SOLID WASTE COLLECTION AGREEMENT
(RCW 35A.03.005; RCW 35.02.160)

City of Liberty Lake

This SOLID WASTE COLLECTION AGREEMENT ("Agreement") is made and entered into between WASTE MANAGEMENT OF WASHINGTON, INC. ("WMW") and the CITY OF LIBERTY LAKE, a code city of the state of Washington ("City"). The parties shall be collectively referred to herein as the "Parties" and individually as a "Party", unless specifically identified otherwise. This Agreement shall be effective upon the date that all Parties have executed this Agreement (the "Effective Date"), as evidenced by the signatures below. The Parties agree as follows.

RECITALS

WHEREAS WMW holds Certificate No. G-237 issued by the Washington Utilities and Transportation Commission ("WUTC") for the collection of solid waste in certain areas in Washington State, including within certain areas in Spokane County;

WHEREAS at the time of the City's incorporation on August 31, 2001, and thereafter, WMW provided solid waste collection services pursuant to Certificate No. G-237 within the geographic boundaries of the newly incorporated City (the "Incorporated Territory"), as shown on **Exhibit A** attached hereto;

WHEREAS at the time of the City's incorporation on August 31, 2001, and thereafter, Sunshine Disposal, Inc. ("Sunshine Disposal") also provided commercial roll-off solid waste collection service ("Roll-Off Service") pursuant to Certificate No. G-199 within the Incorporated Territory;

WHEREAS under RCW 35A.03.005 and RCW 35.02.160, the WUTC regulates the collection of solid waste within the Incorporated Territory until such time as the City notifies the WUTC, in writing, of its decision to contract for solid waste collection or provide solid waste collection itself pursuant to RCW 81.77.020;

WHEREAS RCW 35.02.160 provides that when a new city incorporates, the city may elect to cancel the rights of the current solid waste collection company provided that the city grants to the collection company a contract or franchise to continue providing solid waste collection services for a term of not less than SEVEN (7) years following the city's exercise of its right to cancel WMW's WUTC collection authority within the Incorporated Territory;

WHEREAS RCW 35.02.160 also provides that a company whose authority to collect solid waste within the city has been cancelled shall have a right of action against the city for any measurable damages it suffers as a result of the cancellation of its authority;

WHEREAS by entering into this Agreement, WMW's collection rights under its G-237 certificate are cancelled and the Parties have agreed upon a TEN (10)-year Agreement term consisting of the statutory SEVEN (7) years and an additional THREE (3) years as compensation for WMW's waiving any and all claims to measureable damages under RCW 35.02.160.

TERMS AND CONDITIONS

1. DEFINITIONS. For the purpose of this Agreement, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Terms not otherwise defined herein shall have the definition provided under Chapter 70.95 RCW and its implementing regulations, if such definition exists.

1.1. "City Solid Waste" means all Solid Waste, including C&D Waste, Yard Debris, and Recyclable Materials, derived from residential and commercial sources, whether public or private, located within the City Limits, but excluding any Excluded Wastes.

1.2. "Solid Waste" means solid waste as defined by RCW 70.95.030(22), and as hereinafter amended, to be all putrescible and nonputrescible solid and semisolid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, and recyclable materials.

1.3. "C&D Wastes" means Solid Waste that results from construction, remodeling, repair, and/or demolition of buildings, houses, roads, or other structures, including, but not limited to, wood, brick, concrete, rubble, soil, rock, drywall, masonry, roofing, siding, asphalt, structural metal, wire, packaging, insulation, and other building material.

1.4. "Yard Debris" means plant material commonly created in the course of maintaining yards and gardens, and through horticulture, gardening, landscaping, or similar activities. Yard debris includes but is not limited to grass clippings, leaves, branches, brush, weeds, flowers, roots, windfall fruit, vegetable garden debris, holiday trees, and tree prunings that are three (3) inches or less in diameter and four (4) feet or less in length, food scraps and food-soiled paper. Yard Debris does not include such items as dirt, sod, stumps, logs, tree and shrub prunings greater than three (3) inches in diameter, rocks, plastic, animal waste or manure, cat litter, potting soil, prepared food wastes or nonputrescible material. Un-flocked Christmas trees cut to less than three (3) feet in height are acceptable in or next to the Cart. Kraft bags and compostable bags are not "Yard Debris".

1.5. "Recyclable Materials" means those categories of Solid Wastes that are identified or described in **Exhibit C** attached hereto, including any amendments thereto, which are separated for recycling or reuse, such as papers, metals, and glass.

1.6. "Recycling" means transforming or remanufacturing waste materials into usable or marketable materials for use other than landfill disposal or incineration.

1.7. "Source-Separated Recyclable Materials" means any Recyclable Materials that have been separated from other City Solid Waste prior to collection.

1.8. "Excluded Waste" means the following materials, provided, however, that the City and WMW may in the future agree in writing to include any of the following materials as Solid Wastes subject to this Agreement:

- Hazardous Waste, as defined herein;

- Animal manures, dead animals, and animal remains, including remains from slaughterhouses or butcher shops;
- Grease waste or used cooking oil;
- Sewage sludge, septic tank and cesspool pumpings, or other sludge;
- Infectious, biohazardous, or regulated medical waste;
- Industrial process wastes and industrial wastewater sludge;
- Treated/de-characterized wastes;
- Antifreeze;
- Asbestos and asbestos-containing waste;
- Light ballasts;
- Petroleum contaminated soils;
- Universal wastes as defined in 40 CFR § 273.9, including batteries, pesticides, mercury-containing equipment, and universal waste lamps as defined therein;
- Other wastes which require specialized disposal or treatment under state or federal law;
- Other wastes that the Parties agree to in writing to be excluded from this Agreement.

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

1.10. "Gross Revenues" means any and all charges billed by WMW to its customers within the Incorporated Territory for the Collection Services, as determined in accordance with Generally Accepted Accounting Principles (GAAP). WMW's Gross Revenues shall be reduced by the Recycling Commodity Credits paid to its customers.

2. Term of Agreement. The initial term of this Agreement shall commence on November 17, 2014, and shall expire on November 30, 2024. On mutual agreement of the City and WMW, this Agreement may be extended for additional terms of up to six (6) years each under the original terms and conditions. Either Party seeking to extend the Agreement shall submit a written request to the other Party at least NINETY (90) days prior to the expiration of the current term.

3. Grant of Exclusive Right. The City hereby extends and grants to WMW the exclusive right and obligation to collect those City Solid Wastes, and provide those services previously provided under its WUTC Certificate G-237 to customers within the Incorporated Territory during the term of this Agreement (hereinafter the "Collection Services"). During the term of this Agreement, the City agrees that, it shall not contract for Collection Services or provide Collection Services within the Incorporated Territory. Notwithstanding the foregoing, the grant of an exclusive right to such Collection Services:

3.1. Shall not apply to the self-hauling of Solid Waste by the generator in their own vehicles;

3.2. Shall not apply to the hauling of Source-Separated Recyclable Materials from commercial or industrial generators;

3.3. Shall not apply to those operations identified as exempt operations in WAC 480-70-011 or not otherwise regulated by the WUTC under WMW's previous G-237 certificate;

3.4. Shall not be construed to create any obligation or requirement for the City to impose mandatory solid waste collection from all of its residents and commercial businesses;

3.5. Shall not be construed to prohibit the City from undertaking any procurement process and entering into a contract with another entity prior to the completion of the term of this Agreement in order to ensure there is no interruption of services after the completion of the term of this Agreement; provided that any such entity shall not commence providing services until the term of this Agreement is completed and this Agreement is terminated as provided herein.

4. Non-Exclusivity Regarding Sunshine Disposal. Notwithstanding any other provision in this Agreement, the Parties agree that nothing in this Agreement, including the grant of an exclusive franchise for the Incorporated Territory, shall interfere with the existing rights of Sunshine Disposal under RCW 35.02.160 to provide services pursuant to their WUTC certificate within the Incorporated Territory.

5. Rates and Compensation to WMW. WMW shall be compensated for the Collection Services hereunder by charging its residential and business customers within the Incorporated Territory rates and charges (the "Rates") that shall not exceed those set forth on **Exhibit B** attached hereto. If **Exhibit B** does not include a rate or charge for a specific Collection Service provided by WMW within Spokane County as of the Effective Date, but for which there is a rate or charge in Tariff No. 17 for Certificate No. G-237 attached hereto as **Exhibit D**, WMW's rate or charge shall not exceed those set forth in Tariff No. 17 (as adjusted pursuant to Section 8.1 below), unless otherwise agreed to in writing by the Parties.

6. Residential Solid Waste and Recyclables Collection. The Parties agree that residential customers subscribing to Collection Service for residential City Solid Waste shall automatically be subscribed to and shall be required to pay for Collection Service for Recyclable Materials. Notwithstanding the mandatory requirement to subscribe to and pay for collection of Recyclable Materials, actual use of such service is not mandatory.

7. Taxes, Fees, and Other Charges. In addition to the Rates identified in **Exhibit B,** WMW shall charge its residential and business customers within the Incorporated Territory any taxes, fees, and charges identified in **Exhibit B** and any other taxes, fees, and charges as may hereinafter be levied by any governmental entity against the Collection Services in the Incorporated Territory.

8. Adjustments to Rates, Taxes, Fees, and Other Charges. The Rates, taxes, fees, and other charges shall be adjusted as follows:

8.1. <u>Annual Rate Adjustment</u>. The service component of the Rates provided in Attachment B shall be adjusted on December 1, 2015 and annually thereafter, by a percentage equal to the annual percent change in the Consumer Price Index ("CPI"),

August to August, All Items, December 1996=100 for All Urban Consumers (CPI-U), West Size Class B/C (CUURX400SA0, CUUSX400SA0), as published by the Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The disposal component of the Rates provided in Attachment B shall be adjusted December 1, 2015 and annually thereafter, by a percentage equal to NINETY PERCENT (90%) of the annual percent change in the CPI.

8.2. Adjustment to Recycling Commodity Credit. The Recycling Commodity Credit, as shown on Exhibit B, shall be adjusted annually on December 1 to equal the WUTC recycling or commodity credit, as revised annually on or about August 1 of the same year, minus $0.50; provided WMW shall utilize the $0.50 amount for Solid Waste and Recycling Services education and other related matters within the City.

8.3. Adjustment for Changes to Taxes, Fees, and Other Charges. If any of these taxes, fees, or charges under Section 7 above are increased or decreased, WMW shall adjust the amounts charged to its residential and business customers consistent with the increases or decreases. If the City increases or decreases any taxes, fees, or charges on WMW's Collection Services within the Incorporated Territory, the City shall notify WMW of such taxes, fees, or other charges.

8.4. Periodic Adjustments Due to Extraordinary Circumstances. WMW's Rates set by this Agreement are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, in addition to the annual CPI adjustment provided by Section 8.1 above, WMW's Rate shall, upon written request of WMW, be further adjusted due to any one or more of the following causes:

(a) material changes in WMW's costs resulting from a Force Majeure event; provided that pursuant to Section 19, WMW is excused from performance during the period of a Force Majeure and so shall notify the City prior to continuing to provide services during the occurrence of a Force Majeure if it believes or has reason to believe the provision of services may result in material changes in WMW's costs. The Parties shall jointly determine whether WMW shall provide the same services or alternative services to limit the impact to WMW's costs;

(b) material changes in WMW's costs resulting from a change in law, statute, rule, regulation, ordinance, order or requirement of any federal, state, regional or local government that is effective after the Effective Date of this Agreement; provided WMW shall notify the City of such change and the Parties shall jointly determine, to the extent possible under the changes, whether WMW may provide alternative services to limit the impact to WMW's costs; or

If WMW requests an adjustment due to the circumstances set forth above, WMW shall prepare a rate adjustment request setting forth its calculation of the increased or decreased costs and accompanying adjustment to the Rates necessary to offset such changes. The City may request any and all documentation and data reasonably necessary to evaluate such request by WMW. The City shall act within ninety (90) days of receipt of the request from WMW, and shall either approve or disapprove the request, provided that approval shall not be unreasonably withheld.

