



## City of Cashmere

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### CASHMERE CITY COUNCIL MEETING MONDAY, MAY 23, 2016 6:00 P.M., CITY HALL

#### **AGENDA**

##### CALL TO ORDER

##### FLAG SALUTE

##### EXCUSED ABSENCE

##### ANNOUNCEMENTS & INFORMATION

##### PUBLIC COMMENT PERIOD (For Items Not on the Agenda)

##### APPROVAL OF AGENDA

##### CONSENT AGENDA

1. Minutes of May 9, 2016 Regular Council Meeting
2. Payroll and Claims Packet Dated May 23, 2016

##### BUSINESS ITEMS

1. Contract with Waste Management for Solid Waste Collection Services

##### PROGRESS REPORTS

##### ADJOURNMENT

TO ADDRESS THE COUNCIL, PLEASE BE RECOGNIZED BY THE MAYOR AND STATE YOUR NAME WHEN YOU BEGIN YOUR COMMENTS  
**Americans with Disabilities Act (ADA) accommodations provided upon request (48-hour notice required)**

MINUTES OF THE CASHMERE CITY COUNCIL MEETING  
MONDAY, MAY 9, 2016 AT CASHMERE CITY HALL

OPENING

Mayor Gomes opened the regular city council meeting at 6:00 p.m. at City Hall. Clerk-Treasurer Kay Jones took minutes.

ATTENDANCE

	<u>Present</u>	<u>Not Present</u>
Mayor:	Jeff Gomes Skip Moore Jim Fletcher Dave Erickson Kameon Smith Derrick Pratt	
Staff:	Kay Jones, Clerk-Treasurer Mark Botello, Dir. of Planning/Building	Chuck Zimmerman, City Attorney

FLAG SALUTE

PUBLIC COMMENT PERIOD

No comments from the public.

ANNOUNCEMENTS & INFORMATION

Councilor Erickson reported that he spoke with SCJ Alliance and they will be starting the Natural Interpretive Trail on the Port property.

Mayor Gomes informed the council that last Wednesday he spent all day at a WCIA training and board meeting.

APPROVAL OF AGENDA

Mayor Gomes announced that Sheriff Burnett would not be attending tonight's meeting and has rescheduled for June.

MOVED by Councilor Erickson and seconded by Councilor Moore to approve the agenda as amended. Motion carried

CONSENT AGENDA

Minutes of April 25, 2016 Regular Council Meeting

Payroll and Claims Packet Dated May 9, 2016

Claim Check Nos. #36765 through #36808 totaling \$112,244.87

Payroll Check #36766 through #36808 totaling \$103,950.47

MOVED by Councilor Moore and seconded by Councilor Fletcher to approve the consent agenda. Motion carried with Councilor Erickson abstaining due to his absence at the April 25<sup>th</sup> meeting.

RESOLUTION NO. 1-2016 ESTABLISHING THE DAYS THE CASHMERE POOL WILL BE OPEN EACH SEASON

MOVED by Councilor Fletcher and seconded by Councilor Moore to adopt Resolution No. 1-2016 establishing the days the Cashmere Pool will be open each season. Motion carried.

ORDINANCE NO. 1248 REPEALING CHAPTERS 3.44 AND 3.48 OF THE CASHMERE MUNICIPAL CODE

MOVED by Councilor Erickson and seconded by Councilor Smith to adopt Ordinance No. 1248 repealing Chapters 3.44 and 3.48 of the Cashmere Municipal Code. Motion carried.

REVIEW THE ENGINEERING OPTIONS FOR ANGIER BRIDGE

RH2 Engineer Erik Howe reviewed the 5 options for the Angier Street Bridge.

- Option #1 Remove and replace with pedestrian bridge - \$600k
- Option #2 Remove bridge with no replacement - \$350k
- Option #3 Retrofit for pedestrian use - \$450K
- Option #4 Remove and replace with pedestrian/vehicle bridge - \$1,350k
- Option #5 Retrofit for pedestrian and limited vehicle use - \$650k

In 2014 the bridge was rated a 24 out of 100. According to Bridge Replacement Advisory Committee (BRAC) any bridge rated less than 30 requires reconstruction. The Angier Street Bridge is not federally classified, which makes it difficult to apply for grants. The City would have to meet WSDOT requirements before reopening the bridge to vehicles.

The public present spoke in favor of keeping the bridge closed to vehicles. Reopening the bridge would help a neighborhood traffic problem, but it would not solve the community traffic problem. Division & Sunset is a bottleneck. The City needs to look at the greater transportation pattern and how to address the school traffic.

Consensus of the council was to leave the Angier Bridge as is for now and look at the greater transportation pattern in Cashmere.

PROGRESS REPORTS

Director Botello reported that bids are due on the 18<sup>th</sup> for paving the last street in the Cemetery. Also, School Lane has been sent out for bids.

The Riverside Center painting project looks good and will be done next week and the drying pad at the wastewater treatment plant will be paved this week.

The striping of Aplets Way will be completed today, which completes the project.

PUBLIC COMMENT

Dave Hobbs resides on Washington Street. He addressed the council regarding the graffiti in the parks, lack of participation in Arbor Day and the need for better opportunity for citizens input.

ADJOURNMENT

Mayor Gomes adjourned the meeting at 7:26 p.m.

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Jeff Gomes, Mayor

Attest:

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Kay Jones, Clerk-Treasurer

# Staff Summary

**Date:** May 23, 2016

**To:** Cashmere City Council  
Mayor Gomes

**From:** Mark Botello

**RE:** Contract with Waste Management for Solid Waste Collection  
Services

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Please see attached contract for solid waste collection services between the City of Cashmere and Waste Management.

Staff will go over this in detail at the Monday Council meeting.

**Recommendation:**

Staff recommends approval and selection of Waste Management for solid waste collection services and Authorize Mayor Gomes to sign the contract.

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**CITY OF CASHMERE  
CONTRACT FOR SOLID WASTE COLLECTION SERVICES  
EFFECTIVE OCTOBER 1, 2016**

THIS CONTRACT FOR SOLID WASTE COLLECTION SERVICES ("Contract") is made by and between the City of Cashmere, a Washington municipal corporation ("CITY"), and Waste Management of Washington, Inc., a Delaware corporation ("CONTRACTOR"). Collectively, the CITY and CONTRACTOR may be referred to herein as "Parties," or individually as a "Party."

