performance and Payment bond. Proof of this bond shall be submitted to the City annually;
- (13) securing the written approval of the Administrator and surety before assigning or pledging money, or assigning, subcontracting or delegating duties;
- (14) providing route maps to the City indicating the day of week and the Contractor's best estimate of collection time;
- (15) submitting collection day changes to the City for review and approval prior to the change taking place;
- (16) submitting the annual holiday schedule to the City for review and approval prior to distributing the next year's collection schedule to customers;
- (17) submitting prompt notices to the media regarding modifications to the collection schedule due to inclement weather;
- (18) maintaining vehicles and facilities in a clean and sanitary condition; and
- (19) meeting all City reporting requirements;
- (20) public education;

2.3.1.2 City's Responsibilities

The City shall be responsible for:

- (1) overall project administration and final approval of Contractor activities;
- (2) monitoring and evaluation of collection operations with the cooperation of the Contractor;
- (3) reviewing and approving rate modifications due to changes in County disposal fees;
- (4) reviewing and approving all assignment, pledging, subcontracting or delegation of money or duties;

- (5) reviewing and approving collection day changes;
- (6) reviewing and approving the holiday schedule;
- (7) reviewing and approving all contracts, leases, or other documents encumbering or limiting, or for acquisition, lease, or replacement of all vehicles, equipment, and property to be used in performance of this Contract;
- (8) approving certified scales for reporting purposes; and
- (9) holding periodic operations meetings with the Contractor, as necessary.

2.3.2 Customer Service

The Contractor shall be responsible for providing all customer service functions including informing customers of current services and charges, handling customer subscriptions and cancellations, receiving and resolving customer complaints, dispatching Drop-box Containers and special collections, and billing. These functions shall be provided at the Contractor's sole cost with such costs included in the Attachment B customer charges.

2.3.2.1 Location of Customer Service Office

The Contractor shall maintain a principal office in King County within the general vicinity of the City. The Contractor's office and customer service assistance shall be accessible by a local-prefix ("eastside") phone number. The Contractor's office hours shall be open at a minimum from 8 a.m. to 5 p.m. daily, except Saturdays, Sundays and designated holidays. Representatives shall be available at the Contractor's local office during office hours for communication with the public and City representatives.

The Contractor shall maintain an emergency telephone number for use outside normal business hours. The Contractor shall have a representative, or an answering service to contact such representative, available at said emergency telephone number during all hours other than normal office hours.

2.3.2.2 Customer Service Requirements

Service Recipient Complaints and Inquiries

During office hours, the Contractor shall maintain a complaint service and a telephone answering system capable of accepting at least four incoming calls at one time. The Contractor shall record all complaints, including date, time, complainant's name and address if the complainant is willing to give this information, and nature and date and manner of resolution of the complaint, in a computerized daily log. Any such calls received via the Contractor's answering service shall be recorded in the log the following work day. This log shall be available for inspection by City representatives during the Contractor's office hours and shall be in a format approved by the City. The Contractor shall provide a copy of this log in computerized form to the City with the quarterly report.

All incoming calls shall be answered promptly and courteously. A customer should be able to receive recorded service information and also talk directly with a customer service representative when calling the Contractor's customer service telephone number. Upon the

receipt of customer complaints in regards to busy signals or excessive delays in answering the telephone, the City may request and the Contractor shall submit a plan to the City for correcting the problem. Once the City has approved the plan, the Contractor shall have sixty days to implement the corrective measures, except during the implementation period from December 15, 2005 through February 15, 2006 during which the Contractor shall have one week to implement corrective measures. Reasonable corrective measures shall be implemented without additional compensation to the Contractor.

The Contractor shall provide additional staffing during the mobilization and transition period at the beginning of this Contract to ensure that sufficient staffing is available to minimize customer waits and inconvenience. The Contractor shall receive no additional compensation for increased staffing levels during mobilization and transition. Staffing levels during mobilization and transition period shall be subject to City review and approval.

The Contractor shall provide an Internet website containing collection schedules, material preparation requirements, rates, inclement weather service changes and other relevant service information for its customers. The website shall include an e-mail function for customer communication with the Contractor. The website design shall be submitted for City approval prior to collection service commencement.

Recycling and Organics Programs

The Contractor's customer service representatives shall be fully knowledgeable of all collection services available to Bothell residents. For new customers, customer service representatives shall explain all Garbage, Organics and Recyclables collection available. For existing customers, the representatives shall resolve recycling issues, missed pickups, bin deliveries, etc. Customer service representatives shall be trained to inform customers of Organics and Recyclables preparation specifications. City policy questions shall be forwarded to the Administrator for response.

Monitoring and Evaluation

The Contractor shall have a program in place to monitor and evaluate the quality of customer service and to determine overall customer satisfaction with the Contractor's services. Monitoring and evaluation methods should include random customer surveys, periodically monitoring customer service, and other such methods. The Contractor shall work with the City to monitor and ensure that high levels of customer service are demonstrated throughout the contract period.

Commercial Waste Monitoring

The Contractor shall periodically survey Commercial Customers to determine the types of wastes disposed. If this survey indicates that Special Wastes are being disposed with Garbage, the Contractor shall make follow-up contacts with the generator to discuss proper disposal procedures. This program shall be on-going, with contact made at least once every three years with Commercial Customers that, due to the nature of their activities, may produce or improperly dispose of Special Wastes. The Contractor shall document its program and follow-up contacts in the Contractor's monthly report to the City.

2.3.3 Customer Billing Responsibilities

The Contractor shall be responsible for all billing functions related to the collection services provided under this Contract. All Single Family Residential customers shall be billed at least every-other-month and Multifamily and Commercial Customers shall be billed monthly. Billing and accounting costs associated with customer invoicing shall be borne by the Contractor, and are included in the service fees in Attachment B. The Contractor may bill customers City-approved late payment and NSF check charges as well as the costs of bad debt collection. The Contractor may also charge temporary Detachable Container and Drop-box Container customers a \$100.00 or \$350.00 deposit, respectively, to be applied to service charges.

The Contractor shall be responsible for the following:

- a) Generating combined Garbage, Recyclables and Organics collection bills. Bills must include a statement indicating the customer's current service level, current charges and payments, and appropriate taxes;
- b) Accepting, processing and posting payment data each business day;
- c) Establishing a system to monitor customer subscription levels, record excess Garbage collected, and place an additional charge on the customer's bill for the excess collection;
- d) Accepting and responding to customer requests for service level changes and missed or inadequate collection services;
- e) Collecting unpaid charges from customers for collection services; and
- f) Implementing rate changes as specified in Section 3.3.

The Contractor shall be required to have procedures in place to minimize the potential for the loss or damage of the account servicing (customer service, service levels, and billing history) database. The Contractor shall ensure that a daily backup of the account servicing data base is made and stored off-site. The Contractor shall also provide the City with a copy of the customer service data base via e-mail on a monthly basis. The City shall have unlimited rights to use the customer service database to develop targeted educational programs, analyze service level shifts or rate impacts, or to provide information to successor contractors.

Upon five working days written notice, the Contractor shall provide the City with a paper and/or electronic copy of the requested customer information and history, including but not limited to customer addresses, service levels, and current account status.

2.3.4 Reporting

The Contractor shall provide monthly and annual reports to the City. In addition, the Contractor shall allow City staff access to pertinent operations and financial information such as disposal facility certified weight slips and vehicle maintenance logs.

2.3.4.1 Quarterly Reports

On a quarterly basis, by the fifteenth day of each month following the end of the quarter, the Contractor shall provide a report containing the following information for the previous quarter:

- (1) The number of customers at each service level, for each collection sector;
- (2) A log of complaints and resolutions for Garbage, Recyclables and Organics collection services, including missed pickups and responses;
- (3) A compilation of total Organics, and Garbage quantities for each collection sector;
- (4) A summary of Recyclables quantities by collection sector and by commodity, including processing residues disposed and market prices;
- (5) Any changes in Organics processing procedures or tipping fees;
- (6) A description of any vehicle accidents or infractions;
- (7) A description of commercial waste monitoring activities;
- (8) A description of promotion efforts and response.

