

**MINIMUM SERVICE LEVELS ORDINANCE
NUMBER 95-ORD-01B**

PURPOSE

It is the purpose of this Ordinance to establish minimum service levels to be provided to all incorporated and unincorporated Douglas County residential and nonresidential waste generators as specified within RCW 70.95.092. The *Minimum Service Levels Ordinance* is to be utilized by the incorporated cities and towns as the Minimum Service Levels to be negotiated into their solid waste collection and disposal contracts. Where as for unincorporated Douglas County the *Minimum Service Levels Ordinance* is to be utilized by the Washington Utilities and Transportation Commission (WUTC) to assist them in establishing certified solid waste collection companies rates that are fair, just, reasonable and sufficient as required in Chapter 81.77.RCW. Nothing within the adopted *Minimum Service Levels Ordinance* is intended to be in conflict with the established regulations, rules, guidelines and orders of the WUTC. In the event of conflict between this *Minimum Service Levels Ordinance* and Chapter 81.77 RCW, the terms, conditions and requirements of Chapter 81.77 RCW shall govern.

DEFINITIONS

Unless the context clearly requires otherwise, the following definitions shall apply throughout this *Minimum Service Levels Ordinance*.

“Certified Solid Waste Collection Company” means any solid waste collection company which has obtained from the Washington Transportation and Utilities Commission a certificate authorizing their operation within the State of Washington.

“Collection Equipment” means an all metal water-tight, completely enclosed packer and/or container unit that are designed and manufactured for the collection of non-hazardous solid waste and are capable of servicing residential, commercial and industrial customers.

“Collection Containers” means any appropriate sized collection container which meet the requirements of the Provider and shall be of such design as can be served by the Provider’s collection equipment.

“Collection Vehicle” means any WUTC approved solid waste collection vehicle utilized by the Provider to collect, transport and dispose of non-hazardous solid waste within Douglas County.

“Commercial Customer” means any multi-family residential customer or non-residential commercial or industrial customer.

“Community Clean-Up Program” means a residential non-hazardous solid waste collection program which allows residential customers an opportunity to dispose of their unwanted, damaged, or discarded non-hazardous solid wastes.

“Community Drop-Off Recycling Program” means a source-separated recycling program where individuals deposit designated recyclables for collection.

“Community Recycling Centers” means a recycling facility operated and maintained by a jurisdiction to which individuals bring recyclable materials.

“Community Recycling Stations” means the portable metal recycling containers provided by the certified solid waste collection companies to facilitate a community recycling program.

“Comprehensive Land Use Plan” means a generalized coordinated land use policy statement of the governing body of a county, city or town that is adopted pursuant to RCW 36.70A.

“Department” means the Douglas County Solid Waste Program Office.

“Designated Recyclables List” means the list of designated recyclable materials identified each year by the Douglas County Solid Waste Advisory Committee (SWAC).

“Designated Recyclables” means those non-hazardous solid wastes that are separated for recycling or reuse, that are identified as recyclable by a local provider and have a market value that makes their collection economically viable.

“*Douglas County Comprehensive Solid Waste Management Plan*” means the adopted countywide solid waste management plan required by RCW 70.95.

“Jurisdictions” means the incorporated cities of Bridgeport, East Wenatchee and Rock Island, the incorporated towns of Mansfield and Waterville and unincorporated Douglas County.

“Local Markets” means recycling markets for designated recyclables that are available locally.

“Non-Residential Commercial Recycling Program” means a source-separated recycling program where non-residential commercial customers deposit designated recyclables for collection.

“Provider” means the WUTC certified solid waste collection companies providing non-hazardous solid waste collection service within Douglas County.

“Recycling Collection Containers” means the container provided by the certified solid waste collection company to its customers to facilitate the collection of the designated recyclables.

“Reduced Rate” means a residential non-hazardous solid waste collection rate incorporating a rebate, refund or discount.

“Residential Curbside Recycling Program” means a residential recycling program which includes three color-coded stackable bins for designated recyclables to be placed at the curb for weekly pick-up.

“Residential Customer” means any single unit residential household customer.

“Rural Area” means those areas within Douglas County which are unincorporated and have been identified as having rural characteristics and where limited services and facilities are available.

“Source Separated Recyclables” means the separation of different kinds of solid waste at the place where the waste originates; separating the designated recyclables from the non-hazardous solid wastes at the point of waste generation.

“Source Separation Recycling Program” means a program established to collect and recycle source separation designated recyclables.

“SWAC” means the Douglas County Solid Waste Advisory Committee formed per RCW 70.95.165.

“Urban Area” means those areas within Douglas County which have been incorporated and have been identified as having urban characteristics and where urban services and facilities are available.

“Urban Growth Area” means the Urban Growth Area established by Douglas County in coordination with the incorporated cities and towns within Douglas County as specified with in RCW 36.70A.140.