**1. RECITALS**

1.1 WHEREAS, the CITY has historically provided solid waste collection and recycling services to citizens of the CITY using CITY owned and operated equipment and personnel; and

1.2 WHEREAS, the CITY now desires to contract with a qualified solid waste contractor to provide a comprehensive solid waste and recycling program for citizens located in the CITY; and

1.3 WHEREAS, the CONTRACTOR operates a garbage, refuse, and recycling collection business with an office in Wenatchee, Washington; and

1.4 WHEREAS, it has been determined by the CITY that it will be in the best interests of the CITY to negotiate an exclusive Contract with CONTRACTOR for the collection of garbage and recycling in and throughout the CITY; and

1.5 WHEREAS, the CITY, and CONTRACTOR have negotiated mutually agreeable terms for such Contract as set forth herein;

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

**2. AGREEMENT**

2.1 Recitals. The recitals set forth above herein are made a part of this Contract as though set forth in full.

2.2 Term. The Contract shall commence October 1, 2016 and end on September 30, 2026. The term of this Contract shall be for a period of ten (10) years, with any extensions upon mutual written agreement of the Parties. During the said term, CONTRACTOR agrees to collect and remove all residential and commercial garbage and all residential recycling within CITY limits in accordance with this Contract, and CONTRACTOR shall make a complete and thorough collection and disposal or processing thereof. All of the non-commercial residential garbage customers will be serviced one time per week and collection routes will occur on two days of the week. Those two days shall be established by the Parties and may be changed from time to time. The CITY Mayor shall have the authority to agree to establish and to change these two days on behalf of the CITY.

2.3 Curbside Recycling. Residential curb-side recycling is included as part of CONTRACTOR'S garbage collection service, offered by CONTRACTOR to customers at the commencement of this Contract at the rates set forth in Exhibit A. Although participation in the recycling program is optional, there shall be no rate reduction for non-participation. The residential recycling program will include one 96 gallon cart. The curbside recycling cart shall have wheels and shall be a different color than the solid waste container. CONTRACTOR shall collect residential curb-side recycling at least two times each month on the same day that solid waste collection occurs for each residential customer. The items to be recycled are identified in Exhibit B.

2.4 Promotion, Education and Outreach Programs. The CONTRACTOR shall keep the CITY's general public and CONTRACTOR's Customers informed of any waste disposal and recycling programs available and shall encourage participation in such programs through a "Service Update" which shall be mailed to all Residential Customers annually during the term of this Contract at no cost to the CITY. The Service Update will include a statement of available Services and corresponding rules and policies. Every new Residential Customer shall receive a "Welcome Packet" by mail which sets forth available Services, Rates for Services and corresponding rules and policies. Additionally, the CONTRACTOR's Representative(s) will be available to make presentations to Residential Customers and Commercial Customers to promote Recycling services at schools and businesses.

2.5 Yard Debris Collection. CONTRACTOR may provide subscription based residential yard debris collection service at rates to be established by the CONTRACTOR. The CITY may continue to provide yard debris collection services and operate a yard debris disposal area as it currently does.

2.6 Consideration to be Paid. For the full and faithful performance of the services required to be performed by the CONTRACTOR pursuant to this Contract, CONTRACTOR shall be compensated in accordance with the schedule of rates and charges attached hereto as Exhibit A, or as amended during the term of this Contract, or any extension thereof. To the extent that there are other services not initially contemplated on Exhibit A, the WUTC Waste

Management of Wenatchee Certificate G-37 Tariff 13, or subsequent Tariff, shall apply if services are not reflected on the rate sheet. Payment shall be made to CONTRACTOR by each residential and commercial (including industrial and institutional) customer according to CONTRACTOR's billing procedures. CONTRACTOR shall be required to perform all billing and collection activities under this Contract with no recourse against the CITY for nonpayment by commercial and residential customers. The CONTRACTOR acknowledges that qualified low income disabled and low income elderly residents shall be charged discounted residential rates which will be established by ordinance of the CITY. CITY shall determine qualification criteria and shall supply CONTRACTOR a list of qualified customers on a monthly basis or as otherwise requested by CONTRACTOR.

## 2.7 Rates.

2.7.1 Modifications in Rates. The rates and charges for solid waste collection, as set forth in Exhibit A, shall be effective October 1, 2016. Commencing October 1, 2017, and on each October 1 thereafter, rates shall be increased based upon the increase in the Consumer Price Index, Pacific Cities and U.S. City Average, Urban Wage Earners and Clerical Workers Index (CPI-W), as published by the Department of Labor Statistics, based upon the total Consumer Price Index change for all items as compared from the May to May statistics for the preceding twelve (12) months, subject to a minimum annual increase of 1% and a maximum annual increase of 4%. In the event an annual increase in the CPI exceeds 4% in any year, the CONTRACTOR and the CITY may negotiate an annual increase in excess of 4% at the request of CONTRACTOR. Any increase in excess of 4% of the CPI must be agreed to in writing by the CITY. In the event this CPI is no longer produced, then the next most geographically similar urban wage earners and clerical workers (CPI-W) index shall be used. The annual modification in rates shall only become effective following CONTRACTOR's timely compliance with the provision of notices to the public and to the customers as required by RCW 35A.21.152, as the same exists now or may hereafter be amended.

### 2.7.2 Other Rate Adjustments.

If Federal, State, or Local Laws, Rules, or Regulations require a change in operation at the Greater Wenatchee Regional Landfill and Recycling Station ("Landfill"), which results in an increase/decrease in the tipping fee being charged by the Landfill, then in such event, CONTRACTOR, shall be allowed to pass through the change in tipping fee to CITY customers upon thirty (30) days prior notice to CITY and after CONTRACTOR has provided the public and the customers the notices

required by RCW 35A.21.152, as the same exists now or may hereafter be amended.

If Federal, State, or Local Laws, Rules, or Regulations change such that the CONTRACTOR incurs significant increases in collection/disposal fees, and/or taxes, and/or recycling processing fees, then in such event, CONTRACTOR shall be allowed to request an adjustment to the rates, which shall be approved or rejected by the CITY Council within thirty (30) days of the CONTRACTOR's request. If approved by the CITY Council, the rate increase shall become effective sixty (60) days following CITY Council approval, provided that CONTRACTOR timely provides the public and the customers the notices required by RCW 35A.21.152, as the same exists now or may hereafter be amended.

In the event CONTRACTOR experiences significant rising prices in the cost of fuel in any one year, CONTRACTOR may request an additional adjustment or modification to the rates for services provided under this Contract. A request for adjustment or modification may be made at any time, however, it is preferred that any such request for adjustment or modification correspond with requests for adjustment or modification based upon changes in the CPI set forth above herein. Any such CONTRACTOR request shall be approved or rejected by the CITY Council within thirty (30) days of the CONTRACTOR's request. If approved by the CITY Council, the rate increase shall become effective sixty (60) days following CITY Council approval, provided that CONTRACTOR timely provides the public and the customers the notices required by RCW 35A.21.152, as the same exists now or may hereafter be amended.

In the event that unforeseen temporary market circumstances prevents or precludes compliance with the recycling components of this Contract, the CONTRACTOR may request a temporary adjustment or other relief from the requirements of this Paragraph. The CITY may request any and all documentation and data reasonably necessary to evaluate such request by CONTRACTOR, and may retain, at its own expense, an independent third party to audit and review such documentation and such request. If such third party is retained, the CITY shall take reasonable steps, consistent with state law, to protect the confidential or proprietary nature of any data or information supplied by CONTRACTOR.

