REGIONAL BOARD OF MAYORS CONTRACT FOR SOLID WASTE COLLECTION SERVICES

THIS CONTRACT is made by and between the City of Coulee Dam, the City of Electric City, the Town of Elmer City, and the City of Grand Coulee, all Washington municipal corporations ("MUNICIPALITIES" or individually, "MUNICIPALITY"), and Sunrise Disposal, a Washington Corporation ("CONTRACTOR") (collectively MUNICIPALITIES and CONTRACTOR may be referred to herein as "Parties").

1. RECITALS

- 1.1 WHEREAS, the MUNICIPALITIES desire to provide a comprehensive solid waste and recycling program for their citizens located in the MUNICIPALITIES; and
- 1.2 WHEREAS, the CONTRACTOR operates a garbage, refuse, and recycling collection business headquartered at 330 Ferry St S, Omak, WA 98841, Washington; and
- 1.3 WHEREAS, the Regional Board of Mayors ("BOARD"), was formed and acts pursuant to that certain Interlocal Cooperative Agreement Between the Cities of Grand Coulee and Electric City, and the Towns of Coulee Dam and Elmer City, Washington, dated August 13, 2007, and addendums thereto; and
- 1.4 WHEREAS, the MUNICIPALITIES, as represented by the BOARD, requested proposals from qualified vendors and determined that the CONTRACTOR was determined by the BOARD to be the best qualified vendor; and
- 1.5 WHEREAS, the MUNICIPALITIES, acting through their respective Mayors as the BOARD, which is an advisory board only, have negotiated the terms of this Contract with the CONTRACTOR for the collection of garbage and recycling in and throughout the MUNICIPALITIES (i.e. Board Service Area); and
- 1.6 WHEREAS, the BOARD, on behalf of the MUNICIPALITIES, and the CONTRACTOR have negotiated terms for such contract agreeable to the MUNICIPALITIES and CONTRACTOR as set forth herein;

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

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2. AGREEMENT

- 2.1 Recitals: The recitals set forth above herein are made a part of this Contract as though set forth in full.
- 2.2 Term: The Contract shall commence January 1, 2020 and end on December 31, 2024. The term of this Contract shall be for a period of five (5) years ("Initial Term"). Upon expiration of the Initial Term, the Parties shall have the option to extend this Contract for like terms and conditions for one addition al five (5) year term. If any such extension of the Contract is agreed to by the Parties, the same shall be in writing and approved by the Parties on or before May 31, 2024.
- 2.3 Solid Waste Collection Services: During the said term (or any extension thereof), CONTRACTOR agrees to collect and remove all refuse, garbage, and rubbish from all buildings, structures, places of business, plants, dwellings, stores, office buildings, fire houses, schools, hotels, municipal buildings, theaters, garages, public markets, restaurants, and other places of accumulation, within the Board Service Area all in accordance with this Contract, and CONTRACTOR shall make a complete and thorough collection and disposal thereof. The initial Board Service Area shall be the corporate limits of the MUNICIPALITIES as of January 1, 2020. The CONTRACTOR shall not be required to collect hazardous materials that are either restricted from disposal or would pose a danger to collection crews; provided, however, if materials are rejected for this reason, the CONTRACTOR shall leave in a prominent location a notification tag that identifies the specific problem(s) and reason(s) for rejecting the materials for collection and that provides the customer with a contact for further information about proper disposal options.
- 2.4 Recycling Stations: CONTRACTOR shall provide a community recycling station, which shall be located at the Regional Solid Waste Transfer Station. This station shall consist of at least one (1) 24 cubic yard pull trailer which is partitioned. This station may be capable of receiving the designated recyclables listed below. In addition, CONTRACTOR shall provide one (1) 30 cubic yard box at this recycling station exclusively designated for the collection of cardboard, and, one (1) 10 Yard container exclusively for E-Waste such as Cell Phones, Computers, monitors, tablets, and televisions upon approval from the Dept of Ecology.

CONTRACTOR shall provide recycling stations, and labor necessary to transport recycling stations to BOARD approved disposal site(s) at no cost. CONTRACTOR shall post sign s and/or placards at each recycling station to inform customers as to which designated recyclable materials are accepted at that recycling station. CONTRACTOR may provide additional recycling stations in the MUNICIPALITIES upon agreement by the Parties.

Designated recyclable materials, which shall be subject to change and may not be collected at all times, are as follows:

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- 2.4.1 Newspaper (dry and clean only): must be in brown paper bags; advertising inserts are acceptable; no plastic bags, magazines, or junk mail.
- 2.4.2 Magazines (dry and clean only): must be placed in brown paper bags.
- 2.4.3 Phone Books (dry and clean only): must be placed in curbside bins.
- 2.4.4 Corrugated Cardboard and Brown Paper Bags: must be flattened and bundled into pieces no larger than 2' x 2'; no cereal boxes, waxed cardboard, food contaminated cardboard or pizza boxes.
- 2.4.5 Aluminum Cans: must be rinsed and flattened; no foil, foil trays, or scrap metal.
- 2.4.6 Tin Cans: must be rinsed and flattened; no aerosol spray cans or empty paint cans.
- 2.4.7 Plastic Bottles and Jars:
 - 2.4.7.1 Code I (PETE): must be rinsed and flattened; labels acceptable; no lids; no tubs or dishes; no Colored Code 2 or other codes; no other plastics (i.e. plastic bags, tubs, plastic wrap, or bottle lids); no motor oil bottles or other bottles that contained toxics.
 - 2.4.7.2 Uncolored Code 2 (HOPE): must be rinsed and flattened; no lids; only plastic bottles with necks smaller than their bases are acceptable; no tubs or dishes; no Colored Code 2 or other codes; no motor oil bottles or other bottles that contained toxics.
- 2.5 Curbside Recycling: A mandatory residential curb-side recycling program shall not be offered by CONTRACTOR to customers at the commencement of this Contract. However, if during the term of this Contract or any extension thereto, it appears necessary or desirable by either the Contractor or the MUNICIPALITIES to commence a curb-side recycling program, the Parties shall negotiate the terms and conditions of such a program in good faith, including but not limited to the cost of service, dates and frequency of service, eligible recyclable materials, and container supply. The terms and conditions of any result in an agreement regarding a residential curb-side recycling program shall be memorialized in writing and included in this Contract as an amendment or addendum thereto.