“Urbanized Area” means those areas within Douglas County which are outside of the incorporated areas of the cities and towns but have been identified as having urban characteristics and where urban services and facilities are available.

“Voluntary Rural Recycling Program” means a residential recycling program offered to unincorporated Douglas County customers which include: three color-coded stackable bins for designated recyclables to be placed for weekly pickup

ESTABLISHMENT OF URBAN/RURAL BOUNDARIES

Douglas County and the cities and towns within Douglas County under RCW 36.70A, Growth Management - Planning by selected Counties and Cities, are responsible for developing regional and urban comprehensive land use plans for the incorporated and unincorporated areas of Douglas County. These comprehensive land use plans will be followed by development regulations that will provide the implementation of the plans. As part of these comprehensive land use plans, the Jurisdictions must designate urban and rural boundaries using clear criteria. The Jurisdictions must designate these areas in a manner consistent with other existing land use and utility service plans and in coordination with Douglas County and its cities and towns. The criteria used to establish these boundaries include existing population, population growth, population densities, land use densities, existing utilities' previously adopted Jurisdictional urban/rural boundaries, other adopted city and town plans, previously planned residential developments, and the geographic limitations within Douglas County.

An Urban Growth Area boundary is established through the designation of a boundary which separates existing and future urban areas from rural and resource areas. More specifically, an Urban Growth Area defines where urban developments will be supported with urban services and facilities, such as domestic water and sanitary sewer systems. Urban Growth Areas are intended to control the fiscal and environmental implications of unplanned, sprawled growth. Once the growth areas are designated, the county, cities and towns need to ensure that sufficient and, services and facilities are available to accommodate the projected growth. Douglas County in conjunction with the Cities of Bridgeport, East Wenatchee and Rock Island and the towns of Mansfield and Waterville have designated Urban Growth Areas for Douglas County. This Urban Growth Area is the geographic area described in the adopted Douglas County Comprehensive Land Use Plan. As this Douglas County Comprehensive Land Use Plan may be amended and modified annually, for the purpose of this Ordinance, the Urban Growth Areas are those identified within the most currently adopted Douglas County Comprehensive Land Use Plan and shall be used as the urban and rural boundaries for this Ordinance.

As outlined in RCW 36.70A.110, Urban Growth Areas, it is appropriate that urban government services be provided by cities and towns, and urban government services should not be provided in rural areas. Therefore, the primary responsibility for providing waste reduction and recycling services within the identified Urban Growth Area of Douglas County rest with the cities and towns. As the identified Urban Growth Area of Bridgeport, East Wenatchee, Rock Island, Mansfield and Waterville includes portions of Douglas County adjacent to the incorporated city and town boundaries and the entire incorporated city and town boundaries, it is necessary to designate which geographic areas are Urban and which are Urbanized. This is necessary in order to provide consistency in solid waste collection, waste reduction, and recycling services within those geographic areas so that growth can occur in a manner consistent with the *Douglas County Comprehensive Solid Waste Management Plan*. For the purpose of this Ordinance, those geographic areas contained within the incorporated cities and towns boundaries are classified as Urban, while those unincorporated areas contained within an identified Urban Growth Area are classified as Urbanized, and those unincorporated areas

within Douglas County that are outside the identified Urban Grown Areas are classified as Rural.

ESTABLISHED MINIMUM SERVICE LEVELS

The following Minimum Service Levels are hereby established:

- General Service Levels apply to all solid waste collection services within identified urban, urbanized and rural areas of Douglas County;
- Urban Area Levels apply to solid waste collection services within identified incorporated areas of Douglas County;
- Urbanized Area Levels apply to solid waste collection services within identified urban growth areas within unincorporated areas of Douglas County;
- Rural Area Levels apply to solid waste collection services within identified rural areas of Douglas County.

A. GENERAL SERVICE LEVELS

1. Maintenance of Office;

Any Certified Solid Waste Collection Company, herein referred to as the PROVIDER shall be required to maintain an office provided with telephones and such attendants as may be necessary to handle complaints, orders for special services or instructions from its customers. 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 days per week to take messages when no one is on duty. The telephone provided in such office shall be on a telephone exchange which can be called from anywhere within Douglas 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 6:00 a.m. and 5:00 p.m., Monday through Friday.

2. Laws, Licenses and Taxes;

PROVIDER shall comply will all applicable Federal, State, Local laws, regulations and ordinances pertaining to the collection, handling, transporting, disposal and monitoring of all solid waste. PROVIDER shall maintain continuously a Certificate of Public Convenience and Necessity issued by the WUTC.

3. Venue;

The venue for any action of law, suit in equity or judicial proceeding for the enforcement of this Ordinance shall be instituted and maintained only in the courts of competent jurisdictions in Douglas County.