If an unforeseen market circumstance relating to the recycling components of this Contract persists more than nine (9) months, the Parties agree to engage in good faith negotiations to determine a



mutually acceptable course of action, including but not limited to eliminating the material from the list of recyclables, changing Customer preparation requirements, modifying contractor rates, reducing the CITY Fee or any other mutually-agreeable solution.

2.7.3 Notice Requirements. CONTRACTOR agrees it shall provide all notices of rate increases required by RCW 35A.21.152, as the same exists now or may hereafter be amended, including any notices required to be provided by the CITY.

2.8 Utility Tax. Pursuant to Cashmere Municipal Code Section 5.10.030(c), CONTRACTOR shall pay to CITY the tax in an amount equal to ten percent (10) of the gross revenues received by CONTRACTOR on the sale and service of garbage and recycling services provided in the CITY. CONTRACTOR shall remit tax payments to the CITY on or before April 30 (first quarter), July 30 (second quarter), October 30 (third quarter), and January 30 (fourth quarter), the taxes collected in the preceding quarter, until all taxes due the CITY are paid. CITY shall provide CONTRACTOR with at least ninety (90) days prior notice of any increase or decrease in this CITY utility tax. CONTRACTOR rates include revenue to pay this tax to the CITY. If the CITY tax is increased during the term of this Contract, CONTRACTOR may increase its rates by the amount required to generate sufficient additional revenue to cover the CITY tax increase.

2.9 Mandatory Collection. Solid waste collection and removal services shall be mandatory for all premises within the CITY. Yard waste services, if provided, are not part of this mandatory collection requirement. Every person in control of any developed premises in the CITY shall contract with the CONTRACTOR for the removal and disposal of all solid waste, including all garbage, refuse, recycling and rubbish (but not including ashes), generated by or located at the premises. Except as specifically provided pursuant to any ordinances or resolutions of the CITY, no person or entity, other than the CONTRACTOR may engage in the business of solid waste collection within the CITY. The CONTRACTOR may bill to customers a late payment fee, interest, NSF check charges, as well as all costs associated with bad debt collection. Interest shall accrue on delinquent charges at the rate set forth by the CONTRACTOR until paid in full, but shall not exceed usury rates established in Chapter 19.52 RCW. If a customer becomes sixty (60) days delinquent on a CONTRACTOR invoice, CONTRACTOR may reduce their service to the minimum service level within their class of service. The CONTRACTOR may make arrangements for third party collection and/or assert any lawful lien against the customer's property for the debt. The CONTRACTOR may charge customers for the cost of reducing services as outlined in Exhibit "A".

2.10 Collection Schedules. CONTRACTOR shall use reasonable efforts at all times to keep all persons from whom it is collecting solid waste, garbage and refuse advised of the schedules for collection, both day and time of pickup, and shall further use reasonable efforts to maintain actual collection in accordance with written schedules.

2.11 Exclusive Hauler. Except as provided in this Contract with respect to WUTC certificate holder service areas in the CITY that are not served by CONTRACTOR, CONTRACTOR shall, for the term of this Contract and in consideration of the services being provided pursuant to this Contract, have the exclusive right to haul residential and commercial (including industrial and institutional) solid waste, garbage, and recyclable materials in the CITY. The CONTRACTOR is hereby authorized to strictly enforce this provision against any third party attempt to infringe on CONTRACTOR'S exclusive right.

2.12 Exclusive Area to be Served. The exclusive area to be served shall be the entire area within the corporate limits of the CITY as it now exists or may hereafter be enlarged through annexations ("Contract Area"). In the event an area being served by CONTRACTOR is annexed by the CITY, this Contract, including all of its terms and conditions, shall govern the service provided by the CONTRACTOR to the annexed area. In the event the CITY annexes an area not served by CONTRACTOR, CONTRACTOR agrees to serve the annexed area pursuant to the terms of this Contract if and when the CITY establishes the legal rights to have CONTRACTOR serve any such annexed areas. CONTRACTOR acknowledges and agrees that, in the event this Contract or any extension thereof terminates or expires within seven years of the date of annexation of any territory to the CITY, which territory has become served by CONTRACTOR under this Contract (i.e. part of Contract Area), CONTRACTOR hereby specifically agrees to forfeit any right set forth in RCW 35.13.280 (as existing or hereafter amended) to serve the annexed territory for the remainder of the seven year period, except pursuant to a new contract with the CITY, if one is negotiated by and between CONTRACTOR and the CITY.

2.13 Limitations of Service.

2.13.1 CONTRACTOR will not be required to enter private property to pick up materials while an animal considered or feared to be vicious is loose. The customer will be required to confine the animal on pickup days.

2.13.2 CONTRACTOR does not warrant pickups at any particular hour, or other than to meet reasonable requirements. Conditions such as adverse weather, equipment breakdown or restricted vehicle access will permit a change in Collection Schedule, provided that the CONTRACTOR shall notify the Mayor or his/her designee of any such change and the CONTRACTOR's plans for resuming its services. For all Customers, upon resuming its services, the CONTRACTOR shall collect any accumulated volumes of Garbage or Recyclable Materials (as applicable) equal to what would have been collected on the missed collection day(s) from the Customer at no additional charge.

2.13.3 The CONTRACTOR assumes no responsibility for articles left on or near cans, carts, containers, vehicles and/or equipment other than reasonable care.

2.13.4 CONTRACTOR will not be required to enter a private garage while serving any customer.

2.14 CITY Contact. Unless otherwise specifically set forth herein, the CONTRACTOR shall direct all contact with the CITY through the Mayor or his/her designee.

2.15 Notices. Any Notice required by this Contract shall be sent to the following:

IF TO: CITY

Attn: Mayor and City Clerk  
City of Cashmere  
101 Woodring  
Cashmere, WA 98815

IF TO: CONTRACTOR

Attn: Area Director, Public Sector Solutions  
Waste Management of Washington, Inc.  
720 4<sup>th</sup> Avenue, Suite 400  
Kirkland, WA 98033

2.16 Collection Schedules. No garbage or recycling collection shall be made except in compliance with the following time schedules:

2.16.1 For commercial, industrial and/or institutional. For commercial, industrial, and/or institutional properties that abut or are located across an alley from residential property, between the hours of 5:00 a.m. and 6:00 p.m. Monday through Friday. For all other commercial, industrial, or institutional properties, between the hours of 4:00 a.m. and 6:00 p.m., Monday through Friday. Where special circumstances or complaints received by the CITY indicates the necessity or desirability of an adjustment in the hours between which pickups may be made, the CITY may require such an adjustment to be made upon written notice to the CONTRACTOR.