- 2.6 Recycling Revenue: All revenue generated by the sale of recycled materials from the community recycling stations and residential curbside recycling program (if any) shall be the property of the MUNICIPALITIES. Revenue generated by the sale of recyclables shall be paid directly to the City of Electric City, as fiscal agent for the BOARD, by the processing facility. Any change in the market value of recyclables that results in negative revenue will be the responsibility of the MUNICIPALITIES. CONTRACTOR will appropriately invoice the MUNICIPALITIES for any costs that arise as a result of a lower market value in recyclables. The BOARD may discontinue recycling services for any reason upon 30 days' notice to the CONTRACTOR.
- 2.7 Recycling Education: CONTRACTOR shall provide recycling education and promotion activities to the MUNICIPALITIES through the local schools twice per year. Additional education may include signs, mailers, stickers on containers, newspaper ads and social media. The education program shall be provided at no cost to the BOARD or MUNICIPALITIES. Recycling education shall be reported on the CONTRACTOR'S annual report. Upon discontinuation of recycling services, the CONTRACTOR will not be required to perform a Recycling Education program or make a report to the BOARD.
- 2.8 Consideration to be Paid: For the full and faithful performance of the services required to be performed by the CONTRACTOR pursuant to this Contract, CONTRACTOR shall be compensated in accordance with the schedule of rates and charges attached hereto as Appendix A or as amended during the term of this Contract or any extension thereof as provided for in Paragraph 2.9. CONTRACTOR shall provide the MUNICIPALITIES with an invoice of services and charges at the end of each month that services are performed. Payment shall be made by each MUNICIPALITY to CONTRACTOR for their respective charges following receipt of Contractor's invoice and in accord with said invoice. The CONTRACTOR acknowledges that low income disabled and low income elderly residents shall be charged at the lower rate as set forth in Appendix A.
 - 2.8.1 Additional Transport Services: CONTRACTOR shall provide personnel and equipment for the transport of solid waste to the Grant County Landfill on an as-needed and as-available basis at the rates set forth in Appendix B. Contractor shall primarily use the equipment provided by the Municipalities. The Municipalities shall provide automobile liability insurance for the equipment provided by the Municipalities with a coverage limit of ten million dollars. The Municipalities or its designee may request additional personnel or equipment at any time, however, in no event shall the Contractor be required to furnish same if the provision of additional personnel or equipment will interfere with the Contractor's

1413263 08/15/2019 02:52 PM INTRAG Page 5 of 31 R 133.50 Grant Co, WA CITY OF ELECTRIC CITY ability to operate its own transfer station during its usual hours of operation. The Contractor shall provide additional personnel who are experienced in the transportation of solid waste in like equipment and are licensed to operate commercial vehicles. The Contractor shall provide a copy of the CDL and driving abstract of each additional driver prior to commencing work.

2.9 Modifications in Rates:

- 2.9.1 Commercial and Industrial Rates: The rates and charges for commercial and industrial solid non-hazardous waste collection, as set forth in Appendix A, shall be effective January 1, 2020. Commencing January 1, 2021, and for each year thereafter, rates may be amended at the option of the CONTRACTOR with a maximum increase based upon the increase in the Consumer Price Index, Pacific Cities and U.S. City Average, Urban Wage Earners and Clerical Workers Index (CPI-W), published by the Department of Labor Statistics, based upon the total Consumer Price Index change for all items as compared from the July to July statistics for the preceding twelve (12) months, subject to a 5% maximum annual increase. In the event an annual increase in the CPI exceeds 5% in any CONTRACTOR and the BOARD, on behalf of the MUNICIPALITIES, may negotiate an annual increase in excess of 5% at the request of CONTRACTOR. Any increase in excess of 5% of the CPI must be agreed to in writing by the MUNICIPALITIES. In the event this CPI is no longer produced, then the next most geographically similar urban wage earners and clerical workers (CPI-W) index shall be used.
- 2.9.2 Residential Rates: The rates and charges for residential solid non-hazardous waste collection, as set forth in Appendix A, shall be effective January 1, 2020. Commencing January 1, 2021, and for each year thereafter, rates may be amended at the option of the CONTRACTOR with a maximum increase based upon the increase in the Consumer Price Index, Pacific Cities and U.S. City Average, Urban Wage Earners and Clerical Workers Index (CPI-W), published by the Department of Labor Statistics, based upon the total Consumer Price Index change for all items as compared from July to July statistics for the preceding twelve (12) months, subject to a 5% maximum annual increase. In the event an

1413263 08/15/2019 02:52 PM INTRAG Page 6 of 31 R 133.50 Grant Co, WA CITY OF ELECTRIC CITY annual increase in the CPI exceeds 5% in any year, CONTRACTOR and the BOARD, on behalf of the MUNICIPALITIES, may negotiate an annual increase in excess of 5% at the request of CONTRACTOR. Any increase in excess of 5% of the CPI must be agreed to in writing by the MUNICIPALITIES. In the event this CPI is no longer produced, then the next most geographically similar urban wage earners and clerical workers (CPI-W) index shall be used.

If Federal, State, or Local Laws, Rules, or Regulations require a change in operation at the Regional Solid Waste Transfer Station, which results in an increase/decrease in the tipping fee being charged by the Regional Solid Waste System, then in such event, CONTRACTOR, upon agreement by the MUNICIPALITIES, which agreement should not be unreasonably withheld, shall be allowed to pass through the change in tipping fee upon ninety (90) days' notice.