4. Indemnification;

PROVIDER shall indemnify, defend and hold harmless the JURISDICTIONS from and against any and all liabilities, penalties, fines, forfeitures, demands, causes of action, suits, and cost and expenses incidental thereto, which the JURISDICTIONS may

hereafter suffer, incur, be responsible for or pay out as a result of 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, transfer facility, processing facility or equipment owned and operated by the PROVIDER.

5. Affirmative Action;

PROVIDER shall at all times engage in employment practices in a manner whereby equal employment opportunity is observed and practiced without regard to race, color, religion, age, sex or national origin, except to the extent of bona fide occupational qualifications.

6. Worker's Compensation;

PROVIDER shall maintain Worker's Compensation Insurance for all PROVIDERS employees who will be performing services for PROVIDER. In the event that any of the services to be performed by the PROVIDER are performed by subcontractors of PROVIDER, PROVIDER shall require the subcontractors similarly to provide Worker's Compensation Insurance unless the subcontractor's employees are covered by the PROVIDERS policy.

7. Independent Contractor;

It is understood and agreed to by the PROVIDER that the relationship between the PROVIDER and the JURISDICTIONS is that of an independent contractor. No employee, agent or subcontractor of the PROVIDER shall be deemed to be an employee, agent or subcontractor of the JURISDICTIONS. None of the benefits provided by the JURISDICTIONS to its employees are available to the employees, agents or subcontractors of the PROVIDER. It is understood by the PROVIDER that it is an independent contractor in the performance of each and every part of this *Minimum Service Levels Ordinance*, and is solely and personally liable for all labor and expenses in connection therewith, including any employee benefits and employee taxes.

8. Contractor Skill;

PROVIDER and its officers, employees, agents and subcontractors shall perform each and every service to be performed in a skillful and competent manner in accordance with solid waste handling and disposal standards in Washington.

9. Requirements of Employees;

PROVIDER shall require all employees to be courteous at all times and not use loud or profane language and to do their work as quietly as possible. Employees in collecting non-hazardous solid waste shall follow the regular walks for pedestrians while on private property, returning to the street or alley after replacing the empty collection containers. Employees shall also replace all collection containers and covers and close all gates which may have been opened. All employees shall wear clean, presentable clothing. Employees shall not trespass or cross property to neighbors premises nor meddle with property which does not concern them.

10. Solid Waste Collection, Disposal and/or Recycling Innovations;

PROVIDER shall keep abreast of all alternatives regarding the collection, disposal and recycling of solid waste and shall advise the JURISDICTIONS and cooperate with them in respect to any possible innovations, changes or improvements that could be accomplished in respect to their provision of service.

11. Planning Assistance;

PROVIDER shall, upon request and without cost, make available either to the JURISDICTIONS or the Douglas County Solid Waste Program Office, herein referred to as the DEPARTMENT, technical, engineering and planning assistance in respect to all new construction or major remodeling of buildings and structures within Douglas County in respect to design and planning of solid waste collection facilities and their location upon the site of proposed construction or remodeling project.

12. Collection Equipment;

PROVIDER shall use all metal water-tight, completely enclosed packer and/or container units that are designed and manufactured for the collection of garbage and refuse and are capable of servicing residential, commercial and industrial accounts. The number and type of collection vehicles furnished shall be sufficient for the collection of all solid waste within the area to be serviced by the PROVIDER.

13. Collection Containers;

PROVIDER will provide all single unit residential customers with appropriate sized collection containers. All appropriate sized collection containers, shall be of such design as can be served by the PROVIDER'S collection equipment. In this regard, the PROVIDER may enter into an agreement with the customer to furnish such container or containers as the disposal needs of the customer may require. Alternate single unit residential collection containers may be approved by the PROVIDER at the request of the customer.

PROVIDER shall provide all multi-family residential customers or non-residential commercial or industrial customers with appropriate sized collection containers. All appropriate sized collection containers shall be of such design as can be serviced by the PROVIDER'S collection equipment. In this regard, the PROVIDER may enter into an agreement with the customer to furnish such collection container or containers as the disposal needs of the customer may require. Alternative multi-family residential, non-residential commercial or industrial collection containers may be approved by the PROVIDER at the request of the customer.

All alternative collection containers must be approved by the PROVIDER and will be provided at the customers own expense. All PROVIDER collection containers shall display the PROVIDER'S name on the collection container. In addition, all such collection containers shall be marked with any necessary or appropriate safety warning as may be required or recommended by an appropriate regulatory agency. All PROVIDER collection containers shall be steam cleaned or pressure washed whenever necessary and always before being placed out for a new customer.

14. Painting of Collection Vehicles;

Collection vehicles shall be painted and numbered and shall have the PROVIDER'S name and vehicle number in letters of a contrasting color at least three (3) inches high, on each side of the vehicle. No advertising shall be permitted other than the name of the PROVIDER. All vehicles shall be kept in a clean and sanitary condition and all collection vehicles shall be steamed cleaned or pressure washed inside and out, at least once each week.

