



## ADMINISTRATIVE SERVICES COMMITTEE

### Agenda

Wednesday, May 8, 2013

3:30 pm

Madison Avenue Meeting Room  
500 SW Madison

- |                                    |   |
|------------------------------------|---|
| Discussion/ <b>Possible Action</b> | I. Republic Services Annual Report<br>(Attachment)                  |
| Discussion/ <b>Possible Action</b> | II. Republic Services Franchise Agreement Extension<br>(Attachment) |
| Information                        | III. Other Business   |

### **Next Scheduled Meeting**

Wednesday, May 22, 2013 at 3:30 pm

Madison Avenue Meeting Room, 500 SW Madison Ave

### **Agenda**

Visit Corvallis Third Quarter Report

Downtown Corvallis Association Third Quarter Report –  
Economic Improvement District

## MEMORANDUM

TO: Administrative Services Committee  
FROM: Mary Steckel, Public Works Director   
DATE: March 22, 2013  
SUBJECT: 2012 Republic Services of Corvallis Annual Report

### ISSUE

The solid waste franchise agreement between the City of Corvallis and Republic Services of Corvallis (Republic), formerly Allied Waste of Corvallis, requires that an annual report be submitted to the City by March 1<sup>st</sup> of each year. This Annual Report (Attachment A) is a summary of the company's operations for the year ending December 31, 2012.

### BACKGROUND

The 10-year franchise agreement with Republic gives the company exclusive rights to collect and transport solid waste within the city limits and to earn a reasonable rate of return. The agreement requires specific services, including garbage collection, curbside recycling, public education on recycling or reuse issues, and special collection events. Republic pays the City a franchise fee equal to 5% of the company's annual cash receipts for customers within the city limits.

### DISCUSSION

#### Report Review

Public Works reviewed the Annual Report to ensure that it contains all of the information required by the franchise agreement. In addition, the Finance Department performed an unaudited evaluation (Attachment B) of the financial information presented in the report.

In 2012, Republic's cost of operations decreased \$185,000 compared to 2011. This is attributed mainly to a reduced number of major fleet repairs such as truck engines and transmissions. A change in management structure and vacant positions resulted in a decrease of over \$200,000 in Salaries, General, and Administrative (SG&A) expenses. With these lowered expenses, Republic was able to derive a 7.9% net income as a percent of sales (NIPS) for 2012. This compares to 5.6% for 2011.

In 2012, Republic approached the City and requested a rate increase of 9%. Staff could not support an increase of 9%, but supported a 6% increase based on increased diesel fuel prices since the last rate increase in 2009. From the financial projections Republic provided (Attachment C) during the 2012 rate increase review, the 6% rate increase would result in an NIPS of 4.9% for 2012. Republic's actual 2012 NIPS of 7.9% represents an increase of over 60% compared to their projection. For the last 12 years, Republic's average NIPS is 7.8%.

#### *Net Income as a Percentage of Sales*

2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	Ave.
8.7%	8.3%	9.6%	6.9%	7.1%	8.4%	8.3%	8.5%	7.4%	6.5%	8.3%	5.6%	7.9%	7.8%

The projection vs. actual situation is difficult for staff to reconcile after a rate increase has occurred. Even though Republic's actual NIPS for 2012 is within historical ranges, staff is concerned about the lack of accuracy in Republic's projections. This, along with other reasons, has prompted staff to work with Republic to develop a different process for rate increases. The new proposed system that will be taken to the City Council involves an automatic increase based on the Consumer Price Index (CPI) and price increases at solid waste disposal sites. A similar process has been adopted by the City of Albany and is being considered by Benton County.

### Recycling Highlights

The State has established waste recovery goals for each watershed. For Benton County, the goal is 50%. The most recent recycling rate for Benton County reported by the Oregon Department of Environmental Quality (DEQ) is 44.3% for 2011, a 1.2% decrease compared to 2010. This number includes the recycling reported by Republic along with data from other recyclers (i.e., scrap metal and bottle deposits) and various disposal sites. The official calculation for 2012 will be available from the DEQ in late Fall 2013 or early 2014.