If Federal, State, or Local Laws, Rules, or Regulations change such that the CONTRACTOR incurs significant increases in collection/disposal fees, and/or taxes, then in such event, CONTRACTOR shall be allowed to request an adjustment to the service charges, which adjustment, if approved by the MUNICIPALITIES, shall not become effective until ninety (90) days after a schedule of amended rates (i.e. revised Appendix A) has been filed with the BOARD.

No periodic increase in rates and charges to be paid the CONTRACTOR under formula therefore, as hereinabove set forth, shall become effective until ninety (90) days' after receipt by the BOARD of a verified schedule of increases.

2.10 Billing.

- 2.10.1 With the exception of drop boxes and/or roll off containers, each MUNICIPALITY shall perform its own billing and money collection activities under this Contract with no recourse against the CONTRACTOR for nonpayment by commercial and residential customers.
- 2.10.2 CONTRACTOR shall perform all billing and money collection activities for special order and/ or temporary drop box and/or roll off container services. However, CONTRACTOR shall remit a 10% surcharge of the

1413263 08/15/2019 02:52 PM INTRAG Page 7 of 31 R 133.50 Grant Co, WA CITY OF ELECTRIC CITY CONTRACTOR'S gross receipts as well as a revenue report to the City of Electric City as fiscal agent for the BOARD not later than thirty (30) days after each service is performed. The rates set forth in Appendix A for drop box and roll off services, which do not appear on any MUNICIPALITIES' utility billing shall be approved charges within each MUNICIPALITY.

- 2.11 Mandatory Collection: Solid waste collection and removal services shall be mandatory for all premises within the MUNICIPALITIES. Every person in control of any developed premises in any MUNICIPALITY shall contract with the CONTRACTOR for the removal and disposal of all solid waste, including all garbage, refuse and rubbish (but not including ashes), generated by or located at the premises. Except as specifically provided pursuant to statute or any ordinances or resolutions of the MUNICIPALITIES, no person or entity, other than the CONTRACTOR may engage in the business of solid waste collection within the MUNICIPALITIES.
- 2.12 Collection Schedules: CONTRACTOR shall use reasonable efforts at all times to keep all persons from whom it is collecting garbage and refuse advised of the schedules for collection, both day and time of pickup, and shall further use reasonable efforts to maintain actual collection in accordance with written schedules.
- 2.13 Exclusive Hauler: CONTRACTOR shall, for the term of this Contract and in consideration of the services being provided pursuant to this Contract, have the exclusive right to haul residential and commercial garbage, and recycled materials. The CONTRACTOR is hereby authorized to strictly enforce this provision against any third party attempt to infringe on CONTRACTOR'S exclusive right.
- 2.14 Exclusive Area to be Served: The exclusive area to be served shall be the entire area within the corporate limits of the participating MUNICIPALITIES as each now exists or may hereafter be enlarged through annexations ("Board Service Area"). In the event an area being served by CONTRACTOR is annexed by any participating MUNICIPALITY, this Contract, including all of its terms and conditions, shall govern the service provided by the CONTRACTOR to the annexed area. In the event any MUNICIPALITY annexes an area not served by CONTRACTOR, CONTRACTOR agrees to serve the annexed area pursuant to the terms of this Contract if and when the MUNICIPALITY establishes the legal rights to have CONTRACTOR serve any such annexed areas. CONTRACTOR acknowledges and agrees that, in the event this Contract or any extension thereof terminates or expires within seven years of the date of annexation of any territory to any of the MUNICIPALITIES, which territory has become served by CONTRACTOR under this Contract, CONTRACTOR hereby specifically agrees to forfeit any right set forth in RCW 35.13.280 (as existing or hereafter amended) to serve the

annexed territory for the remainder of the seven year period, except pursuant to a new contract with the MUNICIPALITY, if one is negotiated by and between CONTRACTOR and the MUNICIPALITY.

2.15 Limitations of Service:

- 2.15.1 CONTRACTOR will not be required to enter private property to pick up materials while an animal considered or feared to be vicious is loose. The customer will be required to confine the animal on pickup days.
- 2.15.2 CONTRACTOR does not warrant pickups at any particular hour, or other than to meet reasonable requirements. No credit will be given for a skip in scheduled service due to weather or road conditions if garbage missed is taken on the next business day.
- 2.15.3 The CONTRACTOR assumes no responsibility for articles left on or near cans or units other than reasonable care.
- 2.15.4 CONTRACTOR will not be required to enter a private garage while serving any customer.
- 2.16 Senior Citizen and Disabled "Pack Out" Services: CONTRACTOR shall provide special service to residents of the MUNICIPALITIES that are unable to carry their cans or carts to the curb due to physical impairment. This special collection service shall be provided on the regular collection date. CONTRACTOR shall make collection from the eligible customer's back porch, car port, or other outside storage location and shall be limited to one can or cart per week. Any can or cart that is to be collected by CONTRACTOR under this provision must be visible from the street or alley where CONTRACTOR parks its vehicle to service the property. Each MUNICIPALITY shall screen applications and CONTRACTOR shall provide the special service to only those residents deemed qualified by the MUNICIPALITY. Eligibility for the special service shall be reviewed annually, at which time residents benefiting from the special service shall be requested by their respective MUNICIPALITY to re-verify eligibility for the special service. CONTRACTOR shall provide the special service described here in at no additional cost to the MUNICIPALITIES or customers.