If collection vehicles are used to service more than one customer sector or jurisdiction, the Contractor shall develop an apportioning methodology that allows the accurate calculation and reporting of collection quantities. The apportioning methodology shall be reviewed and approved by the City and shall be periodically verified through field testing by the Contractor.

2.3.4.2 Annual Reports

On an annual basis beginning in 2007, by the last working day of January, the Contractor shall provide a report containing the following information:

- (1) A consolidated summary and tabulation of the monthly reports, described above;
- (2) A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency, and increase participation in Organics and Recyclables collection programs;
- (3) A discussion of promotion and education efforts and accomplishments;
- (4) An inventory of current collection and other major equipment.

2.3.4.3 Ad Hoc Reports

The City may request from the Contractor up to six ad-hoc reports each year, at no additional cost to the City. These reports may include customer service data base tabulations to identify specific service level or participation patterns or other similar information. These reports shall not require the Contractor to expend more than 100 staff hours per year to complete.

The City may also request daily route information for all service sectors and collection streams for the purpose of evaluating potential collection system changes during the term of the Contract. If requested by the City and provided by the Contractor, such information will be clearly labeled "proprietary" and used for only for internal evaluation purposes and not disclosed to third parties without the written permission of the Contractor. Information received by the City will be subject to existing laws and regulations regarding disclosure, including the *Freedom of Information Act*.

2.3.5 Promotion and Education

The Contractor shall have primary responsibility for developing and executing public education programs to encourage waste reduction and diversion, with the exception of multifamily recycling.

The City shall provide program theme and logo designs to the Contractor for use with Contractor-published materials. The City's theme and logo will identify the City as sponsor, integrate and unify program activities, attract attention, and send positive consistent messages

to the public to spur participation. All Contractor materials and logos are subject to prior City review and approval.

The Contractor shall maintain a complete list of all Multifamily and Commercial sites within the City Service Area and the status of each site's participation in Contractor-provided recycling services. The Contractor shall annually contact, by telephone or site visit, the manager or owner of each non-participating site to encourage participation and inform the manager or owner that the cost of recycling services is included in Garbage charges. The Contractor shall include with its annual report, their list of Multifamily and Commercial sites, recycling status, contact date, outcome and suggestions for increasing participation or other program improvements.

Every Fall, starting in 2006, a legal and proper notice shall be sent by the Contractor to:

- (1) each Single Family Residential customer to notify them of rate modifications, available service levels, opportunities for savings through Organics and recycling diversion, and provisions for special disabled collection;
- (2) each Multifamily site owner or property manager to notify them of rate modifications, the availability of Multifamily recycling collection services and the opportunity for savings through recycling and container downsizing; and
- (3) each Commercial Customer notifying them of rate modifications, the availability of waste reduction and recycling programs and the opportunities for savings through waste reduction and recycling.

All notices shall be subject to prior City review and prior approval.

2.3.6 Mandatory Collection Enforcement

The Contractor shall use its best efforts to assist the City with enforcing mandatory collection requirements throughout the City Service Area. If a route driver notices a non-complying residence or business that driver shall notify Contractor management of the apparent non-compliance. The Contractor shall then ascertain the account status of that residence or business, and shall contact that potential customer via telephone or mail and inform them of the Municipal Code requirement to subscribe for collection. If the potential customer does not comply with collection requirements within 30 days, the Contractor shall provide the name, address and contact history in its monthly report to the City.

In addition, each Spring the Contractor shall compare a City-provided listing of utility service addresses with its customer list to identify any City residences or businesses that have failed to comply with mandatory collection requirements. The Contractor shall solicit those potential customers as set forth above and inform the City of those potential customers that fail to subscribe to collection services.

2.3.7 Field Monitoring

The City may periodically monitor collection system parameters such as participation, container condition, contents weights, waste composition, and customer satisfaction. The Contractor shall assist the City by coordinating the Contractor's operations with the City's field monitoring to minimize inconvenience to customers, the City, and the Contractor.

2.3.8 Transition to Next Contractor

The Contractor shall provide to the City one month from the termination date of this Contract a complete list of customer contacts, phone numbers, addresses, service levels, and other appropriate customer service information. This information shall be provided on magnetic medium, in a commonly recognized format acceptable to the City. This requirement may be fulfilled by the backup requirements described in Section 2.3.3. This customer service information will be provided to the successive contractor to allow a smooth transition between service providers.

The Contractor shall be expected to work with the City and the successive contractor in good faith to ensure a minimum of customer disruption during the transition period. Commercial and Residential container removal and replacement shall be coordinated between current and successive contractors to occur simultaneously to minimize customer inconvenience.

3. Compensation

3.1 Compensation to the Contractor

The Contractor shall be responsible for billing and collecting funds from Single Family and Multifamily Residential and Commercial Customers in accordance with the charges listed in Attachment B. These payments will comprise the entire compensation due to the Contractor.

The charges provided in Attachment B that comprise the base rates charged to customers include the following components:

- a) The Contractor's Garbage collection fee for the particular service level;
- b) A disposal fee component for the particular service level based on the container weights. Actual load weight and disposal cost will be used for Drop-box Container services;
- c) Recycling collection charges for each sector (e.g. Single Family Residential, Multifamily Residential, and Commercial Customers);
- d) For Single Family rates only, Organics collection costs;
- e) The costs of Recycling Bins, Organics, Garbage and multifamily/commercial recycling carts, and Detachable Containers used for Garbage or Commercial Recyclables, but not including Drop-boxes for which separate rental charges shall be assessed;
- f) The Street Preservation Fee collected on behalf of the City to fund necessary improvements to streets.

County hazardous waste fees, state taxes, and City utility taxes shall be added to the charges listed in Attachment B. The Contractor shall not charge separately for Recyclables or Single Family Residential Organics collection services.

Should the City initiate any program that bans materials (other than Yard Debris), penalizes the customer for the composition of his waste stream, changes service levels or alters the rates billed to the customer in any way other than those modifications found in this Contract; the rates shall be adjusted to make the effect on revenue neutral to the Contractor.

3.2 Compensation to the City

The Contractor shall pay to the City one-twelfth of the annual Street Preservation Fee on the first day of each month during the term of this Contract, starting on January 1, 2006. The Street Preservation Fee shall be three hundred thousand dollars (\$300,000.00) during the initial year of this Contract (year 2006). The amount of the annual Street Preservation Fee shall be adjusted each year in accordance with Section 3.3. A specific example of the annual Street Preservation Fee adjustment formula is provided in Attachment C.

In addition to the Street Preservation Fee, the City may, from time to time, impose utility or other taxes that shall be assessed and payable as directed by City ordinance. If new City, County or State taxes are imposed or the rates of existing taxes are changed after the execution date of this Contract, and the impact of these changes results in increased or decreased Contractor costs, the Contractor and City will make compensation adjustments as appropriate and determine the amount and the method of adjustment. Any adjustment in customer rates will coincide with the annual rate adjustment process described in Section 3.3.

3.3 Compensation Adjustments

The Street Preservation Fee and the Contractor's collection service charges as set forth in Attachment B, excluding waste disposal fees, for each level of service shall increase or decrease each year by eighty percent (80%) of the annual percentage change in the Consumer Price Index for the Seattle-Tacoma Metropolitan Area for Urban Wage Earners and Clerical Workers, all items (Revised Series) (CPI-W1967=100), prepared by the United States Department of Labor, Bureau of Labor Statistics or a replacement index. Adjustments will be based on the twelve-month period ending June 30th of the previous year.

Adjustments to the Street Preservation Fee and the Contractor's collection service charges will be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) will not be considered when making adjustments.