15. Parking of Vehicles;

PROVIDER shall not use property in or adjacent to property that is zoned as residential, nor adjacent to the various solid waste facility sites for the parking, standing, washing, cleaning or storing of it's vehicles or equipment without the approval of the JURISDICTIONS. Areas used by the PROVIDER for the storing, parking or repair of vehicles or equipment shall be kept in a clean and orderly condition.

16. Alternative Collection Routes;

The JURISDICTIONS reserves the right to direct the PROVIDER to alter it's accustomed route or routes for collection on roadways or alleys due to weather and road conditions. The JURISDICTIONS will try to advise PROVIDER of these conditions a minimum of seven (7) calendar days in advance so that their customers may be notified.

17. Improvement to Roads, Streets, Alleys Etc.;

The JURISDICTIONS reserves the right to construct any improvement or to permit any such construction in any road, street or alley in such manner as the JURISDICITONS may direct, which may have an effect for a time of preventing the PROVIDER from traveling it's accustomed route or routes for collection. PROVIDER shall make every reasonable effort to collect all routes.

18. Loading;

Extra care shall be taken in the loading and transportation of non-hazardous solid waste so that none of the materials to be collected is left either on private property or on the roads, street or alleys. Any non-hazardous solid waste left on private property or on roads, street or alleys by the PROVIDER shall be cleaned-up within two (2) hours after notice is received by the JURISDICTIONS or the DEPARTMENT.

19. Cleaning;

PROVIDER shall be responsible for the cleaning of all debris, spilled or tracked on any road, street, alley or public place by any of its collection equipment. If the PROVIDER fails to clean the same within two (2) hours after notice is serviced by the JURISDICTIONS or the DEPARTMENT, the JURISDICTIONS may cause such roads, streets, alleys or public places to be cleaned and charge the costs to the PROVIDER.

20. Residential Collection;

All residential collection containers are to be picked up at the curb or alley property lines.

21. Commercial Collection;

All multi-family residential customers or non-residential commercial or industrial customers collection containers are to be picked up at pre-approved collection locations.

22. Marketing Of Recyclable Materials Collected;

PROVIDER shall, where at all possible, develop agreements with local businesses which can utilize the designated recyclables collected at a fair and market-driven price. The agreements shall include a ten percent (10%) local preference allowance for local businesses who can utilize the designated recyclables collected. PROVIDER is discouraged from entering into long-term supply contracts for designated recyclables with out-of-area businesses, if local businesses are available and willing to market and utilize the designated recyclables collected. PROVIDER is not prohibited from entering into out-of-area agreements for designated recyclables collected that can not be locally utilized or are not fairly priced or market-driven locally.

23. Holidays;

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

24. Collection Schedules;

PROVIDER shall use reasonable efforts at all times to keep all persons from whom it is non-hazardous collecting solid waste advised of the schedules for collection, both day and time of collection, and shall further use reasonable efforts to maintain actual collection in accordance with written schedules.

25. Written Schedules;

All collections shall be made during the following time schedules. Alterations to the written schedules may be made by the PROVIDER to the JURISDICTIONS because of the imposition of weight restrictions or other limiting factors.

Residential Customers:

Between the hours of 6:00 a.m. and 5:00 p.m., Monday through Saturday. Any request for a temporary change in the above written schedule must be made in writing and approved by the JURISDICTIONS.

Multi-Family Residential Customers or Non-Residential Commercial or Industrial Customers:

Between the hours of 3:00 a.m. and 5:00 p.m., Monday through Saturday. Where special circumstances or complaints received by the JURISDICTIONS indicates the necessity or desirability of an adjustment in the hours between which collection may be made, the JURISDICTIONS may require an adjustment to be made upon written notice to the PROVIDER. If the hours of operation create a complaint problem, the PROVIDER and the JURISDICTIONS will determine a solution that may result in a revision of the above written schedule.

Complaints:

Where special circumstances or complaints received by the JURISDICTIONS indicate the necessity or desirability of an adjustment in the hours between which collection may be made, the PROVIDER recognizes the JURISDICTIONS right to make adjustments to the above written schedule. The JURISDICTIONS recognizes the PROVIDER'S right to ask for a rate adjustment caused by any change to the above written schedule.

26. Limitation of Service;

PROVIDER will not be required to enter private property to pick up non-hazardous solid waste while an animal considered or feared to be vicious is loose. It is the responsibility of the customer to confine or physically restrain the animal on scheduled collection days.

PROVIDER does not warrant collection at any particular hour, other than to meet the requirements of the Section 25. No credit will be given for a skip in scheduled service due to holiday, weather or road conditions if the missed service is provided for during the next operational day.

PROVIDER assumes no responsibility for articles left on or near collection containers other than reasonable care.

PROVIDER will not be required to enter private garages, sheds, buildings while providing the non-hazardous solid waste collection services required under this *Minimum Service Levels Ordinance*.