Detailed recycling reporting on pages 18-23 of the annual report provides baseline information by material type to help guide future program enhancements or changes.

#### *Plastic Film*

The addition of plastic film to the recycling depot in 2008 has provided residents of Corvallis another place to recycle plastic grocery bags in addition to all other forms of plastic film such as bread bags and shrink wrap. In 2012, 34 tons (68,000 lbs) of plastic film was collected at the recycling depot, the most since the program was started. That's equivalent to over six million plastic grocery bags. Since 2008, a total of 96.52 tons has been collected, or 17.5 million plastic grocery bags.

#### *Yard Debris and Food Waste*

In June 2010, Republic enhanced the vegetative food waste program to allow all food waste, including proteins (meat, eggs, dairy), resulting in full organics collection. Residential tonnage from organics collection rose again in 2012 to 9,009 tons, a 4.8 increase compared to 2011. Food waste collection from commercial locations such as restaurants was flat in 2012 with 359 tons collected, a 1% decrease compared to 2011. Staff, Republic, Benton County, and OSU have met several times to brainstorm ways to increase the local recovery rates and increasing commercial food waste collection was identified as an accessible opportunity. Republic has done the following outreach and activities to increase participation in commercial food waste recovery:

#### *2010*

- Letters went to 50 commercial food waste generators who would be likely participants.
- Follow-up calls were made to the generators.

#### *2011*

- Valley Catering, Coffee Culture & some restaurants in the Memorial Union joined the program.
- Additional carts were delivered to OSU Catering to handle larger amounts of food waste.
- Food waste and compostables were collected from large events at the CH2MHill Alumni Center. Republic Services & the Corvallis Sustainability Coalition worked together to provide guidelines for collecting food scraps in the kitchen.
- Market of Choice became one of the largest providers of food waste.

#### *2012*

- Waste Audits at Benton County locations facilitated collection of food scraps from those buildings.
- Downtown waste audit in the blocks surrounding American Dream Pizza, Francescos, and Spice and Ice helped determine a need for participation.
- Continued work with the Corvallis School District making it possible for three schools to participate in the program. Republic anticipates more schools coming on in the Fall of 2013.

#### *2013*

- Survey postcards will go to all restaurants and grocery stores in April.
- Republic's Recycling Coordinator will follow-up with survey respondents in summer 2013.

*Spring Recycling Event*

Participation in the Spring Recycling Event has decreased in the last few years and the trend continued in 2012. Republic believes this may be due to the additional materials such as scrap metal and electronics being collected at their recycling depot and the implementation of weekly organic debris service.

*Household Hazardous Waste (HHW) Events*

The four 2012 HHW events saw a large 36% decrease in customer attendance resulting in 5% less material collected when compared to 2011. A breakdown of the types and amounts of materials is provided on page 23 of the Annual Report.

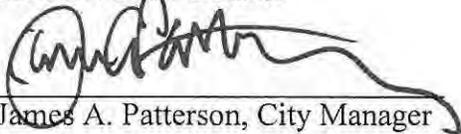
Coming in 2013

Republic wants to convert its truck fleet from diesel to compressed natural gas (CNG). CNG has many advantages over diesel such as lower cost, less emissions, and quieter engines. To convert to CNG, Republic has asked for an extension of the current franchise agreement for an additional five years to allow them to recoup planned conversion costs. Staff will be bringing a proposed extension to the City Council including new language for the rate adjustment process. Republic also plans to continue investigating the feasibility of incorporating new materials into commingled recycling.

**RECOMMENDATION**

No action is necessary; this report is for information only.