8.5. Notice of Rate Increases. WMW shall implement all adjustments to rates authorized under Sections 8.1, 8.3, and 8.4 above by providing notice on the customers'

invoices for the month of the adjustment. Notwithstanding WMW's obligation to provide notice of rate increases hereunder, the City shall remain responsible for the 45-day notices of rate increases required under RCW 35.21.157; WMW hereby agrees to include such notice on behalf of the City on the customers' invoices for the next billing cycle.

8.6. Non-Applicability of Revisions to WUTC Tariffs. Notwithstanding any other provision in this Agreement, the Parties agree that the Rates have been established based on the WUTC tariff rates for Certificate No. G-237 applicable to the Incorporated Territory as of August 1, 2014, but that any future rate adjustments shall be based upon Sections 8.1, 8.3, and 8.4 above and not on any revisions to the WUTC tariff rates for Certificate No. G-237, with the exception of the recycling commodity credit, which during the term of this Agreement shall track the amounts set forth in Certificate No. G-237, Tariff 17, Item 100. Furthermore, nothing in this Agreement is intended to restrict or prohibit WMW from seeking approval from the WUTC for new and/or revised WUTC tariff rates applicable to solid waste collection within its Certificate No. G-237 territory located outside of the Incorporated Territory.

9. Compensation to the City. WMW shall provide the City with an initial contract fee and an ongoing administrative fee, as follows:

9.1. WMW shall pay the City a contract fee of FIFTEEN THOUSAND DOLLARS ($15,000.00) on or before February 15, 2015 to help offset the City's costs of developing a comprehensive solid waste management plan and procuring this contract.

9.2. WMW shall pay the City a monthly administrative fee equal to ONE PERCENT (1%) of Gross Revenues, as defined in Section 1.10 above. Payment shall be made by the tenth of each month, including the three months following the termination of this Agreement to capture trailing payments.

10. Service At City Facilities. WMW shall provide City Solid Waste and Recyclable Materials collection at City Hall at no charge to the City based on 2014 service levels at City Hall. The 2014 service levels are:

Material	Size	Collection(s) per Week
Municipal Solid Waste	4 Yard	2x per week
Recycling	8 Yard	1x per week
Yard Debris/Food Waste	96 Gallons	1x per week

WMW shall provide appropriately-sized containers at City Hall or other designated site, and the City shall be responsible for transporting materials from other City sites to the designated site for collection. If City decides to use unconsolidated collection services, the Parties agree to negotiate in good faith on the appropriate service locations and free or reduced service fees.

11. Bulky Waste Collection Event. WMW shall provide ONE (1) bulky waste collection event each year at no charge to the City or Customers. The City and WMW shall coordinate the location of the collection event. The City shall be responsible for staffing the event. WMW shall be responsible for providing education and promotion of the event to current residential customers. WMW shall provide hauling and disposal up to five (5) 40-cubic yard

drop-box containers per event at no cost to the City or Customers. If City requests additional containers, WMW shall charge the City for the additional containers in accordance with the Rates under Section 5 above.

12. Reporting. WMW shall provide an annual report to the City showing yearly totals for the following information: Amount of Recyclables and Yard Debris collected for residential and commercial customers; amount of Solid Waste collected for residential and commercial customers; number of residential and commercial customers served; types of educational services provided and examples of information distributed.

13. Future Additional Services. If the City elects to offer additional solid waste collection services to residential and/or commercial customers within the Incorporated Territory, the City shall notify WMW in writing of the additional services requested, and WMW shall have the right to provide such additional services during the extended period. If WMW elects to provide such additional services, WMW shall notify the City in writing within THIRTY (30) days of receipt of the City's notice and shall offer such services either

13.1. consistent with the then-current rates for the same or similar services under its WUTC tariff applicable to Spokane County, subject to any differences in the disposal rate component as show in Exhibit B; or

13.2. if WMW does not offer the same or similar services under its WUTC tariff, pursuant to written agreement between the Parties.

If WMW either (a) notifies the City in writing of its decision not to provide such additional services, or (b) fails to notify the City in writing within THIRTY (30) days of receipt of the City's notice, the City may contract for those services or provide those services itself within the Incorporated Territory.

14. Incorporation of Certain G-237 Tariff Service Conditions. Except as expressly provided herein, the Parties agree that the service requirements imposed pursuant to Tariff No. 17 (including revisions up to and including the third revision dated June 11, 2014) applicable to Certificate No. G-237 and the current provisions of WAC 480-70-361 through 480-70-421, excluding WAC 480-70-386(2), shall be applicable to the Collection Services hereunder. A copy of Tariff No. 17 is attached hereto as **Exhibit D** and is incorporated herein by this reference. Notwithstanding the foregoing, the following shall apply in the event of any differences or ambiguities between the terms and conditions of this Agreement and Tariff No. 17 and the referenced WAC provisions:

14.1. Unless a term or condition of Tariff No. 17 or WAC section is inapplicable to the City, any reference to the WUTC in Tariff No. 17 or WAC section shall be deemed to be a reference to the City;

14.2. For any Collection Service for which there is a Rate established in Exhibit B, the Rate in Exhibit B shall apply and not the rate in Tariff No. 17;

14.3. For any Collection Service for which there is no Rate established in Exhibit B but for which there is a rate in Tariff No. 17, the rate in Tariff No. 17 shall apply; and

14.4. If there is a requirement or obligation set forth in this Agreement that conflicts with a requirement or obligation in Tariff No. 17 or any referenced WAC section, the requirement or obligation set forth in this Agreement shall apply;

15. Designated Disposal System. Except for C& D Wastes, Yard Debris, Recyclable Materials, and any other materials agreed to by the Parties in writing, all City Solid Waste collected under this Agreement shall be delivered to fully permitted solid waste handling, recycling, and/or disposal facilities as agreed to by the Parties. WMW may deliver C&D Wastes, Yard Debris, Recyclables, and any other materials agreed to by the Parties in writing to any permitted facility chosen by WMW.

16. Disposal Facilities for Exempt Wastes. Notwithstanding the Grant of Exclusive Franchise in Section 3 above, WMW shall use commercially reasonable efforts to provide a facility within the Incorporated Territory that can accept the following materials for disposal delivered by residents and businesses within the Incorporated Territory:

16.1. Solid Wastes that are self-hauled by the generator in their own vehicles;

16.2. Moderate Risk Waste, as defined by WAC 173-350-100.

16.3. Yard Debris

16.4. Recyclable Materials

17. Waiver of Claims for Measurable Damages. WMW hereby waives all claims under RCW 35A.03.005 and RCW 35.02.160 to any measurable damages resulting from the cancellation of its solid waste collection business within the Incorporated Territory. The Parties agree that this Agreement and the Franchise provide full satisfaction of any and all claims for measurable damages caused by cancellation of WMW's Certificate No. G-237 and, the City's extension of its collection authority over the Incorporated Area pursuant to RCW 35A.03.005 and RCW 35.02.160.

18. Required Notices to WUTC. The City shall be responsible for submitting any and all notices to the WUTC of its decision to contract for solid waste collection or provide solid waste collection itself within the Incorporated Territory pursuant to RCW 81.77.020. The City shall submit such notice to the WUTC within THIRTY (30) days after the Effective Date. As required by WAC 480-70-141(3), WMW shall be responsible for notifying the WUTC that WMW and the City have entered into this Agreement, including submission of this executed Agreement to the WUTC.

19. Cooperation in Execution of Documents. The Parties agree to cooperate in preparing, executing, and delivering any and all additional documents that may be necessary to render this Agreement legally and practically effective, provided, however, that this provision shall not require the execution of any document that expands, alters or in any way changes the terms of this Agreement.

20. Force Majeure. If either Party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruptions, pandemics, quarantines, war, civil disturbances, acts of terrorism, acts of God, or threats of such circumstances ("Force Majeure"), then the affected Party shall be excused from performance hereunder during the period of such disability. The Party claiming Force Majeure shall promptly notify the other Party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and a Party shall not be

excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the Collection Services hereunder. Further, the term "Force Majeure" does not include labor disputes, which shall be handled in accordance with the same terms and procedures set forth in WMW's Certificate No. G-237 and any applicable provisions of Chapter 480-70 WAC.

21. Successors and Assigns. Neither Party shall assign this Agreement without the prior written consent of the other Party, except that WMW may assign this Agreement to any subsidiary, parent or affiliated company without the other Party's consent. If this Agreement is assigned as provided above, it shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

22. Insurance. WMW shall maintain throughout the term of this Agreement the following types of coverage with limits that are required by appropriate regulatory agencies or the following, whichever are greater:

22.1. Minimum Scope of Insurance. WMW shall obtain insurance of the types described below:

(a) Automobile liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

(b) Commercial general liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, personal injury and advertising injury. City shall be named as an additional insured under WMW's commercial general liability insurance policy with respect to the work performed for City.

(c) Workers' compensation coverage as required by the industrial insurance laws of the State of Washington.

(d) Commercial Umbrella Liability Insurance (not "excess only" Umbrella Liability Insurance).

22.2. Minimum Amounts of Insurance. WMW shall maintain the following insurance limits:

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

(b) Commercial general liability insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate, and a $2,000,000 products-completed operations aggregate limit.

(c) Employer's Liability, $1,000,000 per occurrence.

(d) Commercial Umbrella Liability Insurance (not "excess only" Umbrella Liability Insurance) with limits of $5,000,000 each occurrence.

22.3. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for all insurance except workers' compensation:

(a) WMW's insurance coverage shall be primary insurance with respect to City. Any insurance, self-insurance, or insurance pool coverage maintained by City shall be excess of WMW's insurance and shall not contribute with it.

(b) Such coverage and policies shall not be cancelled without providing City thirty (30) days advance written notice.

(c) City shall be named as an additional insured.

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

22.5. Evidence of Coverage. As evidence of the insurance coverages required by this Agreement, WMW shall furnish acceptable insurance certificates to City at the time WMW returns the signed Agreement and, during the remaining term of this Agreement, within a reasonable time after a request for such certificates by the City. The certificate shall specify all of the parties who are additional insureds, and will include applicable policy endorsements. Insuring companies or entities are subject to City acceptance. WMW shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

23. Indemnification. WMW shall, at its sole expense, defend, indemnify and hold harmless City and its officers, agents, and employees, from any and all claims, actions, suits, liability, loss, costs, attorney's fees and costs of litigation, expenses, injuries, and damages of any nature whatsoever relating to or arising out of the wrongful or negligent acts, errors or omissions in the Collection Services provided by WMW, WMW's agents, subcontractors, subconsultants and employees to the fullest extent permitted by law, subject only to the limitations provided below.

23.1. WMW's duty to defend, indemnify and hold harmless City shall not apply to liability for damages caused by or resulting from the sole negligence of City or City's agents or employees.

23.2. WMW's duty to defend, indemnify and hold harmless City against liability for damages caused by the concurrent negligence of (a) City or City's agents or employees, and (b) WMW, WMW's agents, subcontractors, subconsultants and employees, shall apply only to the extent of the negligence of WMW, WMW's agents, subcontractors, subconsultants and employees.

23.3. WMW's duty to defend, indemnify and hold City harmless shall include, as to all claims, demands, losses and liability to which it applies, City's personnel-related costs, reasonable attorneys' fees, and the reasonable value of any services rendered by the office of the City Attorney, outside consultant costs, court costs, fees for collection, and all other claim-related expenses.

23.4. WMW specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. These indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefits acts. Provided, that WMW's waiver of immunity by the provisions of this paragraph extends

only to claims against WMW by City, and does not include, or extend to, any claims by WMW's employees directly against WMW.

23.5. WMW hereby certifies that this indemnification provision was mutually negotiated.

24. Notice. Any notice required or permitted hereunder shall be in writing (including, without limitation, by facsimile transmission) and sent to the address shown below:

If to WMW:	Waste Management of Washington, Inc.	If to City:	City of Liberty Lake
	720 Fourth Avenue, Suite 400		22710 E. Country Vista Drive
	Kirkland, WA 98033-8136		Liberty Lake, WA 99019
Attention:	Director of Public Sector Services	Attention:	City Clerk

25. Alternative Dispute Resolution/Legal Fees. Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding breach, termination or invalidity thereof shall be resolved by arbitration (unless both Parties agree to mediation) in Spokane, Washington or such other location as agreed to by the Parties, and in accordance with the American Arbitration Association or Judicial Dispute Resolution rules which are deemed to be incorporated by reference in this clause. The maximum number of arbitrators shall be one in any claim, suit, action or other proceeding relating in any way to this Agreement or any claims arising out of this Agreement, except as otherwise agreed to by the Parties. Other than mediation costs, in the event any arbitration or legal action is taken by either Party against the other to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful Party to such action shall pay to the prevailing Party therein all court and/or arbitration costs, reasonable attorney’s fees and expenses incurred by the prevailing Party.

26. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the Parties concerning the subject matter hereof and supersedes all previous correspondence, communications, agreements and understandings, whether oral or written among the Parties. This Agreement may not be modified, in whole or in part, except upon unanimous approval of the Parties and by a writing signed by all the Parties.

27. Advice of Counsel. This Agreement was negotiated at arms-length with each Party receiving advice from independent legal counsel.

28. No Third Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns, and no other person will have any rights, interest, or claim hereunder or be entitled to any benefits under or on account of this Agreement, whether as a third party beneficiary or otherwise.

29. Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision in this Agreement and this Agreement shall be construed as if the invalid illegal, or unenforceable provision had never been contained in it.

30. Governing Law. This Agreement, and all amendments or supplements thereto, shall be governed by and construed in accordance with the laws of the State of Washington.

31. Counterparts. This Agreement 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 Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized to enter into this Agreement by the Party on whose behalf it is indicated that the person is signing.

CITY OF LIBERTY LAKE

By:
Name: Steve Peterson
Title: Mayor
Date: 9.16.14

WASTE MANAGEMENT OF WASHINGTON, INC.

By:
Name: Jason S. Rose
Title: Vice President
Date: 9/19/14

ATTEST

By:
Name: Ann Swenson
Title: City Clerk

APPROVED AS TO FORM:

By:
Name: Sean P. Boutz
Title: City Attorney

APPROVED AS TO FORM:

By:
Name: Andrew M. Kenefick
Title: Senior Legal Counsel

Attachments:

Exhibit A – Map of the City of Liberty Lake, WA
Exhibit B – Rates
Exhibit C – List of Recyclables
Exhibit D – Tariff No. 17 (3rd Revisions dated June 11, 2014)

Exhibit A – Map of the City of Liberty Lake, WA

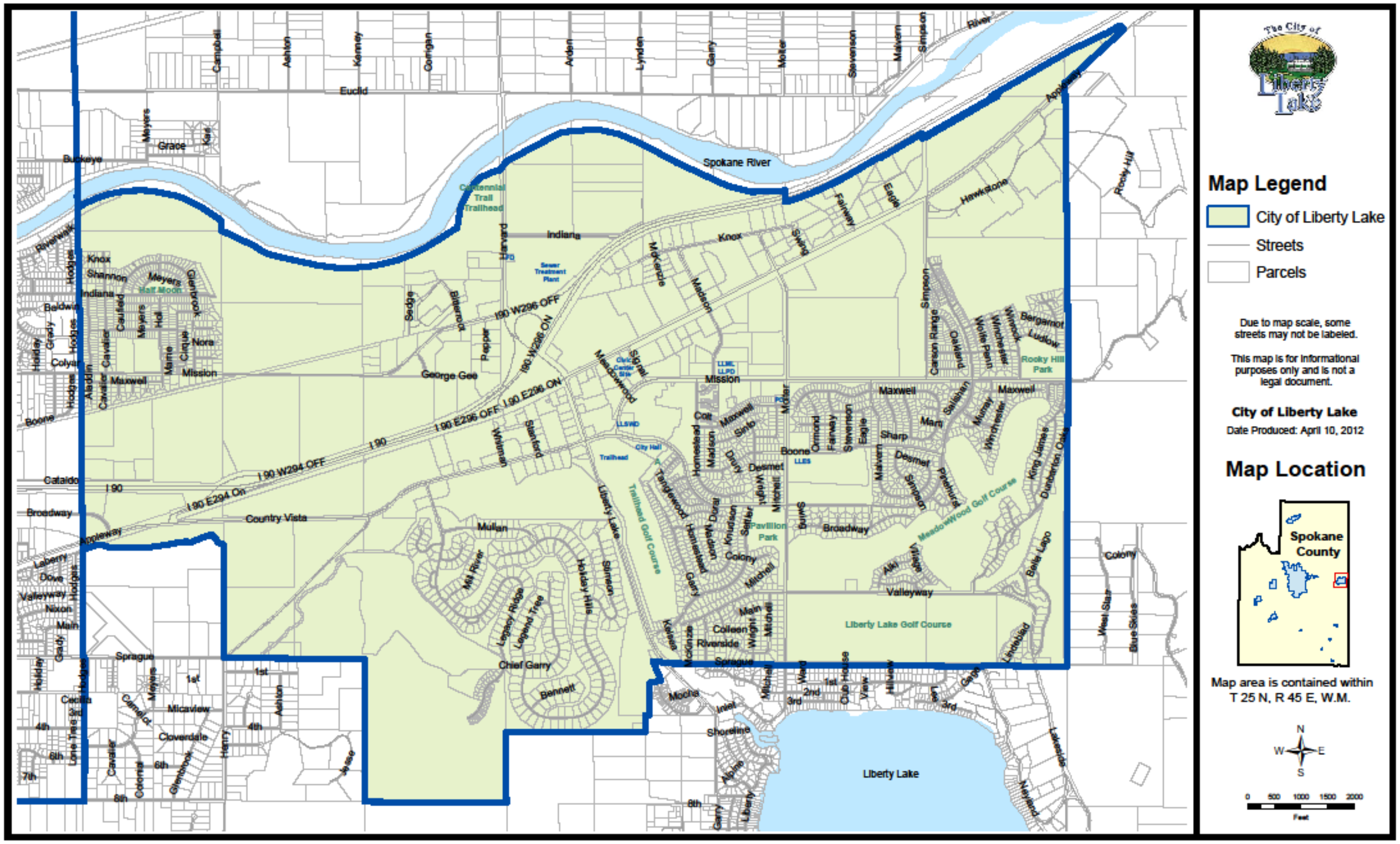

EXHIBIT B

City of Liberty Lake

Service Rates

(- excludes 3.6% State solid waste tax where applicable)*

Residential:	lbs./ Can/Yard	Monthly Rate Disposal	Monthly Rate Service	Total
32 GAL CAN MSW 1X MO	28.37	$ 1.34	$ 5.27	$ 6.61
35 GAL CART MSW 1X MO	31.03	$ 1.47	$ 6.27	$ 7.74
1-20 GAL MINI CAN MSW	11.82	$ 2.43	$ 7.67	$ 10.10
1-32 GAL CAN MSW	18.92	$ 3.89	$ 9.10	$ 12.99
2-32 GAL CANS MSW	18.92	$ 7.76	$ 12.21	$ 19.97
3-32 GAL CANS MSW	18.92	$ 11.65	$ 15.30	$ 26.95
4-32 GAL CANS MSW	18.92	$ 15.53	$ 18.40	$ 33.93
5-32 GAL CANS MSW	18.92	$ 19.41	$ 21.50	$ 40.91
6-32 GAL CANS MSW	18.92	$ 23.30	$ 24.59	$ 47.89
20 GAL CART MSW	11.82	$ 2.43	$ 8.63	$ 11.06
1-35 GAL CART MSW	20.69	$ 4.25	$ 9.76	$ 14.01
1-64 GAL CART MSW	37.83	$ 7.76	$ 13.22	$ 20.98
1-96 GAL CART MSW	56.75	$ 11.65	$ 16.28	$ 27.93
Extras (per item)	18.92	$ 0.90	$ 2.69	$ 3.59
Monthly Recycling Rate				$ 7.16
Surcharge for Recycling Only Customers				$ 0.90
Recycling Rebate = WUTC Rebate minus $0.50				($1.88)
Subscription Yard Debris				$ 10.71
Surcharge for Yard Debris Only customers				$ 0.90
Additional Yard Debris Cart				$ 5.17
Yard Waste Extras (per item)				$ 2.93

*No tax on recycling or yard debris

Commercial:	lbs./ Can/Yard	Monthly Rate Disposal	Monthly Rate Service	Total
1-32 GAL CAN MSW	15.83	$ 3.26	$ 11.53	$ 14.79
35 GAL CART MSW 1X WK	17.31	$ 3.53	$ 13.05	$ 16.58
1-64 GAL CART MSW	31.66	$ 6.51	$ 22.53	$ 29.04
1-96 GAL CART MSW	47.49	$ 9.74	$ 31.83	$ 41.57
1-1 YD 1X PER WEEK	99.92	$ 20.53	$ 50.02	$ 70.55
1-1.5 YD 1X PER WEEK	149.88	$ 30.77	$ 67.79	$ 98.56
1-2 YD 1X PER WEEK	199.84	$ 41.02	$ 81.14	$ 122.16
1-3 YD 1X PER WEEK	299.76	$ 61.55	$ 105.00	$ 166.55
1-4 YD 1X PER WEEK	399.68	$ 82.04	$ 119.37	$ 201.41
1-6 YD 1X PER WEEK	599.52	$ 123.06	$ 149.24	$ 272.30
1-8 YD 1X PER WEEK	799.36	$ 164.08	$ 162.76	$ 326.84
2 YD COMPACTOR 1X WK	599.52	$ 123.06	$ 205.60	$ 328.66
3 YD COMPACTOR 1X WK	899.28	$ 184.61	$ 290.05	$ 474.66
4 YD COMPACTOR 1X WK	1,199.04	$ 246.12	$ 367.05	$ 613.17
5 YD COMPACTOR 1X WK	1,498.80	$ 307.69	$ 434.08	$ 741.77
6 YD COMPACTOR 1X WK	1,798.56	$ 369.23	$ 521.04	$ 890.27

EXHIBIT B

City of Liberty Lake

Service Rates

(- excludes 3.6% State solid waste tax where applicable)*

Commercial Extra Lift (On Service Day):	Disposal	Per Pick Up Service	Total
32 GAL CAN MSW	$ 0.75	$ 2.66	$ 3.41
35 GAL CART MSW	$ 0.81	$ 2.78	$ 3.59
64 GAL CART MSW	$ 1.50	$ 4.91	$ 6.41
96 GAL CART MSW	$ 2.25	$ 7.00	$ 9.25
1 YARD CONTAINER MSW	$ 4.74	$ 10.02	$ 14.76
1.5 YARD CONTAINER MSW	$ 7.10	$ 14.03	$ 21.13
2 YARD CONTAINER MSW	$ 9.47	$ 16.88	$ 26.35
3 YARD CONTAINER MSW	$ 14.20	$ 22.11	$ 36.31
4 YARD CONTAINER MSW	$ 18.93	$ 25.15	$ 44.08
6 YARD CONTAINER MSW	$ 28.40	$ 31.28	$ 59.68
8 YARD CONTAINER MSW	$ 37.86	$ 33.64	$ 71.50
2 YD COMPACTOR MSW	$ 28.40	$ 47.45	$ 75.85
3 YD COMPACTOR MSW	$ 42.60	$ 66.94	$ 109.54
4 YD COMPACTOR MSW	$ 56.80	$ 84.70	$ 141.50

Commercial Special Pickups (Off Service Day):		Per Pick Up	
32 GAL CAN MSW	$ 0.75	$ 5.66	$ 6.41
35 GAL CART MSW	$ 0.81	$ 5.78	$ 6.59
64 GAL CART MSW	$ 1.50	$ 7.91	$ 9.41
96 GAL CART MSW	$ 2.25	$ 10.00	$ 12.25
1 YARD CONTAINER MSW	$ 4.74	$ 13.02	$ 17.76
1.5 YARD CONTAINER MSW	$ 7.10	$ 17.03	$ 24.13
2 YARD CONTAINER MSW	$ 9.47	$ 19.88	$ 29.35
3 YARD CONTAINER MSW	$ 14.20	$ 25.11	$ 39.31
4 YARD CONTAINER MSW	$ 18.93	$ 28.15	$ 47.08
6 YARD CONTAINER MSW	$ 28.40	$ 34.28	$ 62.68
8 YARD CONTAINER MSW	$ 37.86	$ 36.64	$ 74.50
2 YD COMPACTOR MSW	$ 28.40	$ 50.45	$ 78.85
3 YD COMPACTOR MSW	$ 42.60	$ 69.94	$ 112.54
4 YD COMPACTOR MSW	$ 56.80	$ 87.70	$ 144.50
5 YD COMPACTOR MSW	$ 71.01	$ 103.17	$ 174.18
6 YAD COMPACTOR MSW	$ 85.21	$ 123.24	$ 208.45
Yardage (per yard) 99.92	$ 4.73	$ 9.99	$ 14.72
Multi-family Recycling surcharge/yard			$ 0.88