27. Emergency Collection;

Adequate provisions shall be made by the PROVIDER to provide special collection when non-hazardous solid waste has not been collected during a regularly scheduled trip. Special pickups for missed collection shall be made by the PROVIDER when ordered by the JURISDICTIONS. For the purpose of this Section, missed collection shall not include collections not made for reasons beyond the control of the PROVIDER, such as acts of God, strikes, riots, insurrection, war or civil disobedience. Normal snow and ice on roads, streets and alleyways is not justification for missed collection. Due to dangerous conditions as agreed to between the JURISDICTIONS and the PROVIDER collection may be delayed.

28. Special Arrangements;

PROVIDER agrees not to charge for collection while a residential customer is on vacation, provided the residential customer provides the PROVIDER advanced notice of at least 24 hours before the next scheduled collection.

29. Method of Disposal;

PROVIDER shall deliver at its cost all non-hazardous solid waste to either a permitted solid waste transfer facility operated according to the most current Federal, State, and Local regulations, or directly to the Greater Wenatchee Regional Landfill and Recycling Facility (GWRLRF) located within Douglas County. PROVIDER shall at all times keep

the JURISDICTIONS advised of the permitted solid waste transfer facility used by the PROVIDER.

30. Disposal Fee Increases;

If Federal, State or Local laws or regulations require a change in operation at the permitted transfer station being utilized by the PROVIDER or at the GWRLRF which results in an increase in the tipping fee being charged by the permitted transfer station or the GWRLRF, then in such event, PROVIDER, upon agreement with the JURISDICTIONS, which agreement should not be unreasonably withheld, shall be allowed to pass through the increase in tipping fees upon written notice.

31. Disposal Fee Reductions;

In the event the PROVIDER receives a reduction in the tipping fee being charged at the permitted transfer station or the GWRLRF, then in such event PROVIDER agrees to reduce the then existing rates and charges by the reduction in tipping fees. Any additional costs incurred by the PROVIDER associated with the reduction shall be netted against the reduction in tipping fees.

32. Load Inspections;

PROVIDER recognizes the JURISDICTIONS right to conduct periodic, random inspections of its collection equipment and contents to determine what non-hazardous solid waste is being collected, transported and disposed of within Douglas County.

33. Right of Inspection;

PROVIDER shall maintain full and complete records and accounts of all the JURISDICTIONS customers and charges. The JURISDICTIONS shall have access to all records and accounts applicable to the provision of service to its citizens and businesses and may examine, excerpt and transcribe all said records and accounts within a reasonable time and place. PROVIDER agrees to furnish to the JURISDICTIONS upon demand copies of all tax reports made to the WUTC and the Washington State Department of Revenue.

34. Public Outreach Program;

PROVIDER shall, with the assistance of the DEPARTMENT develop and implement a public outreach program for the JURISDICTIONS. As described below, the PROVIDER must provide to each new applicant for service, and at least once a year to its current customers, a list, brochure, newsletter or similar document that describes:

- All service options and service levels available to the customer;
- Methods and programs available to recycle and reduce solid waste;
- This material must include reference to available local commercial recycling programs.

PROVIDER'S public outreach program production costs in the rate base shall be limited to the costs of printing, postage, logo stickers, phone hot lines, and other items mutually

agreed upon by the PROVIDER and the DEPARTMENT which are normally used by the PROVIDER in communicating with their customers.

35. Waste Reduction and Recycling Education Program;

PROVIDER shall, with the assistance of the DEPARTMENT develop and implement a waste reduction and recycling education program for the JURISDICTIONS.

PROVIDER'S waste reduction and recycling program production costs in the rate base shall be limited to the costs of printing, postage, logo stickers, phone hot lines, and other items mutually agreed upon by the PROVIDER and the DEPARTMENT.

36. Data Collection and Evaluation Program;

The DEPARTMENT shall implement a data collection and evaluation program to track, monitor and report on the effectiveness of the countywide waste reduction and recycling program as required within the adopted *Douglas County Comprehensive Solid Waste Management Plan*.

37. Annual Report;

Each PROVIDER within Douglas County shall provide an annual report to the DEPARTMENT, by April 1st of each reporting year, showing yearly totals, in pounds, for the following solid waste collected:

- Municipal solid waste collected in pounds;
- Demolition waste collected in pounds;
- Industrial waste collected in pounds (by material type);
- Commercial waste collected in pounds (by material type);
- Wood waste collected in pounds;
- Sewage sludge collected in pounds;
- Asbestos waste collected in pounds;
- Treated biomedical waste collected in pounds;
- Petroleum contaminated soils collected in pounds;
- Yard waste collected in pounds;
- Special wastes collected in pounds;
- Designated recyclables collected in pounds.