Rates will be adjusted annually, beginning January 1, 2007. On or by October 15th of each year, starting October 15th, 2006, the Contractor shall submit to the City for review and approval a Rate Adjustment Statement calculating the new rates to be charged City customers. On City approval, the new rates will take effect on January 1st of the following year. On or by October 15th of each year, the City shall inform the Contractor of the amount of the Street Preservation Fee for the following year.

Periodic adjustments will also be made to Contractor collection rates to reflect increases or decreases in King County disposal fees for solid waste or Organics processing costs. In the event of a change in King County disposal fees, the disposal fee component of rates charged to customers will be adjusted, based on disposal component of the rates found in Attachment B of this Contract. If there is a material change in the contractors processing costs for organic material, the Contractor and the City will negotiate in good faith to provide offsetting compensation to the Contractor for these additional costs. The City shall have the option of terminating the Food Waste element of the Organics collection program.

Specific example of rate modifications due to Consumer Price Index and disposal fee changes are provided in Attachment C.

Should the Contractor be required by the City or other governmental authority to use disposal or Organics processing sites other than those being used at the initiation of this Contract, the Contractor will submit a detailed proposal for the adjustment of the rates to reflect any additional cost or savings to the Contractor. The City and Contractor agree to negotiate in good faith any changes to the rates to offset these costs or savings.

The Contractor will be responsible for providing customer notices of impending rate changes, whether due to Consumer Price Index adjustments or tipping fee changes, as described in Section 2.3.5.2.

The Contractor shall not adjust or modify rates due to employee wage increases, the value of Recyclables, Garbage collection service level shifts, or other such market changes affecting the collection system. At the time of City's decision to extend this Contract through invoking contract extension options, Contractor can present a request for relief for any adverse market changes that have occurred during the previous period of the contract. The City is under no obligation to give consideration for those adverse changes as a condition for invoking the contract extension option.

The Contractor shall submit to the City for review and approval a Rate Adjustment Statement, calculating the new rates for the next year in which an adjustment is required, at least ninety (90) days prior to the anniversary date of this Contract. The approval shall not be unreasonably withheld. The City shall have thirty (30) days to approve or disapprove the new rates; provided, however, that the City may not disapprove a CPI, disposal fee or fuel surcharge increase unless the Rate Adjustment Statement contains errors of calculations. On City approval, the new rates shall take effect on the anniversary date.

3.4 Modifications Due to New Taxes or Surcharges

If new City, King County or Washington State taxes, fees or surcharges are imposed or the rates of existing taxes are changed after the execution date of this Contract, and the impact of these changes results in increased or decreased Contractor costs, the Contractor's rates shall be adjusted accordingly. If there is a change in taxes or surcharges, the Contractor and the City will negotiate in good faith to provide offsetting compensation to the Contractor for these additional costs. Any adjustment in Contractor charges will coincide with the rate adjustment process described in Section 3.3.

3.5 Extraordinary Changes in Fuel Costs

During the term of this Agreement, monthly diesel fuel prices shall be tracked by the Contractor and reported to the City as part of the Contractor's monthly report. Each December 1st (Starting December 1st, 2005) a Base Diesel Price shall be calculated. The initial Base Diesel Price shall be \$2.60 per gallon. On December 1st, 2006 and on successive Agreement anniversary dates, the Base Diesel Price shall be escalated by the CPI adjustment described in Section 3.3.1.

If the average price paid by the Contractor for diesel fuel varies by more than 10% of the Base Diesel Price, the Contractor shall add a fuel surcharge line item to customer bills for on the next billing period and every billing period thereafter, as follows. The surcharge may be either positive or negative.

Total Amount of Surcharge Revenue = 67,900 gallons x [Monthly Average Price – Base Diesel Price]

Surcharge Percentage = Total Amount of Surcharge Revenue / [Total Monthly Billings - Itemized Taxes – Disposal Costs]

For example: If the Base Diesel Price is \$2.60 and the June diesel price is \$3.00, and the Total Monthly Billings are \$32,000.00, the Total Amount of Surcharge Revenue would be \$200.00 and the Surcharge Percentage would be 0.625% of the customer's bill, exclusive of itemized taxes.

The Contractor shall provide copies of fuel invoices to the City within three business days of City request.

3.6 Changes in Law

Changes in federal, State or local laws or regulations or a continuing force majeure that result in a detrimental change in circumstances or a material hardship for the Contractor in performing this Contract may be the subject of a request by the Contractor for a rate adjustment, subject to review and approval by the City, at the City's reasonable discretion. If the City requires review of financial or other proprietary information in conducting its rate review, at the request of the Contractor, the City shall retain a third-party to review such information at the Contractor's expense, and may take any other steps it deems appropriate to protect the confidential nature of Contractor's documents and preserve the Contractor's ongoing ability to remain competitive.

4. Failure to Perform, Remedies, Termination

The City expects high levels of customer service and collection service provision. Performance failures will be discouraged, to the extent possible, through liquidated damages for certain infractions and through contract default for more serious lapses in service provision. Section 4.1 details infractions subject to liquidated damages and Section 4.2 details default provisions and procedures.

4.1 Liquidated Damages

Liquidated damages may be levied if documented in an incident report presented by the City to the Contractor. Disagreements will be subject to the procedures described in Section 4.2. The City reserves the right to make periodic, unscheduled inspection visits to determine the Contractor's compliance with the Contract. Liquidated damages may include, but are not limited to:

Action or Omission	Liquidated Damages
Collection before or after the times specified in Section 2.1.4 except as expressly permitted	\$100.00 per incident (each truck on each route is a separate incident)
Repetition of complaints on a route after notification including, but not limited to, not replacing cans or Detachable Containers in designated locations, spilling, not closing gates, crossing planted areas, or similar violations	\$25.00 each not to exceed 30 complaints per truck per day
Failure to collect spilled materials	Twice the cost of cleanup to the City or County plus \$50.00 each incident

City observed leakage from Contractor vehicles or vehicle contents	\$100.00 each vehicle, each inspection
Failure to collect missed materials within one business day (including Saturday) after notification	\$50.00 each incident to a maximum of \$500.00 per truck per day on Residential routes and no maximum for commercial routes
Collection from Residential premises on other than the day specified	\$10.00 per structure, to a maximum of \$250 per truck, per day
Missed collection of entire block segment of Single Family Residences (excluding collections prevented by inclement weather)	\$150.00 per block segment if collection is performed the following day, \$500.00 per block segment if not collected the following day
Collection as Garbage of Source-separated Recyclables or Yard Debris	\$20.00 per incident, up to maximum of \$500.00 per truck, per day
Rejection of Residential or Commercial Recyclables without providing documentation to the customer of the reason for rejection	\$25.00 per incident
Failure to deliver Detachable Containers to new commercial garbage customers within seven business days	\$50.00 per container, per day
Failure to deliver carts, Detachable Containers or Drop-box Containers within 15 days to commercial/Multi-family garbage or recycling customers requesting service after January 1, 2006	\$50.00 per container, per day
Failure to deliver carts or Recycling Bins within seven days to Single-family Residential customers after service starts on January 1, 2006.	\$15.00 per container, per day

<u>Action or Omission (continued)</u>	<u>Liquidated Damages</u>
Misrepresentation by Contractor in records or reporting	\$500.00 per incident
Failure to make required reports on time	\$250.00 per incident
Failure to maintain clean and sanitary vehicles and facilities	\$25.00 per vehicle, up to maximum of \$100.00 per inspection
Failure to clean or replace Detachable Containers within 24 hours of notification by the City	\$25.00 per container, per day
Landfilling or incineration of uncontaminated Source-separated Recyclables or Yard Debris with no maximum	\$1,000 per vehicle, per incident,

without the express written permission of the City or County

Transition:

Failure to deliver Garbage carts, to all existing Single-family residences before January 16, 2006.

\$1,000.00 per day for each day past January 16, 2006.

Failure to deliver commercial recycling containers by January 16, 2006 to customers that sign up by December 15, 2005.