Reviewed and Concur:



James A. Patterson, City Manager

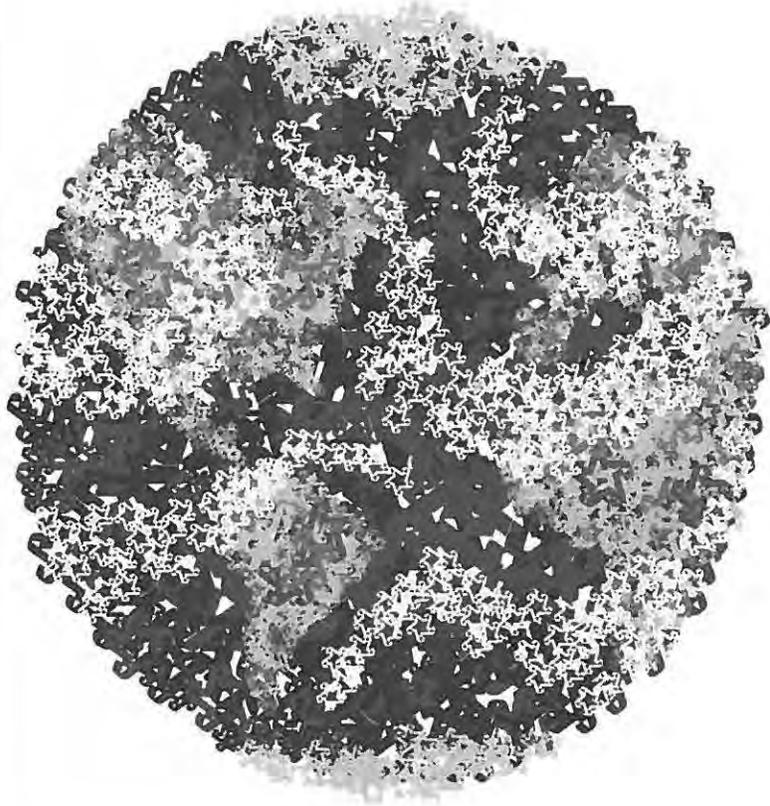


Nancy Brewer, Finance Director

Attachments:

- Attachment A - 2012 Republic Services of Corvallis Annual Report
- Attachment B - Finance Review of Annual Report
- Attachment C - Republic Services 2012 Rate increase submittal

2012  
Annual  
Report ~  
Corvallis



Enclosed is the Annual Report for Republic Services of Corvallis outlining the services provided to the City of Corvallis.





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## LETTER FROM MANAGEMENT

March 1, 2013

Mayor Julie Manning  
Members of the  
Corvallis City Council  
City of Corvallis Staff



I am pleased to present the annual report for Republic Services within the City of Corvallis.

Here are a few highlights from 2012:

- In 2012 we began the transition to the Republic Services brand which will continue into 2013.
- *Collaboration Corvallis* brought to our attention the need to respond to the accumulation of discarded materials littering neighborhoods surrounding the OSU campus, particularly during student move in and move out. By empowering drivers to become our eyes and ears, we were able to identify and remove discards promptly. Over 12 tons of discards were removed from Corvallis streets as a result. We pride ourselves in being able to respond quickly with solutions in partnership with the City of Corvallis.
- 2012 marked the seventh year of coordinating the Master Recycler program. Over 120 people have completed this free program. Graduates are now "paying back" to the community by volunteering and developing programs to reduce waste.
- During 2012, we embarked on a mission to improve the customer experience by tracking various categories of inbound calls. With a better understanding of the types of requests our customers make, we can proactively provide information and solutions to our customers.
- While maintaining an excellent safety record, we continued to improve in all of our efficiency metrics in 2012. More residents were serviced for each hour worked, more commercial waste was collected for each hour worked and each drop box was hauled in less time than in 2011. Efforts to maintain and improve efficiency help us to provide quality service at a reasonable price, benefiting the citizens of Corvallis.

We are proud of our partnership with Corvallis and look forward to our continued excellence together. I appreciate your comments and suggestions as you review this report. Feel free to contact me anytime at 541-754-0445.