Additionally, each annual report shall include the following information:

- Name of the solid waste collection company;
- Address of the solid waste collection company;
- Business phone number of the solid waste collection company;
- WUTC certificate of public convenience and necessity number;
- Number of residential customers served;
- Number of commercial customers served;
- Number of complaints received;

38. Allowable Implementation Costs;

PROVIDERS which fall under the authority of the WUTC may file a rate structure which

provides for reasonable and necessary expenses for their solid waste collection and waste reduction and recycling programs as defined in these *Minimum Service Levels*. Allowable implementation costs include:

- Administration costs to monitor, to the best of the PROVIDERS ability what volume of solid waste by type and source are being collected.
- Administration costs to monitor, to the best of the PROVIDERS ability, which designated recyclables are being collected, what volumes are being collected, the type of customers (residential versus commercial) using the service and the final market of the designated recyclables collected.
- Administration, production and mailing costs for implementing the mutually agreed upon coordinated Public Outreach Program.
- Administration, production and supply costs for implementing the mutually agreed upon coordinated Waste Reduction and Recycling Education Program.
- Administration costs for setting up an information and data collection system to be able to provide an annual report to the Department.
- The assumption of a voluntary rural recycling program participation rate of 3% (plus or minus 2%) within the Designated Rural Area.
- Provision of providing recycling collection service to the customer requesting service from the PROVIDER, whether the customer utilizes refuse collection service or not.
- For urbanized customers, the cost of purchasing the collection containers by the PROVIDER , including the cost of delivering the collection containers and arranging with their urbanized customers for curbside collection service. The rate shall include the cost of stickers to be placed on the recycling collection containers to identify the PROVIDER providing the service, the designated recyclables to be collected, and the method of preparation for the designated recyclables to be collected.
- For rural customers, the cost of purchasing the collection containers by the PROVIDER, including the cost of delivering the collection containers and arranging with their rural customers, for collection service. The rate shall include the cost of stickers to be placed on the recycling collection containers to identify the PROVIDER providing the service, the recyclable commodities to be collected, and the method of preparation for the designated recyclables to be collected.
- A separate replacement delivery service fee equal to or less than the replacement cost of the collection containers. This replacement delivery service fee shall not apply to the first-time delivery of the collection containers.

B. URBAN AREA LEVELS

1. Douglas County Comprehensive Solid Waste Management Plan;

The following recommendations have been adopted by the Cities of Bridgeport, East Wenatchee and Rock Island and the Towns of Mansfield and Waterville and are contained within the *Douglas County Comprehensive Solid Waste Management Plan*:

- Require mandatory solid waste collection within the jurisdictions incorporated areas;
- Require a variable rate structure within all Municipal Solid Waste Collection Agreements;
- Require all Municipal Solid Waste Collection Agreements to conform to the jurisdictions adopted *Minimum Service Levels Ordinance*
- Coordinate all Municipal Solid Waste Collection and Disposal Request for Proposals to maximize cost benefits for each jurisdiction;
- Coordinate all Municipal Solid Waste Collection and Disposal Agreements to expire on the same date and run for a mutually agreed upon specific term.

2. *Minimum Service Levels Ordinance;*

Each jurisdiction agrees to adopt a *Minimum Service Levels Ordinance* which conforms to the recommendations contained within the adopted *Douglas County Comprehensive Solid Waste Management Plan*.

3. *Municipal Solid Waste Collection Agreements;*

Each jurisdiction agrees to enter into a Municipal Solid Waste Collection and Disposal Agreement which conforms to the recommendations contained within the adopted *Douglas County Comprehensive Solid Waste Management Plan*.

4. *Exclusive Hauler;*

Each jurisdiction agrees to give exclusive right to haul residential and commercial non-hazardous solid waste to the PROVIDER. Each jurisdiction shall strictly enforce this provision against any third party attempt to infringe on PROVIDERS exclusive right.

5. *Exclusive Area to be Served;*

The exclusive area to be served by the PROVIDER shall be the entire area within the incorporated limits of the jurisdiction as it now exists. In the event that an area is annexed into the jurisdiction, the level of serve provided by the PROVIDER to the jurisdiction shall be provided to the newly annexed area.

6. *Fees;*

Each jurisdiction agrees not to charge to PROVIDER any license fee, tax, assessment or other charge in respect to the PROVIDERS operations, including the fee(s) set forth below, except a business license, without authorizing a commensurate increase in the compensation to be paid to the PROVIDER.

7. *Collection License Fee;*

PROVIDER shall pay to the jurisdiction a utility tax in accordance with the jurisdiction's Municipal Code, as it now exists or as hereafter enacted or amended. PROVIDER shall pay this fee to the jurisdiction each calendar quarter. Such payment shall be made no later than thirty (30) calendar days after the preceding calendar quarter. Any quarterly fee not paid by the PROVIDER within the thirty (30) calendar days at the end of the calendar quarter shall bear interest at the rate of twelve percent (12%) from the date due until paid. The jurisdiction reserves the right to adjust the fee or utility tax authorization at any time.