Temporary Rates (per occurance):	lbs./ Can/Yard	Disposal	Service	Total
1-1 YD 1X PER WEEK	99.92	$ 4.74	$ 23.02	$ 27.76
1-1.5 YD 1X PER WEEK	149.88	$ 7.10	$ 27.03	$ 34.13
1-2 YD 1X PER WEEK	199.84	$ 9.47	$ 29.88	$ 39.35
1-3 YD 1X PER WEEK	299.76	$ 14.20	$ 35.11	$ 49.31
1-4 YD 1X PER WEEK	399.68	$ 18.93	$ 38.15	$ 57.08
1-6 YD 1X PER WEEK	599.52	$ 28.40	$ 44.28	$ 72.68
1-8 YD 1X PER WEEK	799.36	$ 37.87	$ 46.64	$ 84.51
Delivery Fees				$ 44.20

EXHIBIT B

City of Liberty Lake

Service Rates

(- excludes 3.6% State solid waste tax where applicable)*

Temporary Rent (per day):	Daily Rent
1 YARD	$ 1.10
1.5 YARD	$ 1.20
2 YARD	$ 1.30
3 YARD	$ 1.70
4 YARD	$ 2.10
6 YARD	$ 2.30
8 YARD	$ 2.80

Refer to Tariff 17 for Roll Off Rates

Accessorial Fees (per occurance):	Rates
Roll Out Fees	$ 2.30
Ea. Add'l 5 ft. over 25 ft.	$ 0.55
Gate Fees	$ 11.70
Disconnect Fees	$ 25.00
Redelivery Fee (redelivery of carts previously removed due to non-payment)	$ 25.00
NSF Fee	$ 25.00
Return Trip Can/Cart*	$ 8.40
Return Trip Container*	$ 13.40
Commercial /Roll Off Set Up Fee	$ 25.00
Carry Out 5 to 25 feet	$ 0.50
Carry Out over 25 feet	$ 0.30
Steam Cleaning per yard ($12.10 Minimum charge)	$ 6.05
Sanitizing per yard ($6.80 Minimum charge)	$ 3.40
Late payment Fee	1% of balance

* Return trip fee applies when a truck is required to return and pick up material that was previously unavailable for collection for reasons under the control fo the customer.

Exhibit C – List of Recyclables

RECYCLABLES shall be loose, not bagged, and includes the following:

Aluminum food and beverage containers - empty	Glass food and beverage containers – brown, clear, or green - empty
Ferrous (Iron) cans – empty	PET plastic containers with the symbol #1 – with screw tops only - empty
HDPE natural plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) - empty
Plastics with symbols #3, #4, #5, #6, #7 – empty	Newsprint
Old corrugated containers	Magazines, glossy inserts and pamphlets
Catalogs	Cereal boxes; detergent, gift and snack boxes
Telephone books	Printer paper
Copier paper	Mail
All other office paper without wax liners	

Recyclables may be added or deleted upon mutual consent of the Parties.

RECYCLABLES do not include the following:

Bagged materials (even if containing Recyclables)	Microwave trays
Mirrors	Window or auto glass
Light Bulbs	Ceramics
Porcelain	Plastics unnumbered
Plastic bags	Coat hangers
Glass cookware/bakeware	Household items such as cooking pots, toasters, etc.
Flexible packaging and multi-laminated materials	Wet fiber
Excluded Materials	Fiber containing, or that has been in contact with, food debris
Any recyclable materials, or pieces of recyclable materials, less than 2” in size in any dimension	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Company's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Company's structures or equipment.

EXHIBIT D

Tariff No. 17 (3rd Revisions dated August 1, 2014)

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Original Title Page

Tariff No. 17

Cancels

Tariff No. 16

of

Waste Management of Washington, Inc.
(Name of Solid Waste Collection Company)

Waste Management of Spokane, Valley Garbage Service Co.
(Registered trade name of Solid Waste Collection Company)
Certificate Number G- 237

NAMING RATES FOR THE COLLECTION, TRANSPORTATION, AND DISPOSAL OF
SOLID WASTE, AND IF NOTED, RECYCLING AND YARDWASTE
IN THE FOLLOWING DESCRIBED TERRITORY:

As described in Appendix A

(NOTE: If this tariff applies in only a portion of a company's certificate authority, a map accurately depicting the area in which the tariff applies must be attached to the tariff)

Name of person issuing tariff: Michael A. Weinstein

Mailing address of issuing agent: 720 4th Avenue, Suite 400

City, State/Zip Code: Kirkland, Washington, 98033

Telephone number, including area code: (425) 814-7840

FAX number, if any: (425) 814-7866

E-mail address, if any: mweinstein@wm.com

Official UTC requests for information regarding consumer questions and/or complaints should be referred to the following company representative:

Name: Michael Weinstein
Title: Senior Pricing Manager
Phone: (425) 814-7840
E-Mail: mweinstein@wm.com
Fax: (425) 814-7866

Issued by: Michael A. Weinstein, Senior Pricing Manager, Pacific Northwest Market Area

Issue date: January 18, 2013 Effective date: March 5, 2013

(For Official Use Only)

Docket No. TG- _____ Date: _____ By: _____

FOR OFFICIAL USE ONLY
Docket No.: TG-130082
Agenda Date: April 25, 2013
Effective Date: May 1, 2013

RECEIVED JUNE 11, 2014 WA. UT. & TRANS COMM. ORIGINAL TG-141269

CHECK SHEET

All pages contained in this tariff are listed below in consecutive order. The pages in the tariff and/or any supplements to the tariff listed on this page have issue dates that are the same as, or are before, the issue date of this page. "O" in the revision column indicates an original page.

Page Number	Current Revision	Page Number	Current Revision	Page Number	Current Revision
Title Page	O	21	3rd		
Check sheet/2	3rd	22	1st		
Item Index/3	O	23	1st		
Subject Index/4	O	24	O		
Subject Index/5	O	25	2nd		
Taxes Sheet/6	O	26	O		
7	O	27	1st		
8	O	28	O		
9	O	29	O		
10	O	30	O		
11	O	31	O		
12	O	32	2nd		
13	O	33	1st		
14	1st	34	1st		
15	O	35	1st		
16	O	36	O		
17	O	37	O		
18	O	38	O		
19	O				
20	O				

Supplements in Effect

Issued by: Michael A. Weinstein, Senior Pricing Manager, Pacific Northwest Market Area

Issue date: June 11, 2014 Effective date: August 1, 2014

(For Official Use Only)

Docket No. TG- _____ Date: _____ By: _____

FOR OFFICIAL USE ONLY
Docket: TG-141269
Agenda Date: July 10, 2014
Effective Date: August 1, 2014

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Index of Items in This Tariff – see next page for list by topic

Item 5 – Taxes
Item 10 – Application of Rates – General
Item 15 – Holiday Pickup
Item 16 – Change in Pickup Schedule
Item 17 – Refunds
Item 18 – Billing, Advance Billing, Payment Delinquency Dates, Late Charges
Item 20 – Definitions
Item 30 – Limitation of Service
Item 40 – Material Requiring Special Equipment, Precautions, or Disposal
Item 45 – Material Requiring Special Testing and/or Analysis
Item 50 – Returned Check Charges
Item 52 – Re-delivery Charges
Item 55 – Over-sized or Over-weight Units
Item 60 – Overtime
Item 70 – Return Trips
Item 75 – Flat Monthly Charges
Item 80 – Carryout Service, Drive-Ins
Item 90 – Can Carriage, Overhead Obstructions, Sunken or elevated cans/units
Item 100 – Can/Unit Service, Residential – Residential Curbside Recycling – Residential Yardwaste service
Item 105 – Multi- family rates
Item 120 – Drums
Item 130 – Litter Receptacles
Item 150 – Loose and/or Bulky Material
Item 160 – Time Rates
Item 200 – Application of Container and/or Drop Box Rates – General
Item 205 – Roll-Out Charges – Containers, Automated Carts, and Toters
Item 207 – Excess Weight – Rejection of Load, Charges to Transport
Item 210 – Washing and Sanitizing Containers and Drop Boxes
Item 220 – Compactor Rental
Item 230 – Disposal Fees
Item 240 – Container Service – Non-compacted – Company-owned container
Item 245 – Container Service – Non-compacted – Customer-owned container
Item 250 – Container Service – Compacted – Company-owned container
Item 255 – Container Service – Compacted – Customer-owned container
Item 260 – Drop Box Service – Non-Compacted – Company-owned drop box
Item 275 – Drop Box Service – Compacted – Customer-owned drop box
Item 300 – List of Abbreviations and Symbols Used in Tariff

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Index by topic

	Item No.
Abbreviations used in tariff	300
Advance billing	18
Animals	30
Billing periods authorized	18
Carryout service	80
Commercial can service	245
Compactor rental	220
Container service, non-compacted, company-owned	240
Container service, non-compacted, customer-owned	245
Containers and/or drop boxes, availability	200
Containers and/or drop boxes, general rules	200
Containers and/or drop boxes, washing and sanitizing	210
Credit due the customer	17
Damage to customer property	30
Definitions	20
Delinquency dates	18
Disposal fees	230
Drive-in service	90
Drop-box service, compacted, customer-owned	275
Drop-box service, non-compacted, company-owned	260
Excess weight, rejection of load, charges to transport	207
Flat monthly charges	75
Holidays observed	60
Late charges	50
Limitations of service	30
Litter receptacles	130
Loose and/or bulky material	150
Material requiring special disposal	40
Material requiring special equipment	40
Material requiring special precautions	40
Material requiring special testing/analysis	45

Continued on next page

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Index by topic, continued

	Item No.
Missed pickups, weather or road conditions	30
Multi-family rates	105
Multi-family residential recycling for garbage customers using drop box service	105
Multi-family residential yard waste collection	105
NSF checks	50
Overhead obstructions	90
Over-sized Units	55
Overtime	60
Over-weight units	55
Refund of overcharges	17
Refund of prepayments	17
Refunds	17
Refusal to make pickup	30
Residential recycling	100
Residential service	100
Residential yardwaste	100
Re-delivery charges	52
Returned check charges	50
Return trips	70
Roll-out charges	205
Stairs or steps	90
Sunken or elevated cans/units	90
Symbols used in tariff	300
Taxes	5
Time rates	160

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Item 5 – Application of Rates – Taxes

In addition to the rates shown in the remainder of the tariff, the following taxes apply:

Entity imposing tax:	Ordinance number:	Amount of tax:	Application (Commodities and territory)
City of Spokane	C-34025	**25.00%**	Utility tax on all services within the City
City of Liberty Lake	188-A	**3.09%**	Utility tax on all services within the City

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Item 10 – Application of Rates – General

Rates named in this tariff cover the collection, transportation, and disposal of solid waste. When specifically referred to, rates also cover the collection and transportation of recyclable materials and/or yardwaste.

Title 81.77 of the Revised Code of Washington (RCW) and Chapter 480-70 of the Washington Administrative Code (WAC) govern operations of solid waste collection companies and the tariffs companies must file with the Washington Utilities and Transportation Commission (WUTC).

Unless exceptions are shown, all materials must be placed on the same level as the streets or alleys.

The company may charge additional amounts for disposal fees only when specifically stated in the tariff and separately shown on customer bills.

Item 15 – Holiday Pickup – Regularly Scheduled Service

When a pickup is missed due to the company's observance of a holiday, the company will provide service, at no additional cost to the customer, on an alternate day.

A list of the holidays the company observes is shown in Item 60.