Best Regards,

Gary Blake  
General Manager  
Republic Services of Corvallis



## SUMMARY OF SERVICES

FIGURE 1 – NUMBER OF CUSTOMERS RECEIVING SERVICE INDICATED

	2011	2012
<b>Residential</b>		
Cans	68	56
20 Gal Cart	421	383
35 Gal Cart weekly	8,103	8,143
35 Gal Cart bi-weekly	998	1,061
64 Gal Cart	1,942	1,917
90 Gal Cart	801	771
On-Call	179	172
<b>Total Residential</b>	<b>12,512</b>	<b>12,503</b>
<b>Commercial</b>	<b>1,209</b>	<b>1,249</b>
<b>Industrial</b>	<b>136</b>	<b>82</b>

*\*Residential recycling customers in city limits: 12,483*

*\*Residential mixed organic waste customers in city limits: 11,930*

*\*Solid Waste Disposal Site – Coffin Butte Landfill*





## FRANCHISE FEES & PAYMENTS

*\*rounded to nearest dollar for presentation*

FIGURE 3 – 2012 & 2011 RECEIPTS & FRANCHISE FEE PAYMENTS

CURRENT YEAR 2012			PRIOR YEAR 2011		
Month	Receipts	Fee Paid	Month	Receipts	Fee Paid
Jan-12	\$537,626	\$26,881	Jan-11	\$566,222	\$28,311
Feb-12	\$603,198	\$30,160	Feb-11	\$582,565	\$29,128
Mar-12	\$569,505	\$28,475	Mar-11	\$593,368	\$29,668
Apr-12	\$609,852	\$30,493	Apr-11	\$597,605	\$29,880
May-12	\$572,763	\$28,638	May-11	\$570,687	\$28,534
Jun-12	\$622,598	\$31,130	Jun-11	\$625,015	\$31,251
Jul-12	\$580,522	\$29,026	Jul-11	\$578,466	\$28,923
Aug-12	\$631,616	\$31,581	Aug-11	\$639,200	\$31,960
Sep-12	\$594,444	\$29,722	Sep-11	\$585,556	\$29,278
Oct-12	\$624,826	\$31,241	Oct-11	\$623,516	\$31,176
Nov-12	\$588,542	\$29,427	Nov-11	\$590,367	\$29,518
Dec-12	\$645,388	\$32,269	Dec-11	\$632,547	\$31,627
<b>TOTAL</b>	<b>\$7,180,878</b>	<b>\$359,044</b>	<b>TOTAL</b>	<b>\$7,185,115</b>	<b>\$359,256</b>

FIGURE 4 – 2012 & 2011 RECYCLE RECEIPTS & FRANCHISE FEE PAYMENTS

CURRENT YEAR 2012			PRIOR YEAR 2011		
Month	Receipts	Fee Paid	Month	Receipts	Fee Paid
Jan-12	\$29,892	\$1,495	Jan-11	\$36,829	\$1,841
Feb-12	\$23,381	\$1,169	Feb-11	\$36,634	\$1,832
Mar-12	\$28,208	\$1,410	Mar-11	\$42,270	\$2,113
Apr-12	\$31,610	\$1,580	Apr-11	\$45,336	\$2,267
May-12	\$29,377	\$1,469	May-11	\$41,940	\$2,097
Jun-12	\$26,450	\$1,322	Jun-11	\$45,283	\$2,264
Jul-12	\$22,769	\$1,138	Jul-11	\$39,705	\$1,985
Aug-12	\$15,034	\$752	Aug-11	\$46,177	\$2,309
Sep-12	\$10,109	\$505	Sep-11	\$42,162	\$2,108
Oct-12	\$33,639	\$1,682	Oct-11	\$44,107	\$2,205
Nov-12	\$30,506	\$1,525	Nov-11	\$31,290	\$1,565
Dec-12	\$22,906	\$1,145	Dec-11	\$31,237	\$1,562
<b>TOTAL</b>	<b>\$303,880</b>	<b>\$15,194</b>	<b>TOTAL</b>	<b>\$482,970</b>	<b>\$24,149</b>