8. Performance Bond;

PROVIDER shall furnish to the jurisdiction a performance bond to be approved by the jurisdiction's legal counsel. This performance bond shall be signed by a surety company or surety and shall be in a minimum amount of \$500,000. Such performance bond shall 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.

9. Liability Insurance;

PROVIDER shall provide and maintain in full force and effect a policy or policies of public liability insurance and vehicle coverage, providing for limits of not less than \$2,000,000 for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total of not less than \$5,000,000 for all damages arising out of bodily injuries to or death of two or more persons in any one accident; property damage, liability insurance providing for a limit of not less than \$2,000,000 for all damages arising out of injury or destruction of property.

Jurisdiction shall be named as an additional insured under all policies. All policies shall provide for thirty (30) calendar days notice to the jurisdiction of any change, cancellation or lapse of such insurance coverage.

PROVIDER shall hold harmless and indemnify the jurisdiction from any and all loss, damage, claims, suits, judgments or recoveries which may be asserted, made or may arise or be had, brought or recovered against the jurisdiction arising and/or alleged to arise out of any claim or allegations alleging anti-trust violations and/or any negligent acts or negligent omissions of the PROVIDER, its employees, agents or subcontractors; and that the PROVIDER shall immediately appear and defend the same at its own cost and expense, provided that nothing shall be construed as indemnification for the negligence of the jurisdiction, its employees or agents.

10. Special Collections;

PROVIDER shall collect and dispose of all non-hazardous solid waste from all jurisdiction building, street containers, parks and other jurisdiction owned and occupied buildings used exclusively for governmental purposes and during agreed upon jurisdiction festivals or special events without charge to the jurisdiction.

11. Community Clean-Up Events;

PROVIDER shall assist the jurisdiction in offering a community clean-up program. The implementation of this community clean-up program shall be provided at no cost to the jurisdiction. All costs associated with the implementation, maintenance and servicing of the community clean-up program shall be the responsibility of the PROVIDER and be included in the solid waste collection rate. The community clean-up program shall include both spring and fall community clean-up events. The materials to be collected shall be restricted to only residential non-hazardous solid waste, no commercial solid waste will be accepted. PROVIDER shall provide the jurisdiction with a mutually agreed upon number of thirty (30) yard drop-boxes to be utilized for the collection,

transportation and disposal of the residential non-hazardous solid waste. Additional drop-boxes may be negotiated between the PROVIDER and the jurisdiction.

12. Collection Rates;

Rates and charges for residential non-hazardous solid waste collection shall be effective the 1st day of January and may be amended each January 1st thereafter, according to the increase in the Consumer Price Index, Pacific Cities and U.S. City Average, Urban Wage Earners and Clerical Workers Index, published by the Department of Labor Statistics based upon the total Consumer Price Index change for all items as compared from July to July statistics for the preceding twelve (12) months.

Rates and charges for commercial non-hazardous solid waste collection shall be effective the 1st day of January and may be amended each January 1st thereafter, according to the increase in the Consumer Price Index, Pacific Cities and U.S. City Average, Urban Wage Earners and Clerical Workers Index, published by the Department of Labor Statistics based upon the total Consumer Price Index change for all items as compared from July to July statistics for the preceding twelve (12) months.

13. Collection Rate Increases;

Any rate increase, requested by the PROVIDER shall be made in writing to the jurisdiction no later than August 1st of each year preceding the requested increase. No periodic increase in rates and charges to be paid the PROVIDER under the formula described above, shall become effective until reviewed and approved by the Jurisdictions. All periodic increases in rates shall become effective January 1st of each year following receipt by the Jurisdiction of a verified jurisdictional approved rate increase.

14. Urban Area Levels for Jurisdictions with Populations over 5,000;

- PROVIDER shall implement a residential curbside recycling program. The implementation of this curbside recycling program shall be provided at no cost to the Jurisdiction. All costs associated with the implementation, maintenance and servicing of the curbside recycling program shall be the responsibility of the PROVIDER and be included in the solid waste collection rate. The curbside recycling program will include three color-coded, stackable bins for designated recyclable materials. The items to be collected will be limited to those recyclable materials identified by the Douglas County Solid Waste Advisory Committee (SWAC) as Designated Recyclables.
- PROVIDER shall implement a community drop-off recycling program. The implementation of this community drop-off recycling program shall be provided at no cost to the Jurisdiction. All costs associated with the implementation, maintenance and servicing of the community drop-off recycling program shall be the responsibility of the PROVIDER and be included in the solid waste collection rate. The community drop-off recycling program shall consist of four (4) community recycling stations. Each station shall consist of a (30) cubic yard recycling box, which can be partitioned. Each station will be capable of receiving corrugated cardboard, newspaper, magazines and catalogs and computer printout

and white ledger paper The community recycling stations shall be in addition to the residential curbside recycling program defined above.