2.16.2 For residential dwellings. For residential dwellings, between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday.

2.16.3 Complaints. Where special circumstances or complaints received by the CITY indicate the necessity or desirability of an adjustment in the hours

between which pickups may be made, the Parties may agree to an adjustment of the schedule and rates.

2.17 Meaning of Terms. The meaning of terms and words as contained herein shall be governed by the uses and definitions set forth by the Washington State Utilities and Transportation Commission ("WUTC"), or, if the word is not included in the WUTC definitions, then the common and customary understanding of the word.

2.18 Requirements Regarding Employees. The CONTRACTOR shall require all employees to be courteous at all times and not to use loud or profane language and to do their work as quietly as possible. Employees in collecting solid waste, garbage, refuse, and certain other waste, shall follow the regular walks for pedestrians while on private property, returning to the street or alley after replacing the empty cans/carts/containers. Employees shall also replace all garbage cans/carts/containers and covers and close all gates which they have opened. Employees shall not trespass or cross property to neighboring premises nor meddle with property which does not concern them.

2.19 Loading. Extra care shall be taken in the loading and transportation of garbage refuse and other waste so that none of the materials to be collected are left either on private property or on the streets or alleys. Any garbage, refuse, or other waste left on private property or on streets or alleys by the CONTRACTOR shall be cleaned-up by the end of the day in which notice is received, either in writing or orally, from the CITY Clerk of the CITY or his/her designee.

The CONTRACTOR shall be responsible for the cleaning of all debris, spilled or tracked on any street, alley, or public place by any of its equipment. If the CONTRACTOR fails to clean the same within eight (8) hours of notice being served by the CITY Clerk of the CITY or his/her designee, the CITY Clerk or his/her designee may cause such streets to be cleaned and charge the costs to CONTRACTOR.

2.20 Emergency Collections. Adequate provisions shall be made by the CONTRACTOR to provide special collections when garbage, refuse, and other waste has not been collected during a regularly scheduled trip. Pickups for missed collection shall be made by the CONTRACTOR when ordered by the CITY Clerk or his/her designee of the CITY. For the purposes of this Paragraph, missed collection shall not include collections not made for reasons beyond the control of the CONTRACTOR, such as acts of God, temporary road surface conditions due to unusual or inclement weather. Normal snow and ice on streets and alleyways is not justification for missed collection. Due to dangerous or otherwise inaccessible road conditions, as agreed to between the Mayor for the CITY and the Manager of CONTRACTOR or their designated representatives, collection may be delayed or alternate routes for collection selected.

2.21 Collection Equipment.

2.21.1 In collecting solid waste, garbage, refuse, and other waste under this Contract, the CONTRACTOR shall use all metal water-tight, completely enclosed packers and/or container units that are designed and manufactured for the collection of solid waste, garbage and refuse and are capable of servicing residential and commercial (including industrial and institutional) accounts. The number and type of collection vehicles furnished shall be sufficient for the collection of all solid waste, garbage, refuse, and other waste within the area to be served.

2.21.2 All collection vehicles used in the performance of this Contract shall be required to carry regularly-maintained and fully-functional spill kits. At a minimum, spill kits shall include absorbent pads or granules, containment booms, storm drain covers, sweepers and other similar materials sufficient to contain, control and, for minor events, appropriately clean-up any spillage or release of wind-blown materials, litter, or leaks of CONTRACTOR vehicle fluids or leachate. CONTRACTOR shall notify the CITY via e-mail and telephone within two (2) hours of its knowledge of any major spill or any spill that leaves a noticeable stain on CITY roadways, alleys or private property. Spill kits shall also include employee spill containment instructions and procedures as well as a regularly updated list of emergency contacts. CONTRACTOR shall develop spill response procedures for review and approval by the CITY before initiating any work under this Contract. Prior to operating any collection vehicle in the CITY, all CONTRACTOR vehicle drivers shall be provided with hands-on training on the location, maintenance, and use of spill kits and associated containment and containment instructions and procedures as well as a regularly updated list of emergency contacts.

2.22 Method of Disposal. The CONTRACTOR shall deliver at its cost all solid waste, garbage, refuse, and other waste to the Landfill, or the Dryden Transfer Station, or another legally permitted reception site for disposal.

2.23 Equipment Ownership. All vehicles, facilities, equipment, and property used in the performance of this Contract shall be owned or leased by the CONTRACTOR.

2.24 Painting of Vehicles and Equipment. Collection vehicles shall be painted and numbered and shall have the CONTRACTOR'S name and vehicle number printed in letters of a contrasting color at least three (3) inches high, on each side of each vehicle. No advertising shall be permitted other than the name of the CONTRACTOR. All vehicles shall be kept in a

clean and sanitary condition and, weather permitting, all collection vehicles shall be steam cleaned or pressure washed, inside and out, as needed. All detachable containers furnished under the Contract shall be either painted or galvanized and shall display the CONTRACTOR'S name and number on the container. In addition, all such containers shall be marked with any necessary or appropriate safety warnings as may be required or recommended by an appropriate regulatory agency. All containers shall display the CONTRACTOR'S name and shall be steam cleaned or pressure washed whenever necessary in the judgment of the Mayor of the CITY or his/her designee, and always before being placed out for a new customer.

2.25 Parking of Vehicles. The CONTRACTOR shall not use property in or adjacent to property in the CITY for the parking, standing, washing, cleaning, or storing of its vehicles or equipment unless the property is zoned for these activities and uses.

2.26 Customer Service.

2.26.1 The CONTRACTOR shall be required to maintain an office within twenty (20) miles of the CITY with telephones and such attendants as may be necessary to handle complaints, orders for special service, or instructions from the CITY. This office shall be in operation between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, with a telephone answering or recording device available twenty-four (24) hours per day, seven (7) days per week, to take messages when no one is on duty. The telephones provided in such office shall be on a telephone exchange, which can be called from anywhere within Chelan County without a toll or other long distance charge. Two-way communications between said office and the collection vehicles shall be maintained at all times between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

2.26.2 CONTRACTOR shall provide a customer-friendly Internet website accessible twenty four (24) hours a day, seven (7) days a week, containing information specific to the CITY's collection, recycling and disposal programs, including at a minimum, contact information, collection schedules, material preparation requirements, available services and options, rates, inclement weather service changes and other relevant service information. The website shall include an e-mail function for customer communications with the CONTRACTOR, and the ability for customers to submit service requests online. E-mailed customer service requests shall be answered within two (2) business days following receipt. Website shall offer customers the option to pay their service bills online through a secure bill payment system. At the CITY's request, the website shall include contact information translated into both English and Spanish.