*\*reductions in commodity pricing is reflected in a decreased total for 2012*



FIGURE 5 – 2012 & 2011 MEDICAL RECEIPTS & FRANCHISE FEE PAYMENTS

CURRENT YEAR 2012			PRIOR YEAR 2011		
Month	Receipts	Fee Paid	Month	Receipts	Fee Paid
Jan-12	\$7,974	\$399	Jan-11	\$3,421	\$171
Feb-12	\$7,033	\$352	Feb-11	\$10,556	\$528
Mar-12	\$8,227	\$461	Mar-11	\$7,774	\$389
Apr-12	\$6,940	\$347	Apr-11	\$9,766	\$488
May-12	\$7,484	\$374	May-11	\$6,467	\$323
Jun-12	\$6,870	\$343	Jun-11	\$9,193	\$460
Jul-12	\$9,006	\$450	Jul-11	\$7,199	\$360
Aug-12	\$7,501	\$375	Aug-11	\$5,951	\$298
Sep-12	\$6,421	\$321	Sep-11	\$7,685	\$384
Oct-12	\$6,572	\$329	Oct-11	\$7,645	\$382
Nov-12	\$6,525	\$326	Nov-11	\$7,259	\$363
Dec-12	\$6,619	\$331	Dec-11	\$5,627	\$281
<b>TOTAL</b>	<b>\$87,173</b>	<b>\$4,409</b>	<b>TOTAL</b>	<b>\$88,542</b>	<b>\$4,427</b>

FIGURE 6 – COMPARISON OF FRANCHISE FEES PAID

Years	City of Corvallis Receipts	Franchise Fee Paid	Percent Change
1997-98	\$4,361,494	\$218,075	
1999*	\$4,502,824	\$225,144	3.2
2000	\$5,158,146	\$257,921	14.6
2001	\$5,217,607	\$260,880	1.15
2002	\$5,246,287	\$262,314	0.6
2003	\$5,271,952	\$263,598	0.5
2004*	\$5,264,319	\$263,216	-0.1
2005*	\$6,089,698	\$304,485	15.7
2006*	\$6,668,284	\$333,360	9.5
2007*	\$6,804,766	\$340,238	2.1
2008	\$6,860,594	\$343,030	0.8
2009*	\$6,910,493	\$345,523	0.7
2010	\$7,015,709	\$366,939	6.2
2011	\$7,756,627	\$387,831	5.7
2012*	\$7,571,932	\$378,597	-2.4

\*Indicates rate increases 7/1999, 9/2004, 9/2005, 10/2006, 11/2007, 5/2009, & 10/2012

\*\*Prior to 2011 fees paid on recycling receipts were not included



## FINANCIAL OVERVIEW

### REVENUE, EARNINGS, & EXPENSES

#### SUMMARY

In 2012, operations within the City of Corvallis improved margin despite having to overcome a significant fall in commodity prices. An October price increase along with cost management in key functional areas drove the improvement in financial performance. In total, operating margin improved 230 basis points to 7.9%. Though current profitability levels remain below our historic operating range, we are striving to do all we can to improve our operating efficiencies and reduce costs.

#### REVENUE

Revenues in 2012 declined 1.7% due to weakening commodity prices. The 6% price increase implemented in October helped offset some, but not all, of the commodity decline.

#### OPERATIONS EXPENSE

The total cost of operations decreased 3.3% versus 2011. Significantly improved maintenance spend and labor management accounted for the majority of the improvement.

- Labor costs decreased 6%, driven by productivity improvements in all three lines of business.
- Repairs and maintenance costs decreased 22%. The decrease is mostly a product of significant major repairs that occurred in 2011. We experienced a more typical year in 2012 with respect to engine and transmission rebuilds.
- Vehicle operating costs increased 6%. Fuel is the primary cost driver in this category. Our average fuel rate in 2012 was \$3.51 compared to \$3.40 per gallon in 2011.
- Facility expenses decreased \$6k or 3% due to consolidation of operations with the City of Dallas operations. The consolidation resulted in charging a portion of fixed overhead to Dallas operations.