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- 2.17 BOARD Contact: Unless otherwise specifically set forth herein, the CONTRACTOR shall direct all contact with the BOARD through the Chairman of the BOARD or his/her designee.
 - 2.18 Notices: Any Notice required by this Contract shall be sent to the following: IF TO: REGIONAL BOARD OF MAYORS

Attn: Chairman
Regional Board of Mayors
10 Western Ave
PO Box 130
Electric City, WA 99123

IF TO: CONTRACTOR

Sunrise Disposal Inc. PO Box 1267 Okanogan, WA 98840

IF TO: MUNICIPALITIES

Attn: Mayor and City Clerk City of Grand Coulee 306 Midway Ave PO Box 180 Grand Coulee, WA 99133

Attn: Mayor and City Clerk City of Coulee Dam 300 Lincoln Ave Coulee Dam, WA 99116 Attn: Mayor and City Clerk City of Electric City 10 Western Ave PO Box 130

Electric City, WA 99123

Attn: Mayor and Town Clerk Town of Elmer City PO Box 179 Elmer City, WA 99124

- 2.19 Collection Schedules: No collection shall be made except in compliance with the following time schedules:
 - 2.19.1 For commercial and industrial: Between the hours of 6:00 a.m. and 5:00 p.m., Monday through Saturday (where special circumstances or complaints received by the MUNICIPALITIES indicates the necessity or desirability of an adjustment in the hours between which pickups may be made, the MUNICIPALITIES, may require such an adjustment to be made upon written notice to the CONTRACTOR). If the hours of

 operation create a complaint problem, the CONTRACTOR and the MUNICIPALITIES will determine a solution that may result in a revision of the operating schedule and adjustment of rates.

- 2.19.2 For residential dwellings: Between the hours of 7:00 a.m. and 5:00 p.m., Monday through Saturday. Any temporary change in the above hours shall be only upon approval by the MUNICIPALITIES.
- 2.19.3 Complaints: Where special circumstances or complaints received by the MUNICIPALITIES indicate the necessity or desirability of an adjustment in the hours between which pickups may be made, the Parties may agree to an adjustment of the schedule and rates.
- 2.20 Meaning of Terms: The meaning of terms and words as contained herein shall be governed by the common and customary understanding of the word or if the word is included on Appendix B, the definition set forth therein.
- 2.21 Requirements Regarding Employees: The CONTRACTOR shall require all employees to be courteous at all times and not to use loud or profane language and to do their work as quietly as possible. Employees in collecting garbage, refuse, and certain other waste, shall follow the regular walks for pedestrians while on private property, returning to the street or alley after replacing the empty cans/carts/containers. Employees shall also replace all garbage cans/carts/containers and covers and close all gates which they have opened. All employees shall wear uniforms that include, at minimum, a high visibility/reflective coat and/or shirt with both the CONTRACTOR and employee's name printed or sewn on it. Employees shall not trespass or cross property to neighboring premises nor meddle with property which does not concern them.
- 2.22 Loading: Extra care shall be taken in the loading and transportation of garbage refuse and other waste so that none of the materials to be collected are left either on private property or on the streets or alleys. Any garbage, refuse, or other waste left on private property or on streets or alleys by the CONTRACTOR shall be cleaned-up by the end of the day in which notice is received, either in writing or orally, from the City Clerk of a MUNICIPALITY or his/her designee.

The CONTRACTOR shall be responsible for the cleaning of all debris, spilled or tracked on any street, alley, or public place by any of its equipment. If the CONTRACTOR fails to clean the same by the end of the day on which notice is served by the City Clerk of the MUNICIPALITY or his/her designee, the City Clerk or his/her designee of the respective MUNICIPALITY wherein the debris remains may cause such streets to be cleaned and charge the costs to CONTRACTOR.

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- 2.23 Emergency Collections: Adequate provisions shall be made by the CONTRACTOR to provide special collections when garbage, refuse, and other waste have not been collected during a regularly scheduled trip. Pickups for missed collection shall be made by the CONTRACTOR when ordered by the City Clerk or his/her designee of the respective MUNICIPALITY where collection is desired. For the purposes of this paragraph, missed collection shall not include collections not made for reasons beyond the control of the CONTRACTOR, such as acts of God, temporary road surface conditions due to unusual or inclement weather. Normal snow and ice on streets and alleyways is not justification for missed collection. Due to dangerous conditions as agreed to between the Mayor(s) for the participating MUNICIPALITIES and the Manager of CONTRACTOR or their designated representatives, collection may be delayed.
- 2.24 Collection Equipment: In collecting garbage, refuse, and other waste under this Contract, the CONTRACTOR shall use all metal water-tight, completely enclosed packers and/or container units that are designed and manufactured for the collection of garbage and refuse and are capable of servicing residential, commercial, and industrial accounts. The number and type of collection vehicles furnished shall be sufficient for the collection of all garbage, refuse, and other waste within the area to be served.
- 2.25 Method of Disposal: The CONTRACTOR shall deliver at its cost all garbage, refuse, and other waste exclusively to the BOARD operated Regional Solid Waste Disposal System for disposal.
- 2.26 Ownership of Equipment: All vehicles, facilities, equipment, and property used in the performance of this Contract shall be owned by the CONTRACTOR; provided, however, that leasing or rental agreements may be allowed when approved by the MUNICIPALITIES prior to their execution. All such leasing or rental agreements shall provide that in the event of default of this Contract or of such leasing or rental agreement, any affected MUNICIPALITY, or the MUNICIPALITIES acting jointly, shall, at its or their option, have the right to take possession of and operate such vehicles and equipment covered by such leasing and rental agreements for the unexpired term of this Contract. Any conditional sales contract, mortgage, and other contractual arrangement for financing the purchase of this equipment to be utilized under the terms of this Contract shall provide that, in the event of default of any term or provision of this Contract or conditional sales agreement, mortgage, or other contractual arrangement, that the right to possession and use of such vehicle, equipment, and facilities may be taken by the MUNICIPALITIES for the unexpired term of this Contract.
- 2.27 Painting of Vehicles and Equipment: Collection vehicles shall be painted and numbered and shall have the CONTRACTOR'S name and vehicle number printed in letters of a

1413263 08/15/2019 02:52 PM INTRAG Page 12 of 31 R 133.50 Grant Co, WA contrasting color at least three (3) inches high, on each side of each vehicle. No advertising shall be permitted other than the name of the CONTRACTOR. All vehicles shall be kept in a clean and sanitary condition and, weather permitting, all collection vehicles shall be steam cleaned or pressure washed, inside and out, at least once each week. All detachable containers furnished under the Contract shall be either painted or galvanized and shall display the CONTRACTOR'S name and number on the container. In addition, all such containers shall be marked with any necessary or appropriate safety warnings as may be required or recommended by an appropriate regulatory agency. All containers shall display the CONTRACTOR'S name and shall be steam cleaned or pressure washed whenever necessary in the judgment of the Chairman of the BOARD or his/her designee as scheduled in Appendix A if more than once per year, and always before being placed out for a new customer.