2.27 Special Arrangements.

2.27.1 The CONTRACTOR agrees to remove and dispose of garbage and recycling generated in the normal course of business from CITY Facilities identified in Exhibit C. This Paragraph shall not apply to collection of sludge, waste water, decant or any other substance from waste water treatment plants or to third party activities such as construction projects pertinent to a CITY Facility. Volumes and container sizes used to service the CITY Facilities will vary depending upon the season. CONTRACTOR agrees to provide a similar service level to the service level the CITY provided to the CITY Facilities identified in Exhibit "C" in the year prior to the Effective Date of this Contract. Should service exceed 10% of the annual volumes collected in the year preceding the Effective Date of this Contract, CONTRACTOR may charge CITY for such excess services pursuant to rates set forth in Exhibit A, as it exists at the time the excess volume occurs.

2.27.2 CONTRACTOR agrees to remove and dispose of solid waste and refuse during the following festivals: Founders Day (one day) and Apple Days (two days) without charge to the CITY.

2.28 Liability Insurance. The CONTRACTOR shall provide and maintain in full force and effect during the entire term of this Contract or any renewal thereof, a policy or policies of public liability insurance, commercial general liability insurance, and automobile and vehicle liability insurance with companies and with forms of coverage acceptable to CITY, providing for limits of not less than \$2,000,000.00 per occurrence for bodily injury and property damage and a general aggregate of \$5,000,000.00 for commercial general liability and a limit of not less than \$2,000,000.00 per accident, combined single limit for bodily injury and property damage for automobile liability.

The CITY shall be named as an additional insured under all policies required by this Contract but only as respects the services provided by CONTRACTOR under this Contract. The CONTRACTOR's insurance shall be primary over any insurance or self insurance that the CITY may have but only as respects the services provided by CONTRACTOR under this Contract. All policies shall provide for thirty (30) days notice to the CITY of cancellation of such insurance coverage. The CONTRACTOR shall further agree to hold harmless and indemnify the CITY, including its elected officials, officers, employees, agents, and volunteers from any and all loss, damage, claims, suits, judgments, or recoveries (including attorneys' fees incurred by CITY) which may be asserted, made, or may arise or be had, brought, or recovered against the CITY arising and/or alleged to arise out of this Contract including but not limited to, any claims or allegations alleging anti-trust violations and/or any negligent or intentional acts or omissions of the CONTRACTOR, its agents and/or employees; and that the CONTRACTOR shall immediately appear and defend the same at its own cost and expense, provided that nothing in this Paragraph shall be construed as requiring an indemnification for the sole negligence of the

CITY, or its elected officials, officers, employees, agents, and volunteers. The CONTRACTOR shall pay all costs and expenses and reasonable attorneys' fees that may be incurred or paid by the CITY in enforcing this provision against CONTRACTOR.

2.29 Additional Indemnification. CONTRACTOR agrees to indemnify, defend, and hold harmless the CITY, including its elected officials, officers, employees, agents, and volunteers, from and against any and all liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, and costs and expenses incidental thereto, which the CITY may hereafter suffer, incur, be responsible for, or pay out as a result of bodily injuries to any person, damage to any property, contamination of or adverse effects on the environment, or any violation or alleged violation of statutes, ordinances, orders, rules, or regulations of any governmental entity or agency arising out of the use of any disposal facility owned and operated by the CONTRACTOR. The extent of CONTRACTOR's liability under this Paragraph shall not exceed the amount of CONTRACTOR's proportionate share of fault.

2.30 Performance Bond. Before the Contract between the CONTRACTOR and the CITY shall be valid or binding against the CITY, the CONTRACTOR shall furnish to the CITY a performance bond in a form approved by the CITY conditioned that the CONTRACTOR shall faithfully perform all provisions and terms of this Contract and pay all laborers, mechanics, subcontractors, and material men, and all persons who shall supply such CONTRACTOR with provisions and supplies for the carrying on of such work, which bond shall be signed by the surety company or surety and shall be in an amount of Thirty Five Thousand and No/100 Dollars (\$35,000.00) which bond may be for individual twelve (12) month periods but shall at all times be renewed or replaced on or before expiration and kept in full force and effect.

2.31 Force Majeure. CONTRACTOR shall be excused from performance and shall not be liable for failure to perform under this Contract if CONTRACTOR's performance is prevented or delayed by acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of the CONTRACTOR ("Force Majeure"). If as a result of a Force Majeure event, CONTRACTOR is unable wholly or partially to meet its obligations under this Contract, it shall give the CITY promptly written notice of the Force Majeure event, describing it in reasonable detail. The CONTRACTOR's obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

2.32 Fees. The CITY shall not charge to CONTRACTOR any license fee, tax, assessment, or other charge in respect to CONTRACTOR'S operations under this Contract,



except as set forth elsewhere in this Contract and except a CITY business license, without authorizing a commensurate increase in the compensation to be paid the CONTRACTOR.

2.33 CONTRACTOR Planning Assistance. CONTRACTOR shall, upon request and without cost, make available to the CITY and/or a property owner, planning assistance with respect to all new construction or major remodeling of buildings and structures within the corporate limits of the CITY with respect to design and planning of solid waste, garbage, and/or refuse removal facilities and their location upon the site of the proposed construction or remodeling project.

2.34 Workers. All workers employed by CONTRACTOR shall be competent and skilled in the performance of the work to which they may be assigned.

2.35 Company Name. CONTRACTOR shall not use a firm name containing the words Cashmere, city, town, or any words implying municipal ownership.

2.36 Solid Waste Collection, Disposal and/or Recycling Innovations. CONTRACTOR shall keep abreast of all alternatives regarding the collection, disposal, and recycling of solid waste and shall advise the CITY and cooperate with the CITY with respect to any possible innovations, changes or improvements that could be accomplished with respect to the performance of this Contract.

2.37 Affirmative Action Plan. CONTRACTOR shall at all times during the term of this Contract engage in employment practices in a manner whereby equal employment opportunity is observed and practiced without regard to age, race, color, creed, religion, national origin, military or veteran status, marital status, sex, sexual orientation, or any sensory, mental, or physical disability (including use of a trained service animal), except to the extent of bona fide occupational qualifications. CONTRACTOR shall post its Equal Employment Opportunity Policy and Affirmative Action Plan in conspicuous places throughout its facilities. Such policy and plan shall be implemented and followed in all respects during the entire term of this Contract.

2.38 Liquidated Damages. As a breach of the service provided by this Contract would cause serious and substantial damage to CITY, the nature of the Contract would render it impracticable or extremely difficult to fix the actual damage sustained by the CITY by such breach, it is agreed that in case of breach of service, the CITY may, in addition to any other remedy the CITY may have, elect to collect liquidated damages for each such breach and the CONTRACTOR shall pay to the CITY as liquidated damages and not as penalty, the amount(s) set forth below, such sums being agreed upon as what the CITY will be damaged by the breach of such service. An election not to seek such remedies shall not be construed as a waiver of any legal remedies available to the CITY for present and future breaches of this Contract. Liquidated damages may be assessed only when the CITY first notifies the CONTRACTOR of the breach in a written incident report.