For application of rates in this tariff, the company defines alternate day to mean the following:

> Pick-up days are Monday through Friday including all holidays except Thanksgiving day, Christmas day, and New Year's day. If the pick-up day falls on or after any of those three holidays, the alternate day will be one day late that week, for the balance of the week through Saturday.

Item 16 – Change in Pickup Schedule

When a company changes the pick-up date for its certificate area, or a portion of its certificate area, the company must notify all customers in the affected area of that change.

Notice must be made at least seven days before implementation of the new pickup schedule and may be made via mail, personal contact, or by a notice being affixed to the customer's solid waste receptacle.

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Item 17 – Refunds

Credit due the customer. When there has been a transaction that results in a credit due the customer, the following apply:

A. If the amount due is five dollars or less, an adjustment will be made to the customer's account. The adjustment must be shown on the next regular bill.
B. If the amount due is more than five dollars, the customer may accept an account adjustment or may request a refund.
   a. If the customer elects to have an account adjustment made, the adjustment must show on the next regular billing.
   b. If the customer elects to receive a refund, the company must issue a check within thirty days of the request.

Overcharges. Once a company becomes aware that it has overcharged a customer, it must provide a refund or an account adjustment credit to the customer. The customer must be given a choice as to which option is preferred. The refund or credit must be the amount overcharged in the three years before the date of discover

   c. If the customer elects to have an account adjustment made, the adjustment must show on the next regular billing.
   d. If the customer elects to receive a refund, the company must issue a check within thirty days of the request.

Prepayments. If a customer has paid service fees in advance, service is discontinued during the pre-billed period, and the customer is due a refund, the following apply:

A. A company must honor all requests for refunds of the unused portion of prepayments.
B. If the customer provides a forwarding address to the company or one can be obtained from the Post Office, the company must issue a refund check no more than thirty days following the customer's request.
C. If the customer cannot be located or did not provide a forwarding address and the U.S. Post Office cannot furnish a forwarding address, the amount may be presumed to be abandoned and is subject to the Uniform Unclaimed Property Act after one year.

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Item 18 – Billing, Advance Billing, and Payment Delinquency Dates

Billing period. A company may bill its customers for one, two, or three months of service.

Advance billing and payment delinquency dates. The following chart defines the maximum period allowed for advance billing and the date when a bill may be considered delinquent:

Billing period	Maximum advance billing period allowed	Delinquency date
One month's service (monthly)	No advance billing allowed	May not be less than twenty-one days after the date the bill is mailed
Two months' service	One months' advanced billing allowed	May not be until the last day of the second month
Three months' service	Two months' advance billing allowed	May not be until the last day of the third month

The billing period chosen by the company operating under this tariff for residential solid waste accounts is: **Three months' service.**

Late charges. Customers with past due accounts after the delinquency dates specified in the chart above will be charged a late fee of 1% per month on outstanding balances. The minimum charge per month is $1.00.

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Item 20 – Definitions

NOTE: The definitions shown on the first three pages of this item are standard, in most cases prescribed by rule. Companies may not amend these definitions. Companies wishing to add definitions specific to their company's operations must include those definitions on a separate page, entitled, "Company-specific definitions." A blank sheet is provided for that purpose.

Bale:	Material compressed by machine and securely tarped or banded.
Bulky Materials:	Empty carriers, cartons, boxes, crates, etc., or materials offered for disposal, all of which may be readily handled without shoveling.
Charge:	A set flat fee for performing a service. Or, the result of multiplying a rate for a unit times the number of units transported.
Commercial Billing:	Service billed to a commercial customer or billed to, and paid for, by a property manager or owner rather than a residential tenant.
Compacted Material:	Material that has been compressed by any mechanical device either before or after it is placed in the receptacle handled by the company.
Compactor Disconnect/ Reconnect Charge:	A flat fee established by the solid waste collection company for the service of disconnecting a compactor from a drop box or container before taking it to be dumped, and then reconnecting the compactor when the drop box or container is returned to the customer's site.
Gate charge:	A flat fee charged for opening, unlocking, or closing gates in order to pick up solid waste.
Loose material:	Material not set out in bags or containers, including materials that must be shoveled.
Multi-family residence:	Any structure housing two or more dwelling units.
Packer:	A device or vehicle specially designed to pack loose materials.
Pass through fee:	A fee collected by a solid waste collection company on behalf of a third party when the fee is billed directly to the customer without markup or markdown.

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Item 20 – Definitions, continued

Permanent service: Container and drop-box service provided at the customer's request for more than ninety days.

Rate: A price per unit or per service. A rate is multiplied times the number of units transported or the number of times a service is performed to determine a charge.

Solid waste receptacle: includes the following items, with the following meanings:

Automated cart means a cart designed to be picked up and emptied by mechanical means. The specific type and size are to be defined in rate items.

Can means a receptacle made of durable, corrosion-resistant, nonabsorbent material that is watertight, and has a close-fitting cover and two handles. A can holds more than twenty gallons, but not more than thirty-two gallons. A can may not weigh more than 65 pounds when filled.

Cart means a wheeled plastic container. A cart may also be referred to as a toter. If supplied by a customer, a cart must be compatible with the company's equipment. The size and type of cart that is compatible will be established in each company's tariff.

Container means a detachable receptacle (normally designed to hold at least a cubic yard of solid waste) from which materials are collected by mechanically lifting the receptacle and emptying the contents into the company's vehicle.

Drop box means a detachable receptacle used to provide solid waste collection service by the receptacle being placed on the company's vehicle by mechanical means and transported to a disposal site.

Drum means a metal or plastic container of approximately fifty-gallon capacity, generally used for oils or solvents. A drum may not weigh more than __ when filled.

Litter receptacle means a container not over sixty-gallon capacity, generally placed in shopping centers and along streets or highways for litter. A litter receptacle may not weigh more than 65 pounds when filled.

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Item 20 – Definitions, continued

Micro-mini can means a can made of durable, corrosion-resistant, nonabsorbent material that is watertight and has a close-fitting cover. A micro-mini can may not hold more than ten gallons. A micro-mini can may not weigh more than 20 pounds when filled.

Mini-can means a can made of durable, corrosion resistant, nonabsorbent material that is watertight and has a close-fitting cover. A mini-can may not hold more than twenty gallons. A mini-can may not weight more than 35 pounds when filled.

Recycling bin or container means a bin or container designed or designated for the collection of recyclables. The size and type of recycling bin or container will be established in each company's tariff.

Toter means a wheeled plastic container. A toter may also be referred to as a cart. If supplied by customer, a toter must be compatible with the company's equipment. The size and type of toter that is compatible will be established in each company's tariff.

Unit means a receptacle made of durable, corrosion-resistant, nonabsorbent material, that is watertight, and has a close-fitting cover and two handles. A unit holds more than twenty gallons, but not more than thirty-two gallons or four cubic feet. A unit may not weigh more than 65 pounds when filled. Where agreed on between the company and the customer, and where allowable under local ordinance, a box, carton, cardboard barrel or other suitable container may be substituted for a solid waste can, for a single pick-up that includes removal of the container, if it meets the size and weight limits established in the company's tariff.

Yardwaste bin or container means a bin or container specifically designed or designated for the collection of yardwaste. Each company's tariff will refer to a specific type of yardwaste bin or container to be used by customers in a service area. The type, size, weight, etc., of this type of bin or container will often be set by local government plans or ordinances.

Special/On call pick-up: A pick-up requested by the customer at a time other than the regularly scheduled pick-up time or that requires the special dispatch of a truck. If a special dispatch is required, the company will assess time rates established in the company's tariff.

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Item 20 – Definitions, continued

Supplement:	A page added to the beginning of a tariff, normally to cover emergency, temporary, or special situations. An example is a page issued to show a special surcharge imposed by a city.
Temporary service:	Temporary service means providing container or drop-box service at the customer's request, for a period of ninety days or less.
Unlatching:	Another term for a gate charge. A flat fee imposed by a solid waste collection company when the company's personnel must unlatch a gate or door to perform pickup service.
Unlocking:	A flat fee imposed by a solid waste collection company when the company's personnel must unlock padlocks or other locking devices to perform pickup services.

RECEIVED SEP. 13, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-131734

Item 30 – Limitations of Service

1. **Schedules.** A company's schedule will meet reasonable requirements and will comply with local service level ordinances.

2. **Due care.** Other than to offer reasonable care, the company assumes no responsibility for articles left on or near solid waste receptacles.

3. **Liability for damage.** When a customer requests that a company provide service and damage occurs to the customer's driveway due to reasons not in the control of the company, the company will assume no responsibility for the damage.

4. **Refusal of service.** (Except as set forth in Section 5, Missed service due to unsafe weather conditions road conditions, natural disaster or when government authority restricts access to local roads.)

   A solid waste collection company may refuse to:

   - Collect solid waste from points where it is hazardous, unsafe, or dangerous to persons, property, or equipment to operate vehicles due to the conditions of streets, alleys, or roads.

   - Drive into private property when, in the company's judgment, driveways or roads are improperly constructed or maintained, do not have adequate turn-arounds, or have other unsafe conditions; or

   - Enter private property to pick up solid waste while an animal considered or feared to be dangerous is not confined. The customer will be required to confine the animal on service days.

5. **Missed service due to unsafe weather conditions, road conditions, natural disaster or when government authority restricts access to local roads.** A company is not required to collect solid waste when the company determines that it is unsafe to operate due to weather conditions, road conditions, natural disaster, or when government authority restricts access to local roads. The company will collect on the next scheduled service date on which the company deems it is safe to operate, and will take other reasonable actions to resume or provide alternative service as soon as reasonably practicable.

   a. The company is not obligated to extend credit to customers for missed service if the company collects the customers' accumulated solid waste on the next scheduled service date on which the company deems it to be safe to operate. The company will not charge for extra waste set out (except provided in Item 207, if applicable) in addition to customers' normal receptacle(s), if the amount of extra waste does not exceed the amount that reasonably would be expected to accumulate due to missed service.

   b. If the company does not collect a customer's accumulated solid waste on the next scheduled service date on which the company determines it is safe to operate, the company is required to give a credit, proportionate to the customer's monthly service charge, for all missed service(s).

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Item 40 – Material Requiring Special Equipment, Precautions, or Disposal

Transportation of solid waste requiring special equipment or precautions in handling or disposal will be subject to time rates named in Item 160, or to other specific rates contained in this tariff.

Companies must make every effort to be aware of the commodities that require special handling at the disposal sites named in the company's tariffs. The company shall maintain a list of those commodities and make it available for public inspection at the company's office.

Companies must make every effort to be aware of the commodities that are not accepted at the disposal sites named in the company's tariffs, and provide the public with access to such lists, as published and updated by disposal sites. Additionally, companies must maintain a list of any specific commodities which are considered hazardous, unsafe, or pose a danger to persons, property, or equipment.

Item 45 – Material Requiring Special Testing and/or Analysis

When a solid waste collection company or disposal facility determines that testing and/or analysis of solid waste is required to determine whether dangerous or prohibited substances are present, the actual cost for such testing and/or analysis will be paid by the customer. The company must provide the customer with a copy of any bill or invoice for costs incurred for testing and/or analysis and also must retain a copy in the company's file for at least three years. Those costs shall be passed through to the customer without markup. The company must maintain records of time spent to accomplish the special testing and/or analysis, and may bill the customer for that time under the provisions of Item 160 (Time Rates).

Item 50 – Returned Check Charges

Returned check charge. If a customer pays with a check, and the customer's bank refuses to honor that check, the customer will be assessed a returned check charge in the amount of **$ 25.00.**

Item 52 – Re-delivery Charges

A re-delivery fee of **$17.00 (A)** will be assessed to cart customers whose service is discontinued for non-payment or cart customers who request re-delivery for services previously cancelled. Please see Item 100.

A pickup and re-delivery fee of **$ 28.30 (A)** will be assessed to customers who request that their container or Drop Box be washed, steam cleaned and sanitized. Please see Item 210.