2.28 Parking of Vehicles:

- 2.28.1 The CONTRACTOR shall be permitted to park and store its vehicles and equipment used for servicing the MUNICIPALITIES at the Regional Solid Waste Transfer Station. The CONTRACTOR shall locate its vehicles and equipment so as not to interfere with the operation of the transfer station. The MUNICIPALITIES and/or BOARD shall not be liable for any damage, theft, or other loss to any of CONTRACTOR'S vehicles or equipment parked and/or stored at the transfer station.
- 2.28.2 The CONTRACTOR shall not use property in or adjacent to property that is zoned as residential, nor adjacent to the various disposal sites, for the parking, standing, washing, cleaning, or storing of its vehicles or equipment without the prior written approval of the Mayor or his/her designee of the MUNICIPALITY owning the property where the CONTRACTOR desires to park, stand, wash, clean, repair, and/or store its equipment. Areas used by the CONTRACTOR for the storing, standing, parking, washing, or repair of vehicles shall be kept in a clean and orderly condition.
- 2.29 CONTRACTOR's Office: The CONTRACTOR shall be required to maintain an office provided with telephones and such attendants as may be necessary to handle complaints, orders for special service, or instructions from the Chairman of the BOARD or his/her designee.

This office shall be in operation between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday, with a telephone answering or recording device available twenty-four (24) hours per day, seven (7) days per week, to take messages when no one is on duty. The

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telephones provided in such office shall be on a telephone exchange, which can be called from anywhere within the city limits of the MUNICIPALITIES without a toll or other long distance charge. Two-way communications between said office and the collection vehicles shall be maintained at all times between the hours of 6:00 a.m. and 5:00 p.m., Monday through Friday. Such communications may be by two-way radio, paging device, or other arrangements satisfactory to the BOARD.

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, date, and manner of resolution in a daily log. The customer service log shall be available for inspection by the MUNICIPALITIES during the CONTRACTOR's office hours. The CONTRACTOR shall provide a copy of this log to the MUNICIPALITIES with the monthly report.

2.30 Special Arrangements: CONTRACTOR shall not charge for service while a residential customer is on a pre-arranged extended absence for thirty (30) days or more, provided the residential customer provides their respective MUNICIPALITY sufficient advance written notice of the extended absence. Each MUNICIPALITY that receives such notice from a customer shall, within twenty-four (24) hours of receiving said notice from the customer, notify the CONTRACTOR of the customer's extended absence.

2.31 Liability Insurance:

The CONTRACTOR shall provide and maintain in full force and effect during the entire term of this Contract or any renewal thereof, the following insurance:

- 2.31.1 <u>Automobile Liability</u> insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01. Automobile Liability insurance shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
- 2.31.2 Commercial General Liability insurance shall be as least at broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from

1413263 08/15/2019 02:52 PM INTRAG Page 14 of 31 R 133.50 Grant Co, WA CITY OF ELECTRIC CITY explosion, collapse or underground property damage. The Public Entity shall be named as additional an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage. Commercial General Liability insurance shall be written with limits no less than \$2,000,000.00 each occurrence combined single limit, \$5,000,000.00 general aggregate.

- 2.31.3 <u>Workers' Compensation</u> coverage as required by the Industrial Insurance laws of the State of Washington.
- 2.31.4 Contractor's Pollution Liability insurance coverage covering any claim for bodily injury, personal injury, property damage, cleanup costs, and legal defense expense applying to all work performed under the Contract. Contractor's Pollution Liability insurance shall be written with limits no less than \$3,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, cleanup costs and legal defense expense.

CONTRACTOR's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the CONTRACTOR to the coverage provided by such insurance, or otherwise limit the MUNICIPALITIES' recourse to any remedy available at law or in equity. If the CONTRACTOR maintains higher insurance limits than the minimums shown above, the MUNICIPALITIES shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the CONTRACTOR, irrespective of whether such limits maintained by the CONTRACTOR are greater than those required by this contract or whether any certificate of insurance furnished to the MUNICIPALITIES evidences limits of liability lower than those maintained by the CONTRACTOR. The CONTRACTOR's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the MUNICIPALITIES. Any insurance, self-insurance, or self-insured pool coverage maintained by the MUNICIPALITIES shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

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

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CONTRACTOR shall furnish the MUNICIPALITIES with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the CONTRACTOR before commencement of the work. Upon request by the MUNICIPALITIES, the CONTRACTOR shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all subcontractors' coverage.

Each MUNICIPALITY shall be named as an additional insured under all policies required by this Contract. All policies shall provide for thirty (30) days' notice to the additional insured of any change, cancellation, or lapse of such insurance coverage.

2.32 Indemnification: The CONTRACTOR shall defend, indemnify and hold the MUNICIPALITIES, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the MUNICIPALITIES.