A truck beginning collection prior to the times established in this Contract - Twenty Five Dollars and No/100 (\$25.00) per day.

Failure to collect missed pickups that were properly and timely placed for pickup by the customer on the business day following notification to the CONTRACTOR - Twenty Five Dollars and No/100 (\$25.00) each.

Repetition of verified complaints on a route after notification to replace cans, carts, or containers in designated locations, spilling, not closing gate, crossing planted areas, or similar violations - Twenty Five Dollars and No/100 (\$25.00) each.

PROVIDED, HOWEVER, that CONTRACTOR shall not be subject to any damages for any failure in service due to circumstances beyond its control including but not limited to acts of God, riots, strikes, labor disruptions, insurrection, war or civil disobedience and other Force Majeure situations identified in this Contract.

Any liquidated damages the CITY shall elect to collect will be billed to the CONTRACTOR monthly.

2.39 Holidays. CONTRACTOR may observe the following days as holidays: New Years Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, and Christmas, and shall notify customers in advance of the alternative day on which solid waste shall be picked up.

2.40 Improvements to Streets and Alley. The CITY reserves the right to construct any improvements or to permit any such construction in any street or alley in such manner as the CITY Council may direct, which may have the effect for a time of preventing the CONTRACTOR from traveling its accustomed route or routes for collection. The CONTRACTOR shall make every reasonable effort to collect all routes.

2.41 Cans, Carts, and Containers.

2.41.1 CONTRACTOR shall provide all residential and non-residential customers with appropriately sized collection containers, which size options and applicable service rates are set forth in Exhibit A attached hereto and incorporated herein.

2.41.2 All collection containers shall be of such design as can be served by the CONTRACTOR's collection equipment. All collection containers shall display the CONTRACTOR's name and shall be marked with any necessary or appropriate safety warning as may be required or recommended by an appropriate regulatory agency. For an additional charge to the customer,

all containers 1 cubic yard in size or greater may be provided with a locking mechanism or bar that is capable of being locked by the customer, if such locking capability is requested by and paid for by the customer.

2.41.3 CONTRACTOR shall retain ownership of all CONTRACTOR provided collection containers under this Contract.

2.41.4 CONTRACTOR shall at all times maintain an inventory of all varieties of carts or containers identified in Exhibit A to this Contract. To the extent available inventory will allow, CONTRACTOR shall deliver any cans, carts, or containers within seven (7) days of the request or order. In the event CONTRACTOR does not have a can, cart, or container available or in stock at the time an order or request for the same is placed, the CONTRACTOR shall obtain the requested can, cart, and/or container and supply it to the customer within thirty (30) days from the date of the order or request. CONTRACTOR shall make arrangements to provide a similar can, cart, or container in the interim, and the applicable charge to the customer shall be the lesser of the charge for the can, cart, or container ordered and not in stock or the can, cart, or container provided in the interim. CONTRACTOR shall steam clean or pressure-wash each collection container prior to placing it into service. Cleaning of existing carts that are in service now in the CITY and that are kept in service upon the commencement of this Contract will not be required.

2.41.5 CONTRACTOR provided carts or containers for recycling shall all be one color and for yard waste (if provided) shall all be another color. The colors of the recycling and yard waste carts or containers shall be different than the colors of the solid waste (garbage) carts or containers.

2.42 Records. CONTRACTOR shall maintain in its main office full and complete operations, customer, financial and service records that at any reasonable time shall be open for inspection and copying for any reasonable purpose by the CITY. In addition, CONTRACTOR shall, during the Contract term, and at least five (5) years thereafter, maintain reporting records and billing records pertaining to the Contract that are prepared in accordance with Generally Accepted Accounting Principles, reflecting the CONTRACTOR's services provided under this Contract. Those CONTRACTOR's accounts shall include but shall not be limited to all records, invoices and payments under the Contract, as adjusted for additional and deleted services provided under this Contract. The CITY shall be allowed access to these records for audit, review, and public record response related purposes.

2.43 Reporting. CONTRACTOR shall, with cooperation and assistance by the CITY, provide an annual report to the CITY showing yearly totals, in pounds and by material type, for

the services covered under this Contract. The annual report shall also include the number of residential and commercial (including industrial and institutional) customers served, the tons of garbage, recyclables and yard waste attributable to residential and commercial (including industrial and/or institutional) customers, and the number of complaints received by CONTRACTOR. The report shall be submitted in writing to the CITY by November 1 of each year for the preceding service year. The CITY shall cooperate with the CONTRACTOR to provide the CONTRACTOR with any documentation or records necessary to prepare the annual report required herein.

#### 2.44 Inspections.

2.44.1 The CITY shall have the right to conduct periodic and random inspections of CONTRACTOR's collection vehicles and equipment, including the contents thereof, for purposes of identifying the solid waste, garbage, refuse, and other materials being collected, transported, and disposed of by its residential, commercial, industrial, and institutional customers

2.44.2 The CITY shall have the right to access and inspect any records of CONTRACTOR provided to the Washington State Department of Revenue, at any reasonable time and place to be determined by the CONTRACTOR and CITY.

2.45 Public Records. CONTRACTOR understands that any records (including, but not limited to proposal submittals, the Contract, and any other contract materials) it submits to the CITY, or that are used by the CITY, even if the CONTRACTOR possesses the records, are public records under Washington State law, RCW Chapter 42.56. Public records must be promptly disclosed upon request unless a statute exempts them from disclosure. CONTRACTOR also understands that even if part of a record is exempt from disclosure, the rest of that record generally must be disclosed. CONTRACTOR will fully cooperate with the CITY in identifying and assembling records in case of any public records request.

CONTRACTOR must separate and clearly mark as 'proprietary' information all records related to this Contract or the performance of this Contract that the CONTRACTOR believes are exempt from disclosure. CONTRACTOR is to be familiar with potentially-applicable public disclosure exemptions and the limits of those exemptions, and will mark as 'proprietary' only information that the CONTRACTOR believes legitimately fits within an exemption and will state the statutory exception upon which it is relying.

In the event the CITY notifies the CONTRACTOR of a public records request, which notice shall not be required to be given, and the CONTRACTOR believes that the records are exempt from disclosure, it is the CONTRACTOR's responsibility to make its own determination and pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. CONTRACTOR must obtain the injunction and serve it on the CITY before the close of business on the tenth (10th) business day

after the CITY sends notification to the CONTRACTOR. If the CONTRACTOR does not timely obtain and serve an injunction, the CONTRACTOR is deemed to have authorized releasing the record.

2.46 Laws, Licenses and Taxes.

2.46.1 CONTRACTOR shall comply with all applicable federal, state, county, and city laws, regulations, and ordinances pertaining to the collection, handling, transportation, disposal, and monitoring of solid waste, garbage, refuse, yard debris, and recyclables and shall maintain all required licenses, if any.