- PROVIDER shall implement a non-residential commercial recycling program. The implementation of this non-residential commercial recycling program shall be provided at no cost to the Jurisdiction. All costs associated with the implementation, maintenance and servicing of the non-residential commercial recycling program shall be the responsibility of the PROVIDER and be included in the solid waste collection rate. The non-residential commercial recycling program will be capable of collecting and recycling corrugated cardboard, newspaper, magazines and catalogs and computer printout and white ledger paper. The non-residential commercial recycling program shall be in addition to the residential curbside and community drop-off recycling programs defined above.
- All revenues generated by the sale of the designated recyclables from the residential curbside recycling program, community drop-off recycling program and non-residential commercial recycling program shall be the property of the Jurisdiction. Revenues generated by the sale of the residential curbside recycling program, community drop-off recycling program and non-residential commercial recycling program will be paid directly to the Jurisdiction by the processing facility.

15. Urban Area Levels for Jurisdictions with Populations under 5,000;

- PROVIDER recognizes the Jurisdictions source separation recycling program and the Jurisdictions right to continue, amend and modify its existing community recycling program. PROVIDER also recognizes that the Jurisdiction may enter into a separate agreement with the PROVIDER or a third party to operate the Jurisdiction's source separation recycling program.
- PROVIDER acknowledges that the Jurisdiction will be diverting from its residential non-hazardous solid waste stream designated recyclables as part of its source separation recycling program.
- PROVIDER acknowledges that all designated recyclables diverted from the residential non-hazardous solid waste stream is the property of the Jurisdiction.
- PROVIDER acknowledges that all revenues generated from the sale of the designated recyclables belong to the Jurisdiction. Revenues generated by the sale of the designated recyclables will be paid directly to the Jurisdiction by the processing facility.

C. URBANIZED AREA LEVELS

1. Douglas County Comprehensive Solid Waste Management Plan;

The following recommendation has been adopted by Douglas County, the Cities of Bridgeport, East Wenatchee and Rock Island and the Towns of Mansfield and Waterville and is contained within the *Douglas County Comprehensive Solid Waste Management Plan*:

- Establish a separate level of service for Douglas County residents residing within unincorporated areas of Identified Urban Growth Areas to allow those residents to sign up for solid waste collection services based upon the established levels of service provided by the adjoining municipal solid waste collection provider under contract with the municipal jurisdiction.

2. Urbanized Area Service;

- Those unincorporated areas of Douglas County which are identified within designated Urban Growth Boundary shall have the same level of service provided to them as provided for under contract to the municipal jurisdiction.
- PROVIDER shall be entitled to request, from the WUTC, a rate adjustment to cover the additional cost of providing an urban level of service within an unincorporated area of Douglas County.
- All provisions of Chapter 81.77 RCW, as overseen by the WUTC shall be in effect and must be met by the PROVIDER prior to providing the level of service identified.

D. RURAL AREA LEVELS

1. Douglas County Comprehensive Solid Waste Management Plan;

The following recommendation has been adopted by Douglas County and is contained within the *Douglas County Comprehensive Solid Waste Management Plan*:

- Give WUTC authority over the collection of source-separated recyclables within the unincorporated areas of Douglas County;
- Encourage voluntary non-hazardous solid waste collection throughout the unincorporated areas of Douglas County;
- Modify the Douglas County *Minimum Service Levels Ordinance* to establish a separate level of service for Douglas County residents residing within unincorporated areas of Identified Urban Growth Areas to allow those residents to sign up for solid waste collection services based upon the established levels of service provided by the adjoining municipal solid waste collection provider under contract with the municipal jurisdiction.
- Give WUTC authority for implementing the adopted Douglas County *Minimum Service Levels Ordinance*.

2. Rural Area Levels;

- PROVIDER shall implement a voluntary rural recycling program. The implementation of this voluntary rural recycling program shall be provided at no cost to Douglas County. All costs associated with the implementation, maintenance and servicing of the voluntary rural recycling program shall be the responsibility of the PROVIDER and be offered as an additional service that must be subscribed to by the customer for an additional fee. The voluntary rural recycling program will include three color-coded, stackable bins for designated

recyclable materials. The items to be collected will be limited to those recyclable materials identified by the Douglas County Solid Waste Advisory Committee (SWAC) as Designated Recyclables.

- PROVIDER acknowledges that if the WUTC authorizes a surcharge or reduced rate incentive based on a customer's participation in a voluntary curbside residential recycling program, customer participation in any other non-curbside recycling program approved by Douglas County shall be eligible for such incentives.
- All provisions of Chapter 81.77 RCW, as overseen by the WUTC shall be in effect and must be met by the PROVIDER prior to providing the level of service identified.

Douglas County, its elected and appointed officials, employees and agents do not warrant the accuracy, reliability or timeliness of any information contained in this website and shall not be held liable for any costs or losses of any kind caused by any reliance on such information.