It is further specifically and expressly understood that the indemnification provided herein constitutes the CONTRACTOR's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- 2.33 Performance Bond: Before the Contract between the CONTRACTOR and the MUNICIPALITIES shall be valid or binding against the MUNICIPALITIES, the CONTRACTOR shall furnish to the MUNICIPALITIES a performance bond in a form approved by the BOARD conditioned that the CONTRACTOR shall faithfully perform all provisions and terms of this Contract and pay all laborers, mechanics, subcontractors, and material men, and all persons who shall supply such CONTRACTOR with provisions and supplies for the carrying on of such work, which bond shall be signed by the surety company or surety and shall be in an amount of Thirty-Five Thousand Dollars (\$35,000) which bond may be for individual twelve (12) month periods but shall at all times be renewed or replaced on or before expiration and kept in full force and effect.
- 2.34 Fees: The MUNICIPALITIES shall not charge to CONTRACTOR any license fee, tax, assessment, or other charge in respect to CONTRACTOR'S operations under this Contract, except as set forth elsewhere in this Contract and except a business license to operate in the MUNICIPALITIES, without authorizing a commensurate increase in the compensation to be paid the CONTRACTOR.

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- 2.35 CONTRACTOR Planning Assistance: CONTRACTOR shall, upon request and without cost, make available, either to the BOARD, a requesting MUNICIPALITY, and/or a property owner, technical, engineering, and planning assistance with respect to all new construction or major remodeling of buildings and structures within the corporate limits of the MUNICIPALITIES with respect to design and planning of garbage and/or refuse removal facilities and their location upon the site of the proposed construction or remodeling project.
- 2.36 Workmen: All workmen employed shall be competent and skilled in the performance of the work to which they may be assigned.
- 2.37 Company Name: CONTRACTOR shall not use a firm name containing the words BOARD, city, town, or any words implying municipal ownership.
- 2.38 Solid Waste Collection, Disposal and/or Recycling Innovations: CONTRACTOR shall keep abreast of all alternatives regarding the collection, disposal, and recycling of solid waste and shall advise the BOARD and any requesting MUNICIPALITY and cooperate with the BOARD and any requesting MUNICIPALITY with respect to any possible innovations, changes or improvements that could be accomplished with respect to performance of this Contract.
- 2.39 Non-Discrimination: CONTRACTOR will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment any required notices setting forth the provisions of this non-discrimination clause.

CONTRACTOR understands and agrees that if it violates this non-discrimination provision, this contract may be terminated by the City and further that the CONTRACTOR shall be barred from performing any services for the MUNICIPALITIES now or in the future, unless a showing is made satisfactorily to the MUNICIPALITIES that discriminatory practices have terminated and that recurrence of such action is unlikely.

2.40 Liquidated Damages: As a breach of the service provided by this Contract would cause serious and substantial damage to the MUNICIPALITIES, the nature of the Contract

1413263 08/15/2019 02:52 PM INTRAG Page 17 of 31 R 133.50 Grant Co, WA CITY OF ELECTRIC CITY would render it impracticable or extremely difficult to fix the actual damage sustained by the MUNICIPALITIES by such breach, it is agreed that in case of breach of service, the MUNICIPALITIES may, in addition to any other remedy the MUNICIPALITIES may have, elect to collect liquidated damages for each such breach and the CONTRACTOR shall pay to the MUNICIPALITIES as liquidated damages and not as penalty, the amount(s) set forth below, such sums being agreed upon as what the MUNICIPALITIES will be damaged by the breach of such service. An election not to seek such remedies shall not be construed as a waiver of any legal remedies available to the MUNICIPALITIES for present and future breaches of this Contract.

- 2.40.1 A truck beginning residential collection prior to 7:00 a.m. and commercial trucks prior to 6:00 a.m. One Hundred Dollars and No/100 (\$100.00) per day.
- 2.40.2 Failure to collect misses within twenty-four (24) hours of notification to the CONTRACTOR One Hundred Dollars and No/100 (\$100.00) each. A failure to provide proper notification to customers of the reason for rejecting materials for collection shall be considered a missed collection for purposes of liquidated damages.
- 2.40.3 Repetition of verified complaints on a route after notification to replace cans or detachable containers in designated locations, spilling, not closing gate, crossing planted areas, or similar violations One Hundred Dollars and No/100 (\$100.00) each.
- 2.41 Holidays: CONTRACTOR may observe the following days as holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas, and shall notify customers in advance of the alternative day on which garbage shall be picked up. The Transfer Station will be closed on Thanksgiving, Christmas and New Years Day, and no collection will be accepted on those days from the CONTRACTOR.
- 2.42 Improvements to Streets and Alley: The MUNICIPALITIES reserve the right to construct any improvement or to permit any such construction in any street or alley in such manner as the Councils of each MUNICIPALITY may direct, which may have the effect for a time of preventing the CONTRACTOR from traveling its accustomed route or routes for collection. The CONTRACTOR shall make every reasonable effort to collect all routes.
 - 2.43 Cans, Carts, and Containers:

- 2.43.1 CONTRACTOR shall provide all single unit residential customers with the customer's choice of mini cans, 35, 65 and/or 95 gallon wheeled polycarts ("carts") which meet the requirements of the BOARD. Alternate containers may be approved by the BOARD at the request of the CONTRACTOR.
- 2.43.2 CONTRACTOR shall provide multiple family residential customers or non-residential commercial or industrial customers with suitable containers meeting the requirements of the BOARD and CONTRACTOR. In this regard, the CONTRACTOR may enter into an agreement with the customer to furnish such container or containers as the disposal needs of the customer may require and at the rate set forth in Appendix A.
- 2.43.3 All polycarts, detachable containers, or receptacles must conform to the requirements of this Contract.
- 2.43.4 CONTRACTOR shall at all times maintain an inventory of all varieties of cans, carts, or containers identified in this Contract, including any attachment or amendment hereto. To the extent available inventory will allow, CONTRACTOR shall deliver any cans, carts, or containers within twenty four (24) hours of the request or order. In the event CONTRACTOR does not have a can, cart, or container available or in stock at the time an order or request for the same is placed, the CONTRACTOR shall obtain the requested can, cart, and/or container and supply it to the customer within thirty (30) days from the date of the order or request. CONTRACTOR shall make arrangements to provide a similar can, cart, or container in the interim, and the applicable charge to the customer shall be the lesser of the charge for the can, cart, or container ordered and not in stock or the can, cart, or container provided in the interim.