Issued by: Michael A. Weinstein, Senior Pricing Manager, Pacific Northwest Market Area

Issue date: January 18, 2013 Effective date: March 5, 2013

(For Official Use Only)

Docket No. TG- _____ Date: _____ By: _____

FOR OFFICIAL USE ONLY
Docket No.: TG-130082
Agenda Date: April 25, 2013
Effective Date: May 1, 2013

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Item 55 – Over-sized or Over-weight Cans or Units

The company reserves the right to reject pickup of any residential receptacle (can, unit, bag, mini-can, or micro mini-can) which, upon reasonable inspection exceeds the size and weight limits shown in Item 20.

(a) If the receptacle exceeds the size and/or limits stated in Item 20, is overfilled, or the top is unable to be closed, but the company transports the materials, the following additional charges will apply:

$ 3.75 (A) per unit

Note: For charges applying on overweight toters, carts, containers, or drop boxes see item 207.

Item 60 – Overtime Periods

Companies will assess additional charges when providing services, at customer request, during overtime periods. Overtime periods include Saturdays, Sundays, and the following holidays:

New Year's Day	Labor Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day
Martin Luther King Day	

Time is to be recorded to the nearest increment of 15 minutes from the time the company's vehicle leaves the terminal until the time it returns to the terminal.

No additional charge will be assessed to customers for overtime or holiday work performed solely for the company's convenience.

Charge per hour **$ 68.40 (A)**

Minimum Charge **$ 34.20 (A)**

Issued by: Michael A. Weinstein, Senior Pricing Manager, Pacific Northwest Market Area

Issue date: January 18, 2013 Effective date: March 5, 2013

(For Official Use Only)

Docket No. TG- _____ Date: _____ By: _____

FOR OFFICIAL USE ONLY
Docket No.: TG-130082
Agenda Date: April 25, 2013
Effective Date: May 1, 2013

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Item 70 – Return Trips

When a company is required to make a return trip, that does not require the special dispatch of a truck, to pick up material that was unavailable for collection for reasons under the control of the customer, the following additional charges, per pickup, will apply.

Can, unit, mini-can, or micro-mini can	$ 8.40 (A)
Cart	$ 8.40 (A)
Litter Receptacle	$ 8.40 (A)
Drop Box	$ 34.20(A)
Container	$ 13.40 (A)

NOTE: Return trips requiring the special dispatch of a truck are considered special pickups and are charged for under the provisions of Item 160 (Time Rates).

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Item 75 – Flat Monthly Charges

This rule applies in connection with Items 80, 90, 120, 130, 240, 245, 250, 255, 260, 265, 270, and 275.

A flat monthly charge may be assessed if computed as follows:

(a) If weekly service is provided: Multiply the rate times 4.33 and then multiply that figure times the number of units picked up.

(b) If every other week service is provided: Multiply the rate times 2.17 and then multiply that figure times the number of units picked up.

(c) For Items 240, 250, 260, and 270: For permanent, regularly scheduled pickups, a flat monthly charge may be assessed if computed as follows:

a. For **weekly service**, each container provided:

i. If monthly rent is shown: monthly rent plus (4.33 times pickup rate times number of pickups per week)

ii. If monthly rent is not shown: 1st pickup rate plus (3.33 times additional pickup rate) plus (4.33 times additional pickup rate times additional weekly pickups).

b. For **every-other week service**, each container provided:

i. If monthly rent is shown: monthly rent plus (2.17 times pickup rate times number of pickups per week)

ii. If monthly rent is not shown: 1st pickup rate plus (1.17 times additional pickup rate) plus (2.17 times additional pickup rate times additional weekly pickups).

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Item 80 – Carry-out Service, Drive-Ins

Companies will assess the following additional charges when customers request that company personnel provide carry-out service of cans/units not placed at the curb, the alley, or other point where the company's vehicle can be driven to within five feet of the cans/units using improved access roads commonly available for public use. Driveways are not considered improved access roads commonly available for public use.

Charge for Carry-outs	Rate	
	Residential Per Unit, Per Pickup	Commercial Per Unit, Per Pickup
Cans, units, mini-cans, or micro-mini cans that must be carried out over 5 feet, but not over 25 feet	$ 0.50	$ 0.50
For each additional 25 feet, or fraction of 25 feet, add	$ 0.30	$ 0.30

NOTE: The company may elect to drive in at the rates shown above, except the charge will be limited to one can, unit, mini-cans or micro-mini can. If cans, units, mini-cans, or micro-mini cans are carried over 125 feet, but are safely accessible to the company's vehicle, the drive-in charges shown below must be assessed instead.

Charge for Drive-ins (per pickup)	Rate	
	Residential Per Pickup	Commercial Per Pickup
Drive-ins on driveways of over 125 feet, but less than 250 feet	$ 1.70	$ 1.70
Drive-ins on driveways of over 250 feet, but less than 1/10 mile.	$ 2.20	$ 2.20
For each 1/10 mile over 1/10 mile.	$ 3.30	$ 3.30

Note: For the purpose of assessing drive-in fees, a driveway is defined as providing access to a single residence. If a driveway provides access to multiple residences or accounts, no drive-in fees will be assessed.

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Item 90 – Can Carriage – Special Services

	Rate	
	Residential Per Unit, Per Pickup	Commercial Per Unit, Per Pickup
Stairs or steps – for each step up or down	$ 0.07	$ 0.07
Overhead obstructions – for each overhead obstruction less than 8 feet from the ground	$ 0.23	$ 0.23
Sunken or elevated cans/units – for cans, units, mini-cans, or micro-mini cans fully or partially under ground or over 4 feet above ground, but not involving stairs or steps	$ 0.23	$ 0.23

RECEIVED JUNE 11, 2014 WA. UT. & TRANS. COMM. ORIGINAL TG-141269
SUB 6/23/14

Item 100 – Residential Service -- Monthly Rates (Continued on next page)

Rates in this item apply:

(1) To solid waste collection, curbside recycling and yardwaste collection services for residential property. This includes single family dwellings, duplexes, apartments, mobile homes, condominiums, etc., where service is billed directly to the occupant of each residential unit; and/or

(2) When required by a local government service level ordinance solid waste collection, curbside recycling, and yardwaste service must be provided for single-family dwellings, duplexes, mobile homes, condominiums and apartment buildings of less than 5 residential units, where service is billed to the property owner or manager.

Rates below apply in the following service area: The garbage service rates apply to the service territory on the attached map designated as Appendices B & C. Pursuant to the Spokane County "Recycling Service Level Ordinance" as adopted and codified as Chapter 8.58 of the Spokane County Code, the area described on the attached map designated as Appendix D, is required to receive recycling service.

Number of Units or Type of Container	Frequency of Service	Garbage Service Rate	Recycle Service Rate (Note 4)	96 Gallon Yardwaste Service Rate (Notes 4, 5)
1 Can	MG/EOWR	$6.75	$7.16	$10.71
Mini-Can(20 gallon)	WG/EOWR	$10.35	$7.16	$10.71
1 Can	WG/EOWR	$13.39	$7.16	$10.71
2 Cans	WG/EOWR	$20.78	$7.16	$10.71
3 Cans	WG/EOWR	$28.16	$7.16	$10.71
4 Cans	WG/EOWR	$35.54	$7.16	$10.71
5 Cans	WG/EOWR	$42.93	$7.16	$10.71
6 Cans	WG/EOWR	$50.31	$7.16	$10.71
1 20 gallon cart	WG/EOWR	$11.31	$7.16	$10.71
1 35 gallon cart	MG/EOWR	$7.89	$7.16	$10.71
1 35 gallon cart	WG/EOWR	$14.45	$7.16	$10.71
1 64 gallon cart	WG/EOWR	$21.79	$7.16	$10.71
1 96 gallon cart	WG/EOWR	$29.14	$7.16	$10.71

Frequency of Service Codes: WG=Weekly Garbage; EOWG=Every Other Week Garbage; MG=Monthly Garbage; WR=Weekly Recycling; EOWR=Every Other Week Recycling; MR=Monthly Recycling
List others used:

Recycling rates shown above are subject to a recycling <credit>/debit of **<$2.38> (R)** per month.

Notes for this item are on page **23**.
Description/rules related to recycling program are shown on page **24**.
Description/rules related to yardwaste program are shown on page **24**

Recycling <credit>/debit adjustments above on this page expire: July 31, 2015 (C)

Issued by: Michael A. Weinstein, Senior Pricing Manager, Pacific Northwest Market Area

Issue date: June 11, 2014 Effective date: August 1, 2014

(For Official Use Only)

Docket No. TG- _____ Date: _____ By: _____

FOR OFFICIAL USE ONLY
Docket: TG-141269
Agenda Date: July 10, 2014
Effective Date: August 1, 2014

RECEIVED OCT. 29, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-132015
SUB 11/25/13

Item 100 – Residential Service -- Monthly Rates (continued on next page)

Rates in this item apply:

(1) To solid waste collection, curbside recycling (where noted) and yardwaste collection services (where noted) for residential property. This includes single family dwellings, duplexes, apartments, mobile homes, condominiums, etc., where service is billed directly to the occupant of each residential unit; and/or

(2) When required by a local government service level ordinance solid waste collection, curbside recycling, and yardwaste service must be provided for single-family dwellings, duplexes, mobile homes, condominiums and apartment buildings of less than 5 residential units, where service is billed to the property owner or manager.

Rates below apply in the following service area: Rural Spokane County as described on the attached map designated as Appendix B & C.

Number of Units or Type of Container	Frequency of Service	Garbage Service Rate
1 Can	MG	$6.75 (A)
Mini-Can	WG	$10.35 (A)
1 Can	WG	$13.39(A)
2 Cans	WG	$20.78 (A)
3 Cans	WG	$28.16 (A)
4 Cans	WG	$35.54 (A)
5 Cans	WG	$42.93 (A)
6 Cans	WG	$50.31 (A)
1 20 gallon cart	WG	$11.31 (A)
1 35 gallon cart	MG	$7.89 (A)
1 35 gallon cart	WG	$14.45 (A)
1 64 gallon cart	WG	$21.79 (A)
1 96 gallon cart	WG	$29.14 (A)

Frequency of Service Codes: WG=Weekly Garbage; EOWG=Every Other Week Garbage; MG=Monthly Garbage; WR=Weekly Recycling; EOWR=Every Other Week Recycling; MR=Monthly Recycling
List others used:

Notes for this item are on page 23.

Description/rules related to recycling program are shown on page n/a.

Description/rules related to yardwaste program are shown on page n/a.

FOR OFFICIAL USE ONLY
Docket: TG-132015
Granting Tariff Revisions per Order 01 in Docket TG-132015
Effective Date: January 1, 2014
Effective Date: January 1, 2014

(For Official Use Only)
Docket No. TG- _____ Date: _____ By: _____

RECEIVED OCT. 29, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-132015
SUB 11/25/13

Item 100 – Residential Service – Monthly Rates (continued)

Note 1: Customers will be charged for service requested even if fewer units are picked up on a particular trip. No credit will be given for partially filled cans. No credit will be given if customer fails to set receptacles out for collection.

Note 2: For service more frequently than weekly, multiply the above rates by the number of times per week service is required.

Note 3: A re-delivery fee of **$17.00** will be assessed to cart customers whose service is discontinued for non-payment or cart customers who request re-delivery. See also Item 52.

Note 4: For those customers who do **not** receive garbage service, add **$0.90** to the rates on page s 21 and 23 for both recycling and yard waste services.

Note 6: Regularly scheduled yard waste customers who request an additional 96 gallon cart will be assessed a monthly fee of **$ 5.17 (A)** for each additional cart requested.

Note 7: The charge for an occasional extra receptacle as described below on a regular pickup is:

Type of Service	Type of receptacle	Rate per receptacle, per pickup
Garbage Collection	32-gallon can or unit	**$ 3.68 (A)**
Yard Waste Collection	32-gallon can or unit	**$ 2.93 (A)**

FOR OFFICIAL USE ONLY
Docket: TG-132015
Granting Tariff Revisions per Order 01 in Docket TG-132015
Effective Date: January 1, 2014

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Item 100 – Residential Service – Monthly Rates (continued)

The curbside collection of recyclable materials is provided to all customers in the following service area:

Pursuant to the Spokane County "Recycling Service Level Ordinance" as adopted and codified as Chapter 8.58 of the Spokane County Code, the areas contained in Appendix A and as described on the attached map designated as Appendix D, is required to receive recycling service.