2.46.2 The CONTRACTOR shall collect any applicable state refuse collection tax and remit it to the State of Washington.

2.47 Independent CONTRACTOR. It is understood and agreed between the Parties that the relation between them created by this Contract is that of an independent CONTRACTOR. No employee, servant, or agent of CONTRACTOR shall be deemed to be an employee, agent, or servant of the CITY. None of the benefits provided by the CITY to its employees are available to the employees, agents, or servants of the CONTRACTOR. It is understood and agreed between the Parties that CONTRACTOR is an independent CONTRACTOR in the performance of each and every part of this Contract, and is solely and personally liable for all labor and expenses in connection therewith, including any employee benefits and employee taxes.

2.48 Waiver. No consent, expressed or implied, by the CITY to any breach of CONTRACTOR'S covenants or agreements set forth herein shall be deemed to be a waiver of any future breach of the same or other covenant or agreement contained herein.

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

2.50 Assignment. This Contract or any interest in part thereof shall not be assigned, set over, or transferred whether by operation of law or otherwise, nor shall any part thereof be subcontracted without the prior written consent of the CITY having been obtained.

2.51 Termination. The CITY reserves the right, after notice and reasonable and appropriate time to cure, to cancel or terminate this Contract at any time in case CONTRACTOR fails or neglects to perform or adhere to any material provisions, terms, or regulations of this Contract, or fails to abide by any of the conditions or covenants herein contained. In addition, the CITY reserves the right to terminate this Contract immediately if a court of competent jurisdiction orders the CITY to contract for the same or similar services with a third party. In the

event of any such litigation, CONTRACTOR shall have the option of intervening in such litigation and opposing the entry of any such order at CONTRACTOR'S sole cost and expense.

2.52 Time is of the Essence. Time is of the essence in the performance of this Contract.

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

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

2.54 Venue. Venue for any litigation arising out of the existence of this Contract shall be in Chelan County Superior Court.

2.55 Attorneys Fees. Except as otherwise specifically provided herein, in the event of litigation arising out of the existence of this Contract, each Party shall pay its own attorneys fees and costs.

2.56 CITY Ordinances and Policies. All work to be performed under this Contract shall be in accordance with the conditions and provisions of the codes and ordinances applicable to

the CITY, and any amendments thereto, unless the terms of this Contract clearly provide otherwise. To the extent existing codes, ordinances, or other applicable policies of the CITY are in conflict with the terms of this Contract, the CITY agrees to amend its codes, ordinances, and/or any other applicable policies to conform to the terms of this Contract.

2.57 Entire Agreement. This Contract and Exhibits A (“Rates”), B (“Recyclables List”), and C (“City Facilities”) to this Contract contain the entire agreement between the Parties with respect to solid waste and recycling services to be provided by CONTRACTOR to CITY.

*[remainder of page intentionally left blank]*

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

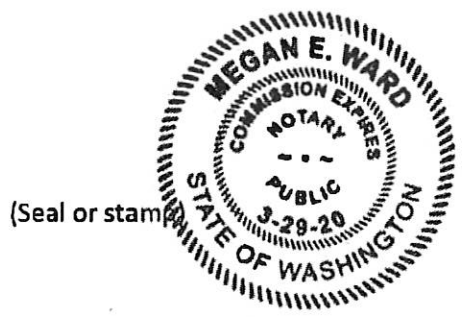
Approved by the CONTRACTOR, Waste Management of Washington, Inc., this 13<sup>th</sup> day of May, 2016.

By: [Signature]  
Jason Rose  
(Print Name)  
President  
(Title)

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that JASON ROSE is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the PRESIDENT of Waste Management of Washington, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: MAY 13, 2016.



Megan E. Ward  
(Signature)  
Megan E. Ward  
(Name legibly printed or stamped)  
Notary Public in and for the State of Washington,  
residing at Lake Stevens, WA  
My appointment expires 3-29-20



Approved by the City Council of the City of  
Cashmere, at an Open Public Meeting on  
the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

By: \_\_\_\_\_  
Mayor Jeff Gomes

ATTEST:

By: \_\_\_\_\_  
Kay Jones, City Clerk

**EXHIBIT A  
RATES  
FOR CITY OF CASHMERE/WASTE MANAGEMENT CONTRACT**

**Garbage & Recycling Services:**

**Rates**

**I. RESIDENTIAL COLLECTION RATES:**

**A. Residential Municipal Solid Waste Collection Rates (incl. Recycling): (Weekly garbage and every-other-week recycling service - 1-4 units individually billed)**

**Single Family Residential Rates (per month):**

35 Gallon Garbage Cart	\$ 22.01
64 Gallon Garbage Cart	\$ 27.24
96 Gallon Garbage Cart	\$ 32.48

*(Customers requesting multiple carts will be charged the rates above times the number of additional carts requested)*

Disabled/Low Income/Senior Citizens Discount 85% of regular rate

**Additional Residential Charges:**

Carry Out Service per Container	\$ 1.20
Overweight Container	\$ 5.00
Over 25 Feet from Curb	\$ 0.22
Bulk/Loose Material Pickup	\$ 16.67
Extra Garbage Collection Charge (per 32-gallon equivalent)	\$ 3.61
Return Trip	\$ 9.00
Resume Service	\$ 27.78

*(For vacation holds when service is resumed. No more than two (2) continuous periods of no less than one month and no more than three months each calendar year based on such Premises being vacant during that period of time. Customers are limited to two (2) vacation hold requests per calendar year.*

Cart Replacement (Customer negligence or cart not available for removal) \$ 55.56

**II. COMMERCIAL COLLECTION RATES: \*\***

\*\*All commercial collection rates for solid waste service apply to or include industrial, institutional, and consolidated billed multi-family residential customers (i.e. Apartments, Townhomes, Duplexes and Condominiums with more than four units):

**A. Commercial Solid Waste Collection Rates: (weekly service)**

**96 Gallon Cart** \$ 41.27

*(Customers requesting multiple carts will be charged the rate above times the number of additional carts requested)*

**Cubic Yard Container (loose)**

1 Cubic Yard Garbage Container	\$ 75.57
2 Cubic Yard Garbage Container	\$ 117.48
3 Cubic Yard Garbage Container	\$ 161.02
4 Cubic Yard Garbage Container	\$ 204.68
6 Cubic Yard Garbage Container	\$ 288.45
8 Cubic Yard Garbage Container	\$ 373.09

**EXHIBIT A  
RATES  
FOR CITY OF CASHMERE/WASTE MANAGEMENT CONTRACT**

**Garbage & Recycling Services:**

**Rates**

**Cubic Yard Container (compacted):**

4 Cubic Yard Garbage Container	\$ 577.71
6 Cubic Yard Garbage Container	\$ 840.64

*(Customers requesting multiple collections per week will be charged the rate above times the number of additional collections per week)*