\$1,000.00 per day for each day past January 16, 2006.

Nothing in this section shall be construed as providing an exclusive list of the acts or omissions of the Contractor which shall be considered violations or breaches of the Contract and the City reserves the right to exercise any and all remedies it may have with respect to these and other violations and breaches. The liquidated damages schedule set forth here shall not affect the City's ability to terminate the contract as described in Section 4.2.

Liquidated damages may be levied if documented in an incident report presented by the City to the Contractor. Liquidated damages, if assessed during a given month, shall be invoiced by the City to the Contractor. The Contractor shall be required to pay the City the invoiced amount within 30 days of billing. Failure to pay liquidated damages shall be considered a breach of this Contract.

Any fine may be appealed by the Contractor to the Administrator. The Contractor shall be allowed to present evidence why the fine should be lessened or eliminated. The decision of the Administrator shall be final.

4.2 Contract Default

The Contractor shall be in default of this Contract if it violates any provision of this Contract. The City reserves the right to declare the Contractor to be in default in the event of any violation which shall include, but not be limited to, the following:

- (1) The Contractor fails to commence the collection of Garbage, Recyclables or Organics or fails to provide any portion of service under contract for a period of more than five days;
- (2) The Contractor fails to obtain and maintain any permit required by the City, County, or any federal, state, or other regulatory body in order to collect materials under contract;
- (3) The Contractor's noncompliance creates a hazard to public health or safety;
- (4) The Contractor repeatedly or persistently acts or fails to act in a manner that is subject to liquidated damages.

The City reserves the right to pursue any remedy available at law for any default by the Contractor. In the event of default, the City shall give the Contractor thirty days prior written notice of its intent to exercise its rights, stating the reasons for such action. However, if an

emergency shall arise that does not allow 30 days prior written notice, the City shall immediately notify the Contractor of its intent to exercise its rights immediately. If the Contractor cures the stated reason within the stated period, or if the Contractor 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 for the particular incident. If the Contractor fails to cure the stated reason within the stated period, or if the Contractor does not undertake efforts satisfactory to the City to remedy the stated reason, then the City may order the Contractor to discontinue any further service thereunder.

If Contractor shall abandon or violate any portion of this contract or fail to fully and promptly comply with all its obligations, or shall fail to give any reason satisfactory to the City for noncompliance, and fails to correct the same, the City, after the initial thirty days' notice, may then declare the Contractor to be in default of this contract and notify the Contractor to discontinue any further service thereunder, a copy of said notice to be sent to the Contractor and surety on its performance bond.

Upon receipt of such notice, Contractor agrees that it will promptly discontinue the work, whereupon the surety may, at its option, to be exercised within 10 days from such written notice, assume the work which the City has ordered discontinued and proceed to perform same, at its sole cost and expense, in compliance with the terms and conditions of the contract, and all documents incorporated herein. Pending consideration by the surety of said option to assume the work, the City may take possession of all the Contractor's equipment and vehicles and employ such force as it may deem advisable to continue the work. The cost of all labor and materials necessary for such work shall be paid by the Contractor in full, provided the City shall pay a monthly rental fee for the use of Contractor's equipment and vehicles as set forth in Section 4.2.

In the event that the surety fails to exercise its option within the 10 day period, the City may complete the work or any part thereof, either through its own work force or by contract, and the City shall have the right to take possession of and use of the vehicles and equipment and property of every kind and nature provided by the Contractor for the work (provided it may pay the rental and assume all liability of City operation for equipment and vehicles set forth above) and to procure other vehicles, equipment and facilities necessary for the completion of the same, and to charge the same to the Contractor and/or surety, together with all reasonable costs incidental thereto.

The City shall be entitled to recover from the Contractor and its surety as damages all expenses incurred, including reasonable attorney's fees, together with all such additional sums as may be necessary to complete the work, together with any further damages sustained or to be sustained by the City.

The City may, at its option, operate the equipment of the Contractor with City forces in the event of a strike, work slow down or work stoppage.

If City employees provide Garbage, Organics and/or Recyclables collection then the actual incremental costs of City labor and administration will serve as the basis for a mutually agreed charge to the Contractor.

5. Notices

All notices required or contemplated by this Agreement shall be personally served or mailed, (postage prepaid and return receipt requested), addressed to the parties as follows:

To City: Solid Waste Contract Administrator
City of Bothell
9654 N.E. 182nd Street
Bothell, WA 98011

To Contractor: Contract Administrator
Waste Management of Washington, Inc.
801 Second Ave. Ste 614
Seattle, WA 98104

6. General Terms

6.1 Collection Right

The Contractor shall be the exclusive provider with which the City will contract to collect Garbage, Construction and Demolition Debris, Organics and Recyclables placed in designated containers and set out in the regular collection location within the City Service Area. When asked by the Contractor, the City shall use its best efforts to protect this right of the Contractor; however, the City shall not be obligated to join or instigate litigation to protect the right of the Contractor.

This contract provision will not apply to Garbage, Recyclables or Yard Debris self-hauled by the generator in excess of their normal collection service level provided by the Contractor; to Source-Separated Recyclables hauled by common or private carriers (including drop-off recycling sites); to construction/demolition waste hauled by self-haulers in the normal course of their business; or to Yard Debris generated and hauled by private landscaping services.

The Contractor shall retain ownership interest in Garbage, Recyclables and Organics once these materials are placed in Contractor-owned containers. The Contractor shall retain revenues gained from the sale of Recyclables or Organics. Likewise, a tipping or acceptance fee charged for Organics or Recyclables shall be the financial responsibility of the Contractor.

Nothing in this section shall restrict the City from executing contracts with WUTC-certificated haulers in annexation areas outside of the City Service Area.

6.2 Access to Records

The Contractor shall maintain in its local office full and complete operations and customer service records related to the performance of this contract that at all reasonable times shall be open for inspection and copying for any reasonable purpose by the City. In addition, the Contractor shall, during the Contract term and at least five years thereafter, maintain in an office in King County, reporting records and billing records pertaining to the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting the Contractor's work. Those Contractor's accounts shall include but shall not be limited to all records, invoices and payments under the contract, as adjusted for additional and deleted work. The City will be allowed access to these records for audit and review purposes.

6.3 Contractor to Make Examinations

The Contractor has made his own examination, investigation and research regarding proper method of doing the work, and all conditions affecting the work to be done, and the labor, equipment and materials needed thereon, and the quantity of the work to be performed. The Contractor agrees that he has satisfied himself to his own investigation and research regarding all of such conditions, and that his conclusion to enter into this Contract was based upon such investigation and research, and that he shall make no claim against the City because of any of the estimates, statements or interpretations made by any officer or agent of the City which may be erroneous.

Except as otherwise provided in this Agreement, the Contractor assumes the risk of all conditions foreseen and unforeseen, and agrees to continue to work without additional compensation under whatever circumstances may develop other than as provided herein.

6.4 Availability of Collection Vehicles

The Contractor's equipment used in the performance of this Contract shall be available for use by the City in case of contract default, as described in Section 4.2. For this purpose, any document (including a lease to or by the Contractor; a financing contract; an acquisition over time; a mortgage or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:

- (i) Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the contract during its remaining life; and,
- (ii) In the event the Contractor is in default and the surety on the Contractor's performance bond fails to assume or continue performance within 48 hours after notice to do so, allow the City to lease or sub-lease all or a portion of such property and use the same for a period of up to six months following the date of the declaration of default by the Administrator, to provide such collection services on the condition that the City pays to the City's lessor a market rental for the equipment or property actually used in an amount no greater than the monthly lease in event of a lease, the installment payment in event of a purchase contract, or the monthly interest and principal in event of a financing arrangement; and,
- (iii) Exempt the City from liability during its usage of such property for balloon payments, accrued interest, accelerated charges on account of default, or other extraordinary payments; nor make satisfaction thereof a condition of the City's interim usage; and,
- (iv) Forbid any foreclosure, trustee's sale, or other dispossession of the Contractor's interest without giving both the City and surety on the Contractor's performance bond sixty days prior notice, and then, make any termination of the Contractor's possessor interest pursuant to such document or the enforcement thereof subject to the requirements of subsections (i), (ii) and (iii) of this section.