2.44 Reporting:

2.44.1 CONTRACTOR shall have available and distribute "Route Sheets," acceptable to the BOARD, to each respective MUNICIPALITY at the conclusion of each collection shift performed in the MUNICIPALITY. The Route Sheets shall be updated daily as necessary and shall provide, at a minimum, the following information:

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- Service Address
- Service Type (i.e. 65 gal, 1 Yd., 4 Yd., etc.)
- Service Frequency (i.e. 1 x/wk, 3x/wk., etc.)
- Indication that service was performed (checkbox)
- Note or comments regarding service problems or irregularities (i.e. extra garbage in 2 black bags; cart not out at 7:10 a.m.; boat parked in front of dumpster or cart; etc.)

In the event the CONTRACTOR arrives at an address that has a service problem or irregularity, the CONTRACTOR shall note the problem on the Route Sheet and leave an informational tag on the customer's cart communicating the problem or irregularity to the customer. If refuse is left uncollected, the tag shall clearly indicate the reason. The CONTRACTOR shall also record any extra refuse that is collected from any customer.

- 2.44.2 CONTRACTOR shall provide an annual report to the BOARD showing yearly totals for the following information: Tonnage Disposed from each MUNICIPALITY; Tons Recycled (amount of recyclables collected by material type and yard waste from residential and commercial customers within each MUNICIPALITY); Dwellings/Businesses/Employees Served; and Number of Complaints. The report shall include the number of residential and commercial customers served, and the tons of garbage, recyclables and yard waste attributable to residential or commercial customers. The report shall include a statement of all billings made under this Contract by CONTRACTOR. The report shall indicate the dates and types of recycling education that was provided. The report shall be submitted in writing to the BOARD by April 30 of each year for the preceding service year. The format of the report shall be as specified by the BOARD. The report required by this paragraph shall be verified or certified by the CONTRACTOR.
- 2.45 Laws, Licenses and Taxes: CONTRACTOR shall comply with all applicable federal, state, county, and city laws, regulations, and ordinances pertaining to the collection, handling, transportation, disposal, and monitoring of garbage, and recyclables. Such compliance

shall include abiding by all applicable federal, state and local policies to ensure equal employment opportunity and non-discrimination. CONTRACTOR shall comply with all applicable laws pertaining to employment practices, employee treatment and public contracts. CONTRACTOR shall maintain continuously a Certificate of Public Convenience and Necessity issued by the WUTC for the Contract Area being served.

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, including ergonomic and repetitive motion requirements. CONTRACTOR must indemnify and hold harmless the MUNICIPALITIES from all damages assessed for the CONTRACTOR's failure to comply with the Acts and Standards issued therein. 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.

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

- 2.46 Independent Contractor: It is understood and agreed between the Parties that the relationship between them created by this Contract is that of an independent contractor. No employee, servant, or agent of CONTRACTOR shall be deemed to be an employee, agent, or servant of any MUNICIPALITY. None of the benefits provided by any MUNICIPALITY to its employees are available to the employees, agents, or servants of the CONTRACTOR. It is understood and agreed between the Parties that CONTRACTOR is an independent contractor in the performance of each and every part of this Contract, and is solely and personally liable for all labor and expenses in connection therewith, including any employee benefits and employee taxes.
- 2.47 Access to Records: CONTRACTOR shall maintain in its local office full and complete operations, customer, financial and service records that at any reasonable time shall be open for inspection and copying for any reasonable purpose by the MUNICIPALITIES. In addition, CONTRACTOR shall, during the Contract term, and at least five (5) years thereafter, maintain in an office in Grant County reporting records and billing records pertaining to the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting the CONTRACTOR's services provided under this Contract. Those CONTRACTOR's accounts shall include but shall not be limited to all records, invoices and payments under the Contract, as adjusted for additional and deleted services provided under this Contract. The MUNICIPALITIES shall be allowed access to these records for audit and review purposes.

1413263 08/15/2019 02:52 PM INTRAG Page 21 of 31 R 133.50 Grant Co, WA CITY OF ELECTRIC CITY 2.48 Confidentiality: Under Washington State law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in performance of this Contract (the "documents") become a public record upon submission to the MUNICIPALITIES, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law.

If any of the MUNICIPALITIES receives a request for inspection or copying of any such documents it shall promptly notify CONTRACTOR (by U.S. mail and by fax) and upon the written request of CONTRACTOR, received by the City within five (5) days of the mailing of such notice, shall postpone disclosure of the documents for a reasonable period of time as permitted by law to enable CONTRACTOR to seek a court order prohibiting or conditioning the release of the documents. The MUNICIPALITIES assume no contractual obligation to enforce any exemption.

- 2.49 Waiver: No consent, expressed or implied, by the MUNICIPALITIES to any breach of CONTRACTOR'S covenants or agreements set forth herein shall be deemed to be a waiver of any future breach of the same or other covenant or agreement contained herein.
- 2.50 Modification: This Contract constitutes the entire agreement between the Parties. Except as expressly provided in this Contract, no alteration or modification of this Contract shall be effective unless such modification shall be in writing, approved by each MUNICIPALITY in an open public meeting, and signed by the Parties.
- 2.51 Assignment: This Contract or any interest in part thereof shall not be assigned, set over, or transferred whether by operation of law or otherwise, nor shall any part thereof be subcontracted without the prior written consent of the MUNICIPALITIES having been obtained.
- 2.52 Termination: The MUNICIPALITIES reserve the right, after notice and reasonable and appropriate time to cure, to cancel or terminate this Contract at any time in case CONTRACTOR fails or neglects to perform or adhere to any material provisions, terms, or regulations of this Contract, or fails to abide by any of the conditions or covenants herein contained. In addition, the MUNICIPALITIES reserve the right to terminate this Contract immediately if a court of competent jurisdiction orders the MUNICIPALITIES or any MUNICIPALITY to contract for the same or similar services with a third party. In the event of any such litigation, CONTRACTOR shall have the option of intervening in such litigation and opposing the entry of any such order at CONTRACTOR'S sole cost and expense.
 - 2.53 Time is of the Essence: Time is of the essence in the performance of this Contract.