**Drop Box Container/Compactor:**

*(Includes temporary and permanent services. Temporary services shall not exceed ninety (90) days of service. All services subject to a once per month minimum haul charge regardless of actual service provided.)*

<u>Size of Container</u>	<u>Haul</u>	<u>Dump Fee (c)</u>	<u>Dump Fee (d)</u>	<u>Rent/Month</u>
20 Cubic Yard	\$ 139.55	\$ 69.67	\$ 96.38	\$ 49.00
25 Cubic Yard	\$ 139.55	\$ 69.67	\$ 96.38	\$ 53.00
30 Cubic Yard	\$ 139.55	\$ 69.67	\$ 96.38	\$ 53.00
40 Cubic Yard	\$ 139.55	\$ 69.67	\$ 96.38	\$ 60.55

*(c) Hauled to Greater Wenatchee Regional Landfill - per ton*

*(d) Hauled to Dryden Transfer Station - per ton*

Delivery Rate (on temporary customers only)	\$ 56.89 /placement
Mileage Rate	\$ 2.78 /mile

*(when hauled to landfill; calculated from customer location to landfill)*

**B. Additional Commercial Charges:**

**Special Pickups**

Collection Vehicle	\$ 111.67 /hour
Extra Personnel	\$ 27.61 /hour

**Container Cleaning Charges**

Steam Cleaning Container	\$ 6.50 /yard
Pickup/Redelivery Charge (0-8cy)	\$ 20.28 /pick-up
Pickup/Redelivery Charge (greater than 8cy)	\$ 31.11 /pick-up

**Extra Garbage**

Extra Garbage Collection Charge (per 32-gallon equivalent)	\$ 4.78 /equivalent
Extra Garbage Charge (per loose yard)	\$ 15.22 /yard

**Other**

Unlocking and locking containers	\$ 13.33 /pick-up
Gate or obstruction charge	\$ 13.33 /pick-up
Container rollout (each container)	\$ 3.89 /pick-up
Connect and Disconnect charge on compactors	\$ 31.00 /pick-up
Reactivation from Bad Debt	\$ 27.78 /occurrence

\* All rates include the CITY 10% utility tax on the gross revenues received by the CONTRACTOR. The above rates exclude the State Solid Waste Tax of 3.6% which will be shown as a separate line item on the customers' invoice.

**EXHIBIT B  
RECYCLABLES LIST**

**FOR CITY OF CASHMERE / WASTE MANAGEMENT CONTRACT**

MATERIAL TYPE	DESCRIPTION	PREPARATION INSTRUCTIONS	EXCLUSIONS
Glass	<ul style="list-style-type: none"> <li>• Food or beverage containers</li> </ul>	Remove lids; empty of all food or liquids. Labels do not need to be removed.	Leaded glass: windows, mirrors, baking dishes, storage dishes, ceramic, plates, glassware, storage/canning jars.
Paper	<ul style="list-style-type: none"> <li>• Office paper, copy paper, construction paper</li> <li>• Newspaper and paper inserts</li> <li>• Magazines and paper inserts</li> <li>• Catalogs</li> <li>• Cardboard</li> <li>• Mail and paper inserts</li> <li>• Envelopes</li> <li>• Paper bags</li> <li>• Cereal, cookie and cracker boxes</li> <li>• Frozen food boxes</li> <li>• Juice boxes</li> <li>• Milk, juice and ice cream cartons</li> <li>• Aseptic containers – e.g. soup, broth, soy milk, almond milk</li> <li>• Paper towel tubes</li> <li>• Toilet paper tubes</li> <li>• Tissue boxes</li> <li>• Non-foil wrapping paper</li> <li>• Kraft paper bags or boxes</li> <li>• Hot or cold cups</li> </ul>	Remove plastic bags (exterior or interior), plastic packaging, metal, electronics, magnets, twine, straws, lids and any food or liquids. Must be dry. Plastic windows in paper envelopes okay.	Shredded paper; paper envelopes with bubble wrap liners, insulation liners or envelopes made from plastic (Tyvek); laminated paper, stickers, labels, photos, carbon paper, receipts, paper affixed to magnets; wax-coated cups; pet food bags; mixed material bags; wet or soiled paper; paper with large amounts of paint or glue.

Cardboard	<ul style="list-style-type: none"> <li>• Cardboard boxes</li> <li>• Cardboard packaging</li> <li>• Cardboard beverage 'flats' or nursery 'flats'</li> </ul>	Flatten all cardboard. Remove all interior packaging, block foam, packing peanuts and exterior plastic wrap. Do not bundle with tape or twine. External tape okay. Oversized cardboard can be placed next to card/container. Must be dry.	Waxed cardboard.
Metal	<ul style="list-style-type: none"> <li>• Tin, aluminum and steel food or beverage containers</li> <li>• Empty aerosol cans</li> <li>• Scrap metal (limit: 2'x2'x2', 35 lbs.)</li> <li>• Metal appliances, cord removed</li> </ul>	Remove all exterior packaging; remove lids; empty of all food or liquids. Labels do not need to be removed.	Aluminum foil and trays; sharp or greasy metal; batteries; microwaves; electrical cords; cell phones; car snow chains.
Plastic	<ul style="list-style-type: none"> <li>• Food and beverage containers</li> <li>• PET/PETE bottles</li> <li>• HDPE bottles/jugs</li> <li>• Dairy tubs, e.g. butter, yogurt, cottage cheese</li> <li>• Cups</li> <li>• Rigid plant pots</li> <li>• 5-gallon buckets</li> </ul>	Plastic bottles with plastic screw-on lids are okay <u>if</u> lids are screwed back on, remove all other lids; remove straws; empty of all food, liquids or other debris. Labels do not need to be removed.	Plastic bags, plastic film; plastic bottles that contained HHW listed materials; deli, bakery and produce clamshell containers; loose lids – any size; plant trays; PVC; large rigid plastic (outdoor furniture, laundry baskets, swimming pools, toys, etc.); hoses; landscaping/sprinkler tubing.

## EXHIBIT C

### City Facilities

ADDRESS	CITY ACCOUNT #	NAME
River St 314	138.22	City of Cashmere - Recycling Building
Cottage Ave	1384.14	City of Cashmere - Downtown
Riverside St	1384.12	City of Cashmere - Riverside Park
Cottage Ave 200	1384.7	City of Cashmere - Fire Department
Woodring St 300	1384.6	City of Cashmere - City Library
Evergreen Dr 104	1384.44	City of Cashmere - City Cemetery
Woodring St 101	1384.11	City of Cashmere - City Hall
Paton St 104	1384.46	City of Cashmere - City Swimming Pool
Museum Rd 201	1384.15	City of Cashmere - Water Treatment Plant
Railroad Ave 200	1387.1	City of Cashmere - Public Works Building
Riverfront Dr 2	1384.49	City of Cashmere - Wastewater Treatment Plant