In event of default, the Contractor shall allow the City to use such property in order to continue collection services within the contract service area for a period of up to six months. Market-rate rental fees for all types of collection vehicles will be paid to the Contractor or successor interest, as set forth in subsection (ii), above. To assure compliance with this section, the Contractor shall submit the following to the Administrator for review and approval:

- (i) All contracts, leases, or other documents encumbering or limiting the Contractor's interest in such property;
- (ii) All contracts, leases, or other documents for acquisition or lease or replacement or substitute equipment for such property; and,
- (iii) Any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement.

No contract shall be awarded without the Administrator's prior approval of the documents identified in this section and no transactions identified in this section shall take effect without the Administrator's approval. The Administrator's approval shall not be unreasonably withheld.

6.5 Insurance

6.5.1 General Requirements

Subsequent to the award but prior to the execution of this Contract, the Contractor at its own expense shall obtain and file with the Administrator a Certificate of Insurance evidencing general comprehensive liability insurance coverage (including all of the coverages set forth below). This Certificate of Insurance shall be subject to approval by the City of Bothell as to company, terms and coverages. All insurance shall be written on an occurrence basis.

Such liability insurance must specifically name the City of Bothell as an additional insured thereunder and must fully protect the City from any and all claims and risks and losses in connection with any activities or omissions by the Contractor by virtue of this contract.

Such liability insurance must be maintained in full force and effect at the Contractor's sole expense for liability for property damage or personal injury that may occur in connection with activities or omissions by the Contractor by virtue of this contract. The City of Bothell shall be given thirty (30) calendar days prior written notice, by certified mail, of any cancellation, lapse, reduction or modification of such insurance.

6.5.2 Coverages

Said insurance policy and/or an endorsement thereto, as evidenced by the Certificate of Insurance, must provide the following minimum coverages and limits and contain the following provisions:

- Bodily Injury
- Employees as Additional Insured
- Premises/Operations Liability (M&C)
- Owners and Contractors 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 (referred to as "X.C.U.")

6.5.3 Minimum Limits

All Coverages:

- \$2,000,000 per occurrence

Providing of coverage in this stated amount shall not be construed to relieve the Contractor 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 Contractor under this contract. Contractor will assess its own risks and, if it deems appropriate and prudent, maintain greater limits.

6.5.4 Required Endorsements

The following language shall be in all applicable policies and on the Certificate of Insurance:

"The insurance company or companies designated on the front of this Certificate certifies that the policy or policies described include the following minimum coverages and limits:

Standard Coverages

- Bodily Injury
- Employees as Additional Insured
- Premises/Operations Liability (M&C)
- Owners and Contractors 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 (referred to as "X.C.U.")

Standard Limits

- \$2,000,000 per occurrence

Endorsement for Additional Insured

The City of Bothell is an additional named insured for all coverages provided by this policy of insurance and shall be fully and completely protected from all claims and risks by this policy and for any and every injury, death, damage and/or loss of any sort whatsoever, including consequential damages, sustained by any person, organization or corporation in connection with any activity performed by the Contractor by virtue of the provisions of that Contract between the City of Bothell and Waste Management of Washington, Inc., entitled "*Comprehensive Garbage, Recyclables and Organics Collection Contract*," dated October ____, 2005. The coverage shall contain no special limitations on the scope of protection afforded to the City, 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 modified in any respect without providing at least thirty (30) calendar days prior written notice by certified mail to Solid Waste Contract

Administrator, City of Bothell, 15670 N.E. 85th St., P.O. Box 97010, Bothell, Washington 98073-9710.

The coverages provided by this policy shall be primary to any insurance maintained by the City of Bothell. Any insurance or self-insurance maintained by the City, its officials, agents employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it."

6.5.5 ACORD Form

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:

Wording at top of ACORD Form - "This Certificate is issued as a matter of information only and confers no right upon the certificate holder - Shall be Deleted In Its Entirety.

Wording at bottom of ACORD Form - "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named 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 thirty (30) calendar days prior written notice to the below named Certificate holder and Additional Insured, the City of Bothell, by certified mail."

6.6 Performance Bond

The Contractor shall provide and maintain at all times, a valid Contractor's Performance and Payment Bond or bonds, letter of credit or other similar instrument acceptable to and approved in writing by the City in an amount equal to 25% of the estimated annual revenues generated under this Contract. The bond, letter of credit or other similar instrument shall be issued for a period of not less than one year, and the Contractor shall provide a new bond, letter of credit or similar instrument, and evidence satisfactory to the City of its renewability, no less than sixty calendar days prior to the expiration of the bond, letter of credit or other similar instrument then in effect. The City shall have the right to call the bond, letter of credit or other similar instrument in full in the event its renewal is not confirmed prior to 5 calendar days before its expiration.

6.7 Indemnification

- (1) The Contractor shall at all times during the term of the contract indemnify, hold harmless and defend the City, their elected officials, officers, employees, agents and representatives, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorney's fees in defense thereof, or injuries, sickness or death to persons, or damage to property, which is caused by or arises out of the Contractor's exercise of rights and privileges granted by the agreement, provided, however, that
 - (A) The Contractor's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from sole willful or negligent acts or actions of the City, its officers, agents or employees; and

(B) The Contractor's obligation to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from concurrent willful or negligent acts or actions of the Contractor and the City shall apply only to the extent of the Contractor's negligence.

(2) With respect to the obligations to hold harmless, indemnify and defend provided for herein, as they relate to claims against the City, its officers, agents and employees, the Contractor agrees to waive the Contractor's immunity under industrial insurance, Title 51 RCW, for any injury, sickness or death suffered by the Contractor's employees which is caused by or arises out of the Contractor's negligent exercise of rights or privileges granted by the agreement. This waiver is mutually agreed to by the parties.

6.8 Assignment of Contract

6.8.1 Assignment or Pledge of Moneys by the Contractor

The Contractor shall not assign or pledge any of the moneys due under this contract without securing the written approval of the surety on the performance bond and providing at least thirty (30) calendar days prior notice to the Administrator of such assignment or pledge together with a copy of the surety's approval thereof such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this contract.

6.8.2 Assignment; Subcontracting; Delegation of Duties

The Contractor shall not assign or sub-contract any of the work or delegate any of its duties under this Contract without the prior written approval of the Administrator.

When requested, approval by the Administrator of a subcontract or assignment shall not be unreasonably withheld. In the event of an assignment, sub-contracting or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this contract and the assignee, subcontractor, other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The Administrator may condition approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to fully and faithfully complete the work or responsibility undertaken.

6.9 Laws to Govern/Venue

This Contract shall be governed by the laws of the State of Washington both as to interpretation and performance. Venue will be in Superior Court in the State of Washington for King County.

6.10 Compliance With Law

The Contractor, its officers, employees, agents and subcontractors shall comply with applicable federal, state, county, regional or local laws, statutes, rules, regulations or ordinances, including those of agencies having jurisdiction over the project, in performing its obligations under the Contract. Such compliance shall include abiding by all applicable federal, state and local policies to ensure equal employment opportunity based on ability and fitness to all persons regardless of race, creed, color, national origin, religion, sex, physical handicaps or age. The

Contractor shall comply with the City of Bothell Ordinance No. 644, dated June 19, 1972, pertaining to the City's Affirmative Action Program and compliance with all other applicable laws pertaining to employment practices, employee treatment and public contracts.

Conditions of the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and standards and regulations issued under these Acts from time-to-time must be complied with. The Contractor must indemnify and hold harmless the City of Bothell from all damages assessed for the Contractor's failure to comply with the Acts and Standards issued thereunder. The Contractor is also responsible for meeting all pertinent local, state and federal health and environmental regulations and standards applying to the operation of the collection and processing systems used in the performance of this Contract.