The following is a description of the recycling program (type of containers, frequency, etc). The program is provided in accordance with the ordinances described above.

The curbside collection of recyclable materials is provided on an every other week basis to all customers in the above service area. Each customer is provided with one 96-gallon cart for the commingling of recyclable materials and directions and schedules specific to the recycling collection program. **(C)**

Special rules related to recycling programs:
Pick-up will be refused if cart and/or bin contain trash, yard debris, or other non-acceptable contaminants. Customers may obtain a current listing of acceptable recyclables and non-acceptable items upon request.

The following is a description of the Yard Waste program (type of containers, frequency, etc). The program is provided in accordance with the ordinances described above.

Yard waste service is a sign-up program that is provided on a weekly basis, except during the months of December, January and February when the service is provided on a monthly basis. Customers who sign up for this program will be provided with a 96-gallon cart. If additional 96-gallon carts are requested, an additional monthly fee will be charged for each cart requested (See Note 6 on page 23). Customers will be billed for service at the applicable rates year round.

Special rules related to Yard Waste program:
Yard waste cannot be in plastic bags. Pick-up will be refused if container contains any trash or other contaminants. Customers may obtain a current listing of acceptable yard debris upon request.

RECEIVED JUNE 11, 2014 WA. UT. & TRANS COMM. ORIGINAL TG-141269

Item 105 – Multi-family Residential Rates (company-owned garbage container) – per pick up

Rates in this item apply:

(1) "Multi-Family Structures" as defined in Spokane County Resolution No. 920605 as follows: "Any structure housing five or more units or any premises used for residential purposes not included elsewhere."

(2) The rates and charges contained in this item are to be added to those rates charged in Item Nos. 240, 245, 255, 260 and 275 of this tariff.

Rates below apply in the following service area: Pursuant to the Spokane County "Recycling Service Level Ordinance" as adopted and codified as Chapter 8.58 of the Spokane County Code, the area contained in Appendix A and as described on the attached map designated as Appendix D, is required to receive recycling service.

	Size or Type of Container									
Service Type	Can	64 Gal Cart	96 Gal Cart	1 Yard	1.5 Yard	2 Yard	3 Yard	4 Yard	6 Yard	8 Yard
Permanent Service: Monthly Rent, if applicable										
First Pickup	$ 0.18	$ 0.36	$ 0.52	$ 1.08	$ 1.80	$ 2.16	$ 3.24	$ 4.32	$ 6.48	$ 8.64
Each Additional Pickup	$ 0.18	$ 0.36	$ 0.52	$ 1.08	$ 1.80	$ 2.16	$ 3.24	$ 4.32	$ 6.48	$ 8.64
Special Pickups	$ 0.18	$ 0.36	$ 0.52	$ 1.08	$ 1.80	$ 2.16	$ 3.24	$ 4.32	$ 6.48	$ 8.64
Termporary Service: Initial Delivery Charge										
Pickup Charge	$ 0.18	$ 0.36	$ 0.52	$ 1.08	$ 1.80	$ 2.16	$ 3.24	$ 4.32	$ 6.48	$ 8.64
Net Commodity Price Adjustment per Pickup	See Note 3	See Note 3	See Note 3	See Note 3	See Note 3	See Note 3	See Note 3	See Note 3	See Note 3	See Note 3

Note 1: Permanent Service: Service is defined as no less than scheduled, every other week pickup, unless local government requires more frequent service or unless putrescibles are involved. Customer will be charged for service requested, even if fewer containers are serviced on a particular trip. No credit will be given for partially filled containers.

Note 2: Permanent Service: If rent is shown, the rate for the first pickup and each additional pickup must be the same. If rent is not shown, it is to be included in the rate for the first pickup.

Note 3: Net Commodity Price Adjustment per Pickup will be a credit of **<$0.26> (A)** per yard. Customers whose service is less than one yard will receive a credit on a pro rata portion of a yard. . Customers who have garbage collection services reflected in Items 255 and 275 will receive a credit of **<$0.78> (A)** per yard per pickup.

Note 4: Customers who have garbage collection services reflected in Items 240, 245 and 260 will be charged for recycling services at the rate of **$1.08** per yard per pickup. Customers who have garbage collection services reflected in Items 255 and 275 will be charged for recycling services at the rate of **$3.24** per yard per pickup.

Description/rules related to recycling program are shown on page **26**.

Recycling <credit>/debit adjustments above on this page expire: July 31, 2015 (C)

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Item 105 – Multi-family Residential Service (continued)

The curbside collection of recyclable materials is provided to all customers in the following service area:

Pursuant to the Spokane County "Recycling Service Level Ordinance" as adopted and codified as Chapter 8.58 of the Spokane County Code, the areas contained in Appendix A and as described on the attached map designated as Appendix D, is required to receive recycling service.

The following is a description of the recycling program (type of containers, frequency, etc). The program is provided in accordance with the ordinances described above.

The collection of recyclable materials is provided on a weekly basis to all multi-family customers who sign up for the service. Customers who sign up for the program will subscribe for the number of 35 gallon carts desired and strategically placed within their complex. The customer is requested to place newspaper, mixed waste paper, and bottles and cans separately into each designated cart provided.

Special rules related to recycling program:

Pick-up will be refused if recycling containers contains trash, yard debris, or other non-acceptable contaminants. Customers may obtain a current listing of acceptable recyclables and non-acceptable items upon request.

Special rules related to recycling program:

Pick-up will be refused if recycling containers contains trash, yard debris, or other non-acceptable contaminants. Customers may obtain a current listing of acceptable recyclables and non-acceptable items upon request.

RECEIVED OCT. 29, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-132015
SUB 11/25/13

Item 120 – Drums

Type of Service	Rate Per Drum, Per Pickup
Regular Route Service	$
Special Pickup	$

Item 130 – Litter Receptacles and Litter Toters

Customer-owned Receptacle	Rate Per Receptacle, Per Pickup
Size or Type:	
Size or Type:	
Company-owned Receptacle	
Size or Type: 64 Gal Toter	
Size or Type: 96 Gal Toter	

Item 150 – Loose and Bulky Material

Special trips: Time rates in Item 160 apply.

Regular Route:

	1 to 4 cubic yards Rate per Yard	Additional cubic yards Rate per Yard	Minimum Charge Per Pickup	Carry Charge Per each 5 feet over 8 feet
Bulky materials	$ 15.22 (A)	$ 15.22 (A)	$ 15.22 (A)	$ 6.92
Loose material (Customer load)	$	$	$	$
Loose material (Company load)	$ 18.57 (A)	$ 18.57 (A)	$ 18.57 (A)	$ 9.74

FOR OFFICIAL USE ONLY
Docket: TG-132015
Granting Tariff Revisions per Order 01 in Docket TG-132015
Effective Date: January 1, 2014

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Item 160 – Time Rates

When time rates apply. Time rates named in this Item apply:

(a) When material must be taken to a special site for disposal;

(b) When a company's equipment must wait at, or return to, a customer's site to provide scheduled service due to no disability, fault, or negligence on the part of the company. Actual waiting time or time taken in returning to the site will be charged for; or

(c) When a customer orders a single, special, or emergency pickup, or when other items in this tariff refer to this Item.

How rates are recorded and charged. Time must be recorded and charged for to the nearest increment of 15 minutes. Time rates apply for the period from the time the company's vehicle leaves the company's terminal until it returns to the terminal, excluding interruptions. An interruption is a situation causing stoppage of service that is in the control of the company and not in the control of the customer. Examples include: coffee breaks, lunch breaks, breakdown of equipment, and similar occurrences.

Disposal fees in addition to time rates.. Item 230 disposal fees for the specific disposal site or facility used will apply in addition to time rates.

Rates per hour:

	Rate Per Hour		
Type of equipment ordered	Truck and driver	Each Extra Person	Minimum Charge
Single rear drive axle:			
Non-packer truck	$ 68.40 (A)	$ 27.30 (A)	$ 68.40 (A)
Packer truck	$ 68.40 (A)	$ 27.30 (A)	$ 68.40 (A)
Drop-box truck	$ 68.40 (A)	$ 27.30 (A)	$ 68.40 (A)
Tandem rear drive axle:			
Non-packer truck	$ 68.40 (A)	$ 27.30 (A)	$ 68.40 (A)
Packer truck	$ 68.40 (A)	$ 27.30 (A)	$ 68.40 (A)
Drop-box truck	$ 68.40 (A)	$ 27.30 (A)	$ 68.40 (A)

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Item 200 -- Containers and/or Drop Boxes – General Rules

Availability. A company must maintain a supply of all sizes of containers and drop boxes for which rates are listed in this tariff. If a customer requests a container or drop box of a size listed in the company's tariff, and the company is unable to provide the requested size within 7 days of the customer request, the customer must be notified in writing or by telephone.

Alternate-sized containers and/or drop boxes. If the company cannot provide the requested-sized container or drop box (and that size is listed in the company's tariff), the company must provide alternate-sized containers or drop boxes, sufficient to meet the capacity originally requested by the customer, at the same rates as would have applied for the requested container or drop box.

Disposal fees due on alternate-sized drop boxes. If the company provides alternate-sized drop boxes, the customer is responsible for all lawfully applicable disposal fees resulting from the use of the alternate drop boxes.

Rates on partially-filled containers and/or drop boxes. Full pickup and rental rates apply regardless of the amount of waste material in the container or drop box at pickup time.

Rates for compacted materials. Rates for compacted material apply only when the material has been compacted before its pickup by the company.

Rates for loose material. Loose material dumped into the company's packer truck is subject to the rates for non-compacted material even though the material may be compacted later in the packer truck.

Permanent and temporary service. The following rules apply:

(a) If a customer requests a container or drop box for less than 90 days, the customer will be billed at temporary service rates.

(b) If a temporary service customer notifies the company that it has decided to retain the container or drop box for more than 90 days, permanent service rates will be assessed from the 91st day until the end of the period the customer retains the container or drop box.

(c) If a customer requests a container or drop box for more than 90 days, the customer will be billed under permanent rates. If that customer cancels service before the end of the 90-day period, the company may not rebill the customer at temporary service rates. The intent of the customer at the time service was requested applies.

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Item 205 – Roll-Out Charges – Containers, automated carts, and toters

Charges for containers. The company will assess roll-out charges where, due to circumstances outside the control of the driver, the driver is required to move a container more than five feet, but less than 25 feet, in order to reach the truck. The charge for this roll-out service is:

$ 2.30 per container, automated cart or toter, per pickup

Over 25 feet, the charge will be the charge for 25 feet, plus **$ 0.55** per increment of 5 feet.

Item 207 – Excess Weight – Rejection of Load, Charges to Transport

The company reserves the right to reject pickup of any container, stationary packer, or drop box which, upon reasonable inspection:

(a) Appears to be overloaded;
(b) Would cause applicable vehicle load limitations to be exceeded;
(c) Would cause the company to violate load limitations or safe vehicle operation; and/or
(d) Would negatively impact or otherwise damage road surface integrity.

For the purposes of this tariff, the following maximum weights apply:

Type/Size of Container, Drop Box, Toter, or Cart	Maximum Weight Allowance (in pounds)
Carts-All Sizes	200 lbs.
1 to 6 yd.	1,200 lbs.
Drop Boxes – All Sizes	20,000 lbs.

Type/Size of Container, Drop Box, Toter, or Cart	Maximum Weight Allowance (in pounds)

Overfilled or overweight, charges if transported. If the container, drop box, toter, or cart exceeds the limits stated above, is filled beyond the marked fill line, or the top is unable to be closed, but the company transports the materials, the following additional charges will apply:

Type/Size of Container, Drop Box, Toter, or Cart	Charge
1 yard	$ 82.50 per pickup
2 yards	$ 110.00 per pickup
3-8 yards	$ 220.00 per pickup

Type/Size of Container, Drop Box, Toter, or Cart	Charge
3 yard compactor	$ 165.00 per pickup
4 yard compactor	$ 220.00 per pickup

Issued by: Michael A. Weinstein, Senior Pricing Manager, Pacific Northwest Market Area

Issue date: January 18, 2013 Effective date: March 5, 2013

(For Official Use Only)

Docket No. TG- _____ Date: _____ By: _____

FOR OFFICIAL USE ONLY
Docket No.: TG-130082
Agenda Date: April 25, 2013
Effective Date: May 1, 2013

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Item 210 – Washing and Sanitizing Containers and/or Drop Boxes

Upon customer request, the company will provide washing, steam cleaning and sanitizing service at the following rates:

Size or Type of Container or Drop Box	Rate	Minimum Charge
All Sizes –Steam Cleaning	**$ 6.05 per yard**	**$ 12.10**
All Sizes –Sanitizing	**$ 3.40 per yard**	**$ 6.80**

Item 220 – Compactor Rental

Customers must pay the following additional charges for compactors furnished by the company. Charges named are for compactors only and do not include drop box or container charges. See items 250 and 270 for container charges.