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

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

- 2.55 Venue: Venue for any litigation arising out of the existence of this Contract shall be in Grant County Superior Court.
- 2.56 Attorneys Fees: Except as otherwise specifically provided herein, in the event of litigation arising out of the existence of this Contract, each Party shall pay its own attorney's fees and costs.
- 2.57 City Ordinances: All work to be performed under this Contract shall be in accordance with the conditions and provisions of the Codes and Ordinances applicable to the respective MUNICIPALITIES, and any amendments thereto, unless the terms of this Contract

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clearly provide otherwise. To the extent existing codes and ordinances of any MUNICIPALITY are in conflict with the terms of this Contract, each such MUNICIPALITY agrees to amend its codes and ordinances to conform to the terms of this Contract.

2.58 Interlocal Agreement: The MUNICIPALITIES agree that, to the extent authority is delegated to the BOARD within this Contract, that this Contract shall be construed to be an Interlocal Agreement between and among the MUNICIPALITIES hereto. The duration of this Interlocal Agreement shall be the same as the term of this Contract, including any extension thereof. This Interlocal Agreement may be terminated early by written agreement approved by all of the MUNICIPALITIES, or if the Contract is terminated pursuant to the terms of the Contract. The purpose of the Interlocal Agreement shall be to delegate to the BOARD the authority to execute the terms of the Contract that are delegated to the Board within the Contract.

The administrators of the Interlocal Agreement shall be the Mayors of each MUNICIPALITY. Nothing in this Contract shall be construed to establish any separate legal entity is created by reference to the BOARD. The terms of the Interlocal Agreement shall be the terms of the Contract. Except as specifically set forth in this section of this Contract, no provisions of any existing Interlocal Agreement between and among the MUNICIPALITIES shall be amended or altered by the terms of this provision of this Contract. A fully executed copy of this Contract shall be recorded with the County Auditors of the Counties of Douglas, Grant, and Okanogan or posted on the MUNICIPALITIES' websites as required by law.

2.59 Counterparts: This Contract may be signed in counterparts, each of which shall be an original but all of which shall constitute one and the same document. Signatures transmitted by facsimile and/or electronically shall be deemed valid execution of this Contract, binding on the Parties.

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Approved by the CONTRACTOR this 29	th day of July, 2019.
By: Mate	1413263
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Name: Dion Vincent Go Title: Vice President Company: Sunrise Disp	ttp osal Inc.		
STATE OF WASHINGTON OKonogan COUNTY OF GRANT)) ss.)		
I certify that I know or have satisfact appeared before me and said person a that he was authorized to execute the survise Disposal, and acknowled uses and purposes mentioned in this in	icknowledged instrument and ged it to be th	that he signed this instr d acknowledged it as	ument, on oath stated vesident of
DATED: 08/05,2	019.		Howe
		Notary Type or Print Name' NOTARY PUBLIC for S residing at: Omak	Washington
		My commission expires	s: 08/28/2021

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Approved by the Town Council of the City of Coulee Dam, at an Open Public Meeting on the 22 day of May, 2019.

Ву

Robert Poch, May

ATTEST:

By: Stefan Bowden Clerk Treasurer

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1413263 08/15/2019 02:52 PM INTRAG Page 26 of 31 R 133.50 Grant Co, UA CITY OF ELECTRIC CITY By: Jh. 7. Mordine II, MAYOR

ATTEST:

By: () ANNIMALLE RUSS POWERS, CITY CLERK/TREASURER

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1413263 08/15/2019 02:52 PM INTRAG Page 27 of 31 R 133.50 Grant Co, WA Approved by the Town Council of the Town of Elmer City, at an Open Public Meeting on the day of July, 2019.

Don Boner FZ Mayor Pro-Temp

ATTEST:

By: Cary Benton, Clerk treasurer

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By: July 1.

ATTEST:

By: 060

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CITY OF ELECTRIC CITY

APPENDIX A

Monthly Residential Service		
Residential 1 Mini 1X/Week	\$	14.57
Residential Senior 1 Mini 1X/week	\$	13.43
Residential 35 gal 1X/Week	\$	16.81
Residential Senior 35 gal 1X/Week	\$ \$	15.69
Residential 65 gal 1X/Week	\$	18.10
Residential 65 gal Senior 1X/Week	\$	16.61
Residential 95 gal 1X/Week	\$	22.96
Extra Pick Ups Residenital	\$	4.21
Monthly Commerical Service		
35 gal 1X/Week	\$	18.56
65 gal 1X/Week	\$	23.99
95 gal 1X/Week	\$	30.33
Each Additional Can, 35 gal	\$	18.56
Each Additional Can, 65 gal	\$	23.99
Each Additional Can, 95 gal	\$	30.33
1 yard	\$	57.90
1 yard Extra Pick Up per Week	\$	12.10
1 1/2 yard	\$ \$ \$ \$ \$	83.00
1 1/2 yard Extra Pick Up per Week	\$	17.96
2 yard	\$	107.81
2 yard Extra Pick Up per Week	\$	21.62
4 yard	\$	205.26
4 yard Extra Pick Up per Week	\$	43.20
6 yard	\$	304.48
6 yard Extra Pick Up per Week	\$	64.87
Extra Loose Yards Per Week	\$	14.92

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APPENDIX B

Board supplied equipment

Driver hourly rate - \$30.12 per hour Mileage from Omak to Delano - \$0.580 per mile Per Diem if multiple days - \$140 per day meals & lodging

Contractor supplied equipment

Truck and operator - \$90.12 plus fuel

Trailer - \$75 per load

Per Diem if multiple days - \$140 per day meals & lodging

** Contractor supplied vehicle insurance

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