The Contractor is specifically directed to observe all weight-related laws and regulations in the performance of these services, including axle bridging and loading requirements.

6.11 Permits and Licenses

The Contractor and subcontractors shall secure a City of Bothell business license and pay fees and taxes levied by the City. The Contractor shall have or obtain all permits and licenses necessary to provide the services herein at its sole expense.

Except as otherwise provided in this agreement, the Contractor shall be solely responsible for all taxes, fees and charges incurred, including but not limited to license fees, all federal, state, regional, county and local taxes and fees, including income taxes, property taxes, permit fees, operating fees, surcharges of any kind that apply to any and all persons, facilities, property, income, equipment, materials, supplies or activities related to the Contractor's activities under City contract, business and occupation taxes, workers' compensation and unemployment benefits.

6.12 Relationship of Parties

The City and Contractor intend that an independent City/Contractor relationship will be created by this Contract. The implementation of services will lie solely with the Contractor. No agent, employee, servant, or representative of the Contractor shall be deemed to be an employee, agent, servant, or representative of the City.

6.13 Bankruptcy

It is agreed that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this contract, at the option of the City, may be terminated effective on the day and at the time the bankruptcy petition is filed.

6.14 Right to Renegotiate/Amendment

The City shall retain the right to reinstate this Contract or negotiate contract amendments based on policy changes, state statutory changes or rule changes in county, State or Federal regulations regarding issues that materially modify the terms and conditions of the Contract. The City may also renegotiate this Contract should any State, County or City rate or fee associated with the Contract be held illegal or any increase thereof be rejected by voters. In addition, the Contractor agrees to renegotiate fairly with the City in the event the City wishes to

add additional services to the Contract and to provide full disclosure of existing and proposed costs and operational impacts of any proposed changes.

This Contract may be amended, altered or modified only by a written amendment, alteration or modification, executed by authorized representatives of the City and the Contractor.

6.15 Force Majeure

Provided that the requirements of this Section are met, Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Contract if Contractor's performance is prevented or delayed by acts of God including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, civil disturbances, acts of the public enemy, wars, blockades, public riots, acts of terrorism, breakage, explosions, accident to machinery, equipment or materials, unavailability or required materials or disposal diets, governmental restraint or other causes, whether of the kind enumerated or otherwise, which are not reasonably within the control of the Contractor ("Force Majeure"). If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, it shall give the City promptly written notice of the Force Majeure event, describing it in reasonable detail. The Contractor's obligations under this Contract shall be suspended but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists. Notwithstanding anything to the contrary herein, the Parties agree that the settlement of strikes, lockouts or other industrial disturbances and litigation, including appeals, shall be entirely within the discretion of the Contractor, and Contractor may make settlement thereof at such time and on any such terms and conditions as it may deem to be advisable, and no delay in making such settlement shall deprive Contractor of the benefit of this section.

6.16 Illegal Provisions

If any provision of this Contract shall be declared illegal, void, or unenforceable, the other provisions shall not be affected, but shall remain in full force and effect.

6.17 Waiver

No waiver of any right or obligation of either party hereto shall be effective unless in writing, specifying such waiver, executed by the party against whom such waiver is sought to be enforced. A waiver by either party of any of its rights under this Contract on any occasion shall not be a bar to the exercise of the same right on any subsequent occasion or of any other right at any time.

6.18 Entirety

This Contract and the attachments attached hereto and incorporated herein by this reference specifically Attachments A-C, represent the entire agreement of the City and the Contractor with respect to the services to be provide under this Contract. No prior written or oral statement or proposal shall alter any term or provision of this Contract.

WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

Waste Management, Inc.

By



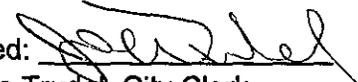
CITY OF BOTHELL

By



Bob Stowe, City Manager

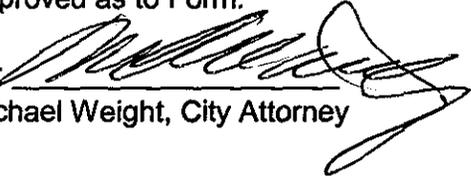
Attested:



JoAnne Trudel, City Clerk

Approved as to Form:

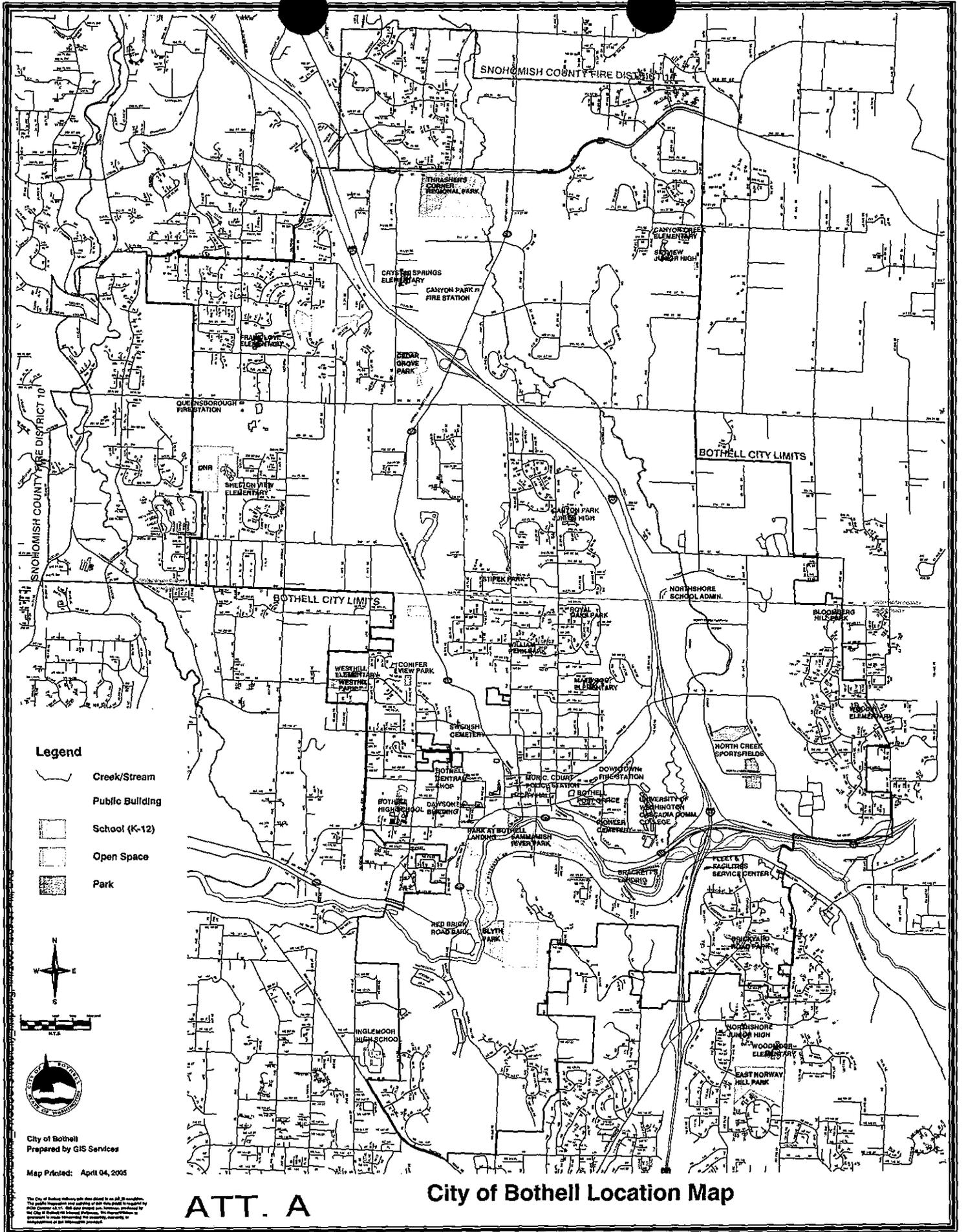
By



Michael Weight, City Attorney

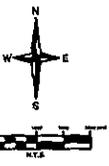
Attachments:

- A: City Service Area
- B: Customer Charges
- C: Rate Modification Examples



Legend

-  Creek/Stream
-  Public Building
-  School (K-12)
-  Open Space
-  Park



City of Bothell
Prepared by GIS Services

Map Printed: April 04, 2005

This City of Bothell software was created in an Arc 9.0 environment. The public information and mapping is not intended for use in any other environment. The City of Bothell is not responsible for any errors or omissions in this map. The City of Bothell is not responsible for any damage or loss resulting from the use of this map. The City of Bothell is not responsible for any damage or loss resulting from the use of this map.