Customers must pay the costs of installation.

Rated cubic yard Capacity of charge box	Monthly rental charge:
1 cubic yard	$
2 cubic yards	$
3 cubic yards	$
4 cubic yards	$

RECEIVED OCT. 29, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-132015

Item 230 – Disposal Fees

Charges in this item apply when other items in the tariff specifically refer to this item.

Disposal site (name or location)	Type of Material	Fees for disposal
Spokane Transfer Station	MSW	**$ 104.59** (A) per ton
Spokane Waste-to-Energy	MSW	**$ 99.50** (A) per ton
Sunshine Recyclers	MSW	**$ 104.59** (A) per ton
Graham Road Landfill	CDL Waste	**$ 38.40** per ton
	Industrial Processing Waste	**$ 29.41** per ton
	Foundry Casting Slag	**$20.89** per ton
	Special Waste (permit required) – (e.g. railroad ties, Petroleum and metal contaminated soils, off spec. products and Street sweeping)	**$34.90** per ton
	Asbestos (Friable or Non-Friable	**$175.00** per ton

State whether fees are per yard, per ton, etc. Include charges assessed for special commodities (tires, appliances, asbestos, etc.) or special conditions at each specific disposal site. Attach additional sheets as necessary.

FOR OFFICIAL USE ONLY
Docket: TG-132015
Granting Tariff Revisions per Order 01 in Docket TG-132015
Effective Date: January 1, 2014

(For Official Use Only)
Docket No. TG- _____ Date: _____ By: _____

RECEIVED OCT. 29, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-132015
SUB 11/25/13

Item 240 – Container Service – Dumped in Company's Vehicle
Non-Compacted Material (Company-owned container)
Rates stated per container, per pickup

Rates in this item apply:
(1) In the following service area: The service area as described in Appendix A.

	Size or Type of Container									
Service Type	35 Gal Cart	64 Gal Cart	96 Gal Cart	1 Yard	1.5 Yard	2 Yard	3 Yard	4 Yard	6 Yard	8 Yard
Permanent Service: Monthly Rent, if applicable	$1.00	$1.25	$1.50	$6.60	$7.00	$8.00	$9.20	$10.40	$13.70	$17.00
Pick Up Charge	$3.68(A)	$6.57 (A)	$9.48(A)	$15.25(A)	$21.87(A)	$27.33 (A)	$37.79 (A)	$46.05 (A)	$62.63 (A)	$75.44 (A)
Special Pickup Charge	$6.68(A)	$9.57 (A)	$12.48(A)	$18.25(A)	$24.87 (A)	$30.33 (A)	$40.79 (A)	$49.05 (A)	$65.63 (A)	$78.44 (A)
Temporary Service: Initial Delivery Charge				$44.20	$44.20	$44.20	$44.20	$44.20	$44.20	$44.20
Pick Up Charge				$28.25 (A)	$34.87(A)	$40.33 (A)	$50.79 (A)	$59.05 (A)	$75.63 (A)	$88.44 (A)
Rent Per Day				$1.10	$1.20	$1.30	$1.70	$2.10	$2.30	$2.80

Note 1: Permanent Service: Service is defined as no less than scheduled, every other week pickup, unless local government requires more frequent service or unless putrescibles are involved. Customer will be charged for service requested, even if fewer containers are serviced on a particular trip. No credit will be given for partially filled containers.

Note 2: Permanent Service: If rent is shown, the rate for the first pickup and each additional pickup must be the same. If rent is not shown, it is to be included in the rate for the first pickup.

Accessorial charges assessed (lids, tarping, unlocking, unlatching, etc.):

Note 3: A gate or obstruction charge of **$11.70** will be assessed for opening, unlocking or closing gates, or moving obstructions in order to pick up solid waste.

Note 4: In addition to all other applicable charges, a charge of **$15.22 (A)** per yard (assessed on a pro rata basis) will be assessed if containers are filled past their visible full limit, container lids will not close due to overfilling, or if additional materials are placed on or near the containers.

FOR OFFICIAL USE ONLY
Docket: TG-132015
Granting Tariff Revisions per Order 01 in Docket TG-132015
Effective Date: January 1, 2014
Effective Date: November 1, 2013
Effective Date: January 1, 2014

RECEIVED OCT. 29, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-132015
SUB 11/25/13

Item 245 – Container Service – Dumped in Company's Vehicle
Non-Compacted Material (Customer-owned container)
Includes Commercial Can Service
Rates stated per container, per pickup unless otherwise noted

Rates in this item apply:
(1) In the following service area: The service area as described in Appendix A.

Permanent Service	32-gallon can or unit
Each Scheduled Pickup	**$ 3.49 (A)**
Minimum Charge per month	**$20.94 (A)**
Temporary Service	
Pickup Rate	**$ 3.49 (A)**

Note 1: Permanent Service: Service is defined as no less than scheduled, every other week pickup, unless local government requires more frequent service or unless putrescibles are involved. Customer will be charged for service requested, even if fewer containers are serviced on a particular trip. No credit will be given for partially filled containers.

FOR OFFICIAL USE ONLY
Docket: TG-132015
Granting Tariff Revisions per Order 01 in Docket TG-132015
Effective Date: January 1, 2014

RECEIVED OCT. 29, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-132015
SUB 11/25/13

Item 255 – Container Service – Dumped in Company's Vehicle
Compacted Material (Customer-owned container)
Rates stated per container, per pick up

Rates in this item apply:
(1) In the following service area: The service area as described in Appendix A.

Permanent Service	Size of Container				
	2 Yard	3 Yard	4 Yard	5 Yard	6 Yard
Each Scheduled Pickup	**$78.80(A)**	**$113.97(A)**	**$147.41(A)**	**$178.56(A)**	**$214.31 (A)**
Special Pickups	**$81.80(A)**	**$116.97(A)**	**$150.41(A)**	**$181.56(A)**	**$217.31 (A)**

Note 1: Permanent Service: Service is defined as no less than scheduled, every other week pickup, unless local government requires more frequent service or unless putrescibles are involved. Customer will be charged for service requested, even if fewer containers are serviced on a particular trip. No credit will be given for partially filled containers.

Accessorial charges assessed (lids, tarping, unlocking, unlatching, etc.):

Note 2: A gate or obstruction charge of **$11.70** will be assessed for opening, unlocking or closing gates, or moving obstructions in order to pick up solid waste.

Note 3: A fee of **$25.00** per pick up will be assessed when containers with attached compactors require disconnecting or reconnecting.

FOR OFFICIAL USE ONLY
Docket: TG-132015
Granting Tariff Revisions per Order 01 in Docket TG-132015
Effective Date: January 1, 2014

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Item 260 – Drop Box Service – To Disposal Site and Return

Non-Compacted Material (Company-owned drop box)

Rates stated per drop box, per pick up

Rates in this item apply:

(1) In the following service area: The service area as described in Appendix A.

	Size or Type of Container			
	10 Yard	20 Yard	30 Yard	40 Yard
Permanent Service:				
Monthly Rent, if applicable	$33.90	$55.00	$60.80	$74.00
First Pickup	$65.00	$65.00	$65.00	$75.00
Each Additional Pickup	$65.00	$65.00	$65.00	$75.00
Special Pickups	$68.10	$68.10	$68.10	$68.10
Temporary Service:				
Initial Delivery	$40.00	$40.00	$40.00	$40.00
Pickup Rate	$85.00	$85.00	$95.08	$95.08
Rent Per Calendar Day	$2.30	$4.00	$4.50	$5.00

Note 1: Rates in this item are subject to disposal fees named in Item 230.

Note 2: Rates named in this item apply for all hauls not exceeding 5 miles measured from the point of pickup to the disposal site. Excess miles shall be charged for at **$ 4.00** per mile or fraction of a mile. Mileage charge is in addition to all regular charges.

Note 3: Permanent Service:

(a) Service is defined as no less than scheduled, once a month pickup, unless local government requires more frequent service or unless putrescibles are involved.

(b) If a drop box is retained by a customer for a full month and no pickups are ordered, the monthly rent shall be charged, but no charges will be assessed for pickups. Monthly rental charges will be prorated when a drop box is retained for only a portion of a month.

(c) If rent is shown, the rate for the first pickup and each additional pickup must be the same. If rent is not shown, it is to be included in the rate for the first pickup.

Accessorial charges assessed (lids, tarping, unlocking, unlatching, etc.):

Note 4: A gate or obstruction charge of **$11.70** will be assessed for opening, unlocking or closing gates, or moving obstructions in order to pick up solid waste.

Note 5: A fee of **$21.00** per month will be added to rent when lid is required on containers over 15 yards.

Note 6: A fee of **$14.40** will be assessed when customer requires solid waste collection company to position lids open after returning empty container to customer site.

Issued by: Michael A. Weinstein, Senior Pricing Manager, Pacific Northwest Market Area

Issue date: January 18, 2013 Effective date: March 5, 2013

(For Official Use Only)

Docket No. TG- _____ Date: _____ By: _____

FOR OFFICIAL USE ONLY
Docket No.: TG-130082
Agenda Date: April 25, 2013
Effective Date: May 1, 2013

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Item 275 – Drop Box Service – To Disposal Site and Return
Compacted Material (Customer-owned drop box)
Rates stated per drop box, per pick up

Rates in this item apply:
(1) In the following service area: The service area as described in Appendix A.

	Size or Type of Container					
	10 Yard	15 Yard	20 Yard	25 Yard	30 Yard	40 Yard
Permanent Service: Each Scheduled Pickup	**$92.10**	**$92.10**	**$112.00**	**$112.00**	**$112.00**	**$135.05**
Special Pickups	**$92.10**	**$92.10**	**$112.00**	**$112.00**	**$112.00**	**$135.05**
Temporary Service:						
Pickup Rate	$	$	$	$	$	$

Note 1: Rates in this item are subject to disposal fees named in Item 230.

Note 2: Rates named in this item apply for all hauls not exceeding 5 miles measured from the point of pickup to the disposal site. Excess miles shall be charged for at **$ 4.00** per mile or fraction of a mile. Mileage charge is in addition to all regular charges.

Note 3: Permanent Service is defined as no less than scheduled, once a month pickup, unless local government requires more frequent service or unless putrescibles are involved.

Accessorial charges assessed (lids, tarping, unlocking, unlatching, etc.):

Note 4. A fee of **$25.00** per month will be assessed when containers with attached compactors require disconnecting, reconnecting or turning around.

Note 5: A gate or obstruction charge of **$11.70** will be assessed for opening, unlocking or closing gates, or moving obstructions in order to pick up solid waste.

Issued by: Michael A. Weinstein, Senior Pricing Manager, Pacific Northwest Market Area

Issue date: January 18, 2013 Effective date: March 5, 2013

(For Official Use Only)

Docket No. TG- _____ Date: _____ By: _____

FOR OFFICIAL USE ONLY
Docket No.: TG-130082
Agenda Date: April 25, 2013
Effective Date: May 1, 2013

RECEIVED JAN. 18, 2013 WA. UT. & TRANS. COMM. ORIGINAL TG-130082

Item 300 – List of Abbreviations and Symbols Used in This Tariff

(A) Denotes increases.

(R) Denotes decreases.

(C) Denotes changes in wording, resulting in neither increases nor decreases.

(N) Denotes new rates, services, or rules

*** Denotes that material previously shown has been deleted.

Yd. or yd. are abbreviations for yard

Cu. or cu. are abbreviations for cubic.