ATT. A

City of Bothell Location Map

Waste Management - Sno-King

City of Bothell Contract Rate Sheet				
Service Class & Services	# of Customers Pick ups/Hauls	New Rates - effective 1/1/08		
		Service	Disposal	Total
RESIDENTIAL				
Monthly Service				
35 gal. cart		\$ 2.40	\$ 3.60	\$ 6.00
Weekly Service				
20 gal. mini-cart	626	\$ 3.43	\$ 3.70	\$ 7.13
35 gal. cart	5,016	\$ 5.80	\$ 6.08	\$ 11.88
64 gal. cart	1,561	\$ 12.65	\$ 11.11	\$ 23.76
96 gal. cart	303	\$ 18.98	\$ 16.66	\$ 35.64
Extra garbage Cans/Bags (EA.)		\$ 3.28	\$ 1.14	\$ 4.42
Extra Yard Debris Service				
Extra YW Cans/Bags (EA.)		\$ 4.07		\$ 4.07
Extra 96 Gal. YW Cart		\$ 5.05		\$ 5.05
Miscellaneous Fees:				
Return Trip		\$ 6.02	\$ -	\$ 6.02
Drive-in Charge		\$ 8.91	\$ -	\$ 8.91
Redelivery Fee		\$ 16.13	\$ -	\$ 16.13
Residential carry-out surcharge				
All residential Can/Cart Service Levels		\$ 16.13	\$ -	\$ 16.13
On-Call Bulky Waste Collection:				
Appliances (non-refrigerant)		\$ 48.41	\$ (1.00)	\$ 47.41
Refrigerators/Freezers		\$ 48.41	\$ 25.50	\$ 73.91
Sofas		\$ 48.41	\$ 4.20	\$ 52.61
Chairs		\$ 32.28	\$ 3.10	\$ 35.38
Mattress or Box Springs		\$ 23.67	\$ 2.10	\$ 25.77
Tires: Auto/Light Truck		\$ 16.13	\$ 5.00	\$ 21.13
Bus/Heavy Truck		\$ 16.13	\$ 7.50	\$ 23.63
Add'l for Rims or Wheels		\$ 11.84	\$ (1.00)	\$ 10.84
Miscellaneous, per cubic yard		\$ 58.10	\$ 20.63	\$ 78.73
Temporary Container Service:				
Temp. 2 Yard Container		\$ 78.64	\$ 9.50	\$ 88.14
Daily Rent		\$ 1.34	\$ -	\$ 1.34
Delivery Fee		\$ 24.20	\$ -	\$ 24.20
Temp. 4 Yard Container		\$ 82.41	\$ 16.90	\$ 99.31
Daily Rent		\$ 1.61	\$ -	\$ 1.61
Delivery Fee		\$ 24.20	\$ -	\$ 24.20
Temp. 6 Yard Container		\$ 94.39	\$ 23.76	\$ 118.15
Daily Rent		\$ 2.15	\$ -	\$ 2.15
Delivery Fee		\$ 24.20	\$ -	\$ 24.20
Temp. 40 yard Container		\$ 791.80	\$ 825.00	\$ 1,616.80

ATT. B

Waste Management - Sno-King

City of Bothell Contract Rate Sheet				
Service Class & Services	# of Customers Pick ups/Hauls	New Rates - effective 1/1/06		
		Service	Disposal	Total
Daily Rent		\$ 75.30	\$ -	\$ 75.30
COMMERCIAL				
Commercial/Multifamily Carts				
35 gal. cart		\$ 14.42	\$ 4.92	\$ 19.34
64 gal. cart		\$ 28.12	\$ 9.60	\$ 37.72
96 gal. cart		\$ 32.05	\$ 10.94	\$ 42.99
Extra garbage Cans/Bags (EA.)		\$ 3.34	\$ 1.14	\$ 4.48
Miscellaneous Services				
Return Trip		\$ 18.82	\$ -	\$ 18.82
Carry-Out Svc (Per Can)		\$ 8.91	\$ -	\$ 8.91
Redelivery Fee		\$ 16.13	\$ -	\$ 16.13
Roll-out Container		\$ 10.87	\$ -	\$ 10.87
Disconnect Hydraulics		\$ 7.27	\$ -	\$ 7.27
Unlock Container		\$ 8.63	\$ -	\$ 8.63
Gate Opening		\$ 8.91	\$ -	\$ 8.91
Steam Cleaning (Per Yd.)		\$ 8.61	\$ -	\$ 8.61
Com'l/Multifamily Uncompacted Containers:				
1 Cu. Yd. Uncompacted				
1 Pickup/Week/Container	25	\$ 49.10	\$ 15.12	\$ 64.22
2 Pickups/Week/Container	5	\$ 108.55	\$ 33.77	\$ 142.32
3 Pickups/Week/Container	5	\$ 168.01	\$ 52.43	\$ 220.44
4 Pickups/Week/Container		\$ 227.05	\$ 70.94	\$ 297.99
5 Pickups/Week/Container		\$ 286.39	\$ 89.56	\$ 375.95
1.5 Cu. Yd. Uncompacted				
1 Pickup/Week/Container		\$ 73.48	\$ 22.62	\$ 96.10
2 Pickups/Week/Container		\$ 157.30	\$ 48.77	\$ 206.07
3 Pickups/Week/Container		\$ 241.56	\$ 75.07	\$ 316.63
4 Pickups/Week/Container		\$ 324.94	\$ 101.07	\$ 426.01
5 Pickups/Week/Container		\$ 408.76	\$ 127.22	\$ 535.98
2 Cu. Yd. Uncompacted				
1 Pickup/Week/Container	25	\$ 98.13	\$ 30.22	\$ 128.35
2 Pickups/Week/Container	8	\$ 206.62	\$ 63.97	\$ 270.59
3 Pickups/Week/Container		\$ 315.11	\$ 97.72	\$ 412.83
4 Pickups/Week/Container		\$ 422.83	\$ 131.21	\$ 554.04
5 Pickups/Week/Container		\$ 531.12	\$ 164.89	\$ 696.01
3 Cu. Yd. Uncompacted				
1 Pickup/Week/Container	27	\$ 147.23	\$ 45.33	\$ 192.56
2 Pickups/Week/Container	14	\$ 304.82	\$ 94.20	\$ 399.02
3 Pickups/Week/Container	2	\$ 462.41	\$ 143.08	\$ 605.49
4 Pickups/Week/Container		\$ 618.86	\$ 191.56	\$ 810.42
5 Pickups/Week/Container		\$ 776.16	\$ 240.33	\$ 1,016.49
4 Cu. Yd. Uncompacted				

Waste Management - Sno-King

City of Bothell Contract Rate Sheet				
Service Class & Services	# of Customers Pick ups/Hauls	New Rates - effective 1/1/06		
		Service	Disposal	Total
1 Pickup/Week/Container	50	\$ 196.26	\$ 60.43	\$ 256.69
2 Pickups/Week/Container	25	\$ 402.87	\$ 124.39	\$ 527.26
3 Pickups/Week/Container	7	\$ 609.49	\$ 188.36	\$ 797.85
4 Pickups/Week/Container		\$ 814.61	\$ 251.81	\$ 1,066.42
5 Pickups/Week/Container		\$ 1,020.85	\$ 315.85	\$ 1,336.70
6 Cu. Yd. Uncompacted				
1 Pickup/Week/Container	55	\$ 294.38	\$ 90.64	\$ 385.02
2 Pickups/Week/Container	40	\$ 606.28	\$ 184.82	\$ 791.10
3 Pickups/Week/Container	8	\$ 906.25	\$ 279.00	\$ 1,185.25
4 Pickups/Week/Container		\$ 1,208.78	\$ 372.42	\$ 1,581.20
5 Pickups/Week/Container		\$ 1,512.96	\$ 466.41	\$ 1,979.37
8 Cu. Yd. Uncompacted				
1 Pickup/Week/Container	70	\$ 402.07	\$ 120.86	\$ 522.93
2 Pickups/Week/Container	50	\$ 798.58	\$ 245.26	\$ 1,043.84
3 Pickups/Week/Container	20	\$ 1,204.65	\$ 369.65	\$ 1,574.30
4 Pickups/Week/Container		\$ 1,604.60	\$ 493.05	\$ 2,097.65
5 Pickups/Week/Container		\$ 2,006.74	\$ 617.20	\$ 2,623.94
Compacted Containers:				
1 Cu. Yd. Container		\$ 54.64	\$ 57.45	\$ 112.09
1.5 Cu. Yd. Container		\$ 82.14	\$ 85.96	\$ 168.10
2 Cu. Yd. Container		\$ 109.28	\$ 114.82	\$ 224.10
3 Cu. Yd. Container		\$ 163.92	\$ 172.27	\$ 336.19
4 Cu. Yd. Container		\$ 218.57	\$ 229.63	\$ 448.20
6 Cu. Yd. Container		\$ 327.85	\$ 344.44	\$ 672.29
Extra loose cubic yard, per pickup		\$ 13.07	\$ 4.46	\$ 17.53
Commercial/Multifamily Yard Debris				
1 96 Gallon Cart, weekly collection		\$ 8.27	\$ -	\$ 8.27
1 2 cubic yard container, weekly		\$ 86.71	\$ -	\$ 86.71
1 extra cubic yard		\$ 43.36	\$ -	\$ 43.36
New Rates - effective 1/1/06				
Service Class & Services		Monthly Rental	Daily Rental	Charge/Haul/Ton
ROLL OFF				
Non-compacted Drop-box Service				
1 10 Cu. Yd. Container		\$ 39.81		\$ 122.31
1 15 Cu. Yd. Container		\$ 39.81		\$ 122.31
1 20 Cu. Yd. Container		\$ 48.41		\$ 122.31
1 25 Cu. Yd. Container		\$ 48.41		\$ 122.31
1 30 Cu. Yd. Container		\$ 71.00		\$ 122.31
1 40 Cu. Yd. Container		\$ 71.00		\$ 122.31
Compacted Drop-box Service				
1 10 Cu. Yd. Container				\$ 122.31
1 15 Cu. Yd. Container				\$ 122.31

Waste Management - Sno-King

City of Bothell Contract Rate Sheet				
Service Class & Services	# of Customers Pick ups/Hauls	New Rates - effective 1/1/06		
		Service	Disposal	Total
1 20 Cu. Yd. Container				\$ 122.31
1 25 Cu. Yd. Container				\$ 122.31
1 30 Cu. Yd. Container				\$ 122.31
0 40 Cu. Yd. Container				\$ 122.31
Roll Off Disposal				*
Service Class & Services		New Rates - effective 1/1/06		
		Daily Rent		Service Charge
Temporary Drop-box Service				
1 10 Cu. Yd. Container		\$ 2.69		\$ 127.65
1 15 Cu. Yd. Container		\$ 2.69		\$ 127.65
1 20 Cu. Yd. Container		\$ 3.23		\$ 127.65
1 25 Cu. Yd. Container		\$ 3.23		\$ 127.65
1 30 Cu. Yd. Container		\$ 4.84		\$ 127.65
1 40 Cu. Yd. Container		\$ 4.84		\$ 127.65
Additional Services				
Additional Mileage Charge				
For Hauls to Other Sites				
Charge Per Mile				\$ 3.62
Return Trip				\$ 18.82
Solid Drop-box Lid Charge (per month)				\$ 5.92
Steam Cleaning (per yd.)				\$ 8.61
Minimum Charge				\$ 3.62
Stand-By Time (per minute)				\$ 1.25
Disconnect Hydraulics for Roll Off containers				\$ 7.27
Hourly Rates				
Rear/Side Load Packer & Driver				\$ 74.87
Front Load Packer & Driver				\$ 74.87
Drop Box Truck & Driver				\$ 74.87
Additional Labor (per person)				\$ 36.85

* 10% more than the gate rate at the appropriate disposal site

Attachment C

Rate Modification Examples

The collection and disposal components of the customer charges listed in Attachment B will be adjusted separately, as appropriate. The collection component of customer charges will be adjusted annually, pursuant to this section and as described below. The disposal component of the customer charges listed in Attachment B will be adjusted only if the City receives notification from the County of a pending disposal fee adjustment, and will not become effective until the new disposal charges become effective and are actually charged to the Contractor. Formulas for both collection and disposal rate adjustments are provided as follows:

Collection Component Adjustment

The collection component listed in Attachment B will be increased or decreased by the amount of the CPI change:

$$NCC = PCC \times 1 + \frac{nCPI - oCPI}{oCPI} \times 0.8$$

- Where
- NCC = The new collection charge component of the customer rate for a particular service level; and
 - PCC = The previous collection charge component of the customer rate for a particular service level; and
 - nCPI = The most recent July CPI value; and
 - oCPI = The CPI value used for the previous rate adjustment or, in the case of the first contract adjustment, the CPI value reported for July, 2006.

Disposal Component Adjustment

In the case of a disposal fee modification at County disposal facilities, the disposal component of each service level will be adjusted as follows:

Step 1:

$$A = ODC \times \frac{NTF}{OTF}$$

Step 2:

$$NDC = A + ((A - ODC) \times \text{Current Excise Tax Rate})$$

- Where
- NDC = The new disposal charge component of the customer rate for a particular service level; and
 - NTF = The new disposal fee, dollars per ton; and

ODC = The old disposal charge component of the customer rate for a particular service level; and

OTF = The old disposal fee, dollars per ton; and

A = Pre-excise tax adjusted disposal component

Current Excise Tax Rate = the current State excise tax (0.015 in 2001)

For example, if the previous CPI is 143.2, the new CPI is 144.3 and the disposal fee will increase from \$70 to \$80 per ton starting on January 1, 200x, the old disposal charge is \$3.66, and the State Excise Tax rate is .015, the 200x customer charge for one can per week residential curbside service would be:

$$\text{New Collection Component} = \$9.36 \times 1 + \frac{144.3 - 143.2}{143.2} \times 0.8 = \$9.42$$

$$\text{New Disposal Component} = (3.66 \times (80/70)) \text{ plus excise tax adjustment of } \$0.063 = \$4.24$$

Thus, the new customer charge for one can per week residential curbside service will be \$9.41 plus \$4.24, equaling \$13.66.

Street Preservation Fee Adjustment

The Street Preservation Fee will be adjusted in a similar format to the collection component adjustment described above:

$$\text{NSVF} = \text{PSPF} \times 1 + \frac{\text{nCPI} - \text{oCPI}}{\text{oCPI}} \times 0.8$$

Where NSPF = The amount of the new Street Preservation Fee;

PSPF = The amount of the previous year's Street Preservation Fee or, in the case of the first contract adjustment, \$300,000.00;

nCPI = The most recent July CPI value; and

oCPI = The CPI value used for the previous rate adjustment or, in the case of the first contract adjustment, the CPI value reported for July, 2006.