#### COST MANAGEMENT

*Productivity improvements in all three lines of business drove a 6% decrease in labor.*

*Maintenance expense decreased 22% year over year, due to the*

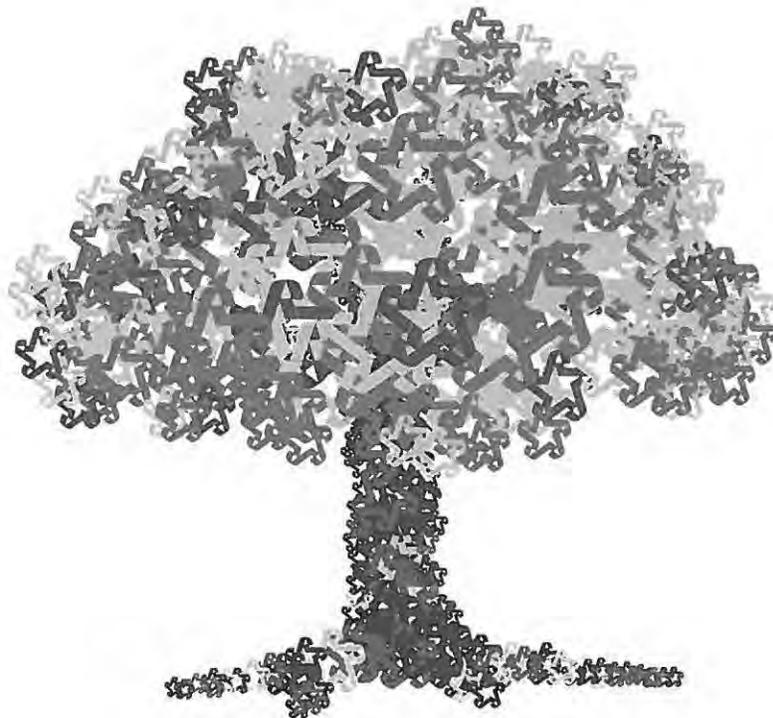


- Safety, insurance and claims increased 20% from prior year. In 2012 we experienced an increase in number of claims, driving costs up \$50k compared to 2011. This will be an area of continued focus in 2013.
- Disposal/Recycling costs increased 2%, driven mostly by CPI adjustments at Coffin Butte.
- Franchise fees declined \$9k or 2%, consistent with the decline in revenue.
- Depreciation decreased \$23k as some collection vehicles became fully depreciated before the end of the year.

#### SALARIES & GENERAL ADMINISTRATIVE EXPENSE

---

Salaries and administrative expenses decreased 19% when compared to 2011. Much of this decrease is attributed to the absence of a General Manager for the first half of the year and the elimination of an assistant general manager position. Rent and office expense also decreased as a result of sharing the administrative facility costs with the City of Dallas. Professional fees decreased due to the absence of any recruiting expenses in 2012. In 2013, with a General Manager employed for a full year, SG&A expense is expected to return to near 2011 levels.





## BALANCE SHEET



FIGURE 6.1 – COMPANY TOTAL- ASSETS – AS OF DECEMBER 31, 2012

	2012	2011
<b>ASSETS</b>		
Current Assets		
Cash	-	-
Net Trade Receivables	904,347	773,368
Other Receivables	637	2,500
Prepaid Expenses	52,565	59,091
Inventories	70,856	46,703
Deposits	-	-
<b>Total Current Assets</b>	<b>1,028,405</b>	<b>881,662</b>
Property & Equipment		
Buildings & Improvements	-	-
Vehicles & Equipment	5,447,111	3,937,497
Containers & Compactors	2,129,668	1,467,432
Furniture & Fixtures	41,871	36,087
Computer Equipment	34,823	34,733
Accumulated Depreciation	(3,672,974)	(2,096,497)
<b>Total Property &amp; Equipment</b>	<b>3,980,499</b>	<b>3,553,521</b>
Goodwill		
<b>Total Assets</b>	<b>5,008,904</b>	<b>4,260,915</b>



FIGURE 6.2 – COMPANY TOTAL – LIABILITIES &amp; EQUITY – AS OF DECEMBER 31, 2012

	2012	2011
<b>LIABILITIES &amp; EQUITY</b>		
<b>Current Liabilities</b>		
Accounts Payable	161,700	111,642
Accrued Liabilities	185,091	207,359
Unearned/Deferred Revenue	-	-
<b>Total Liabilities</b>	<b>346,791</b>	<b>319,002</b>
<b>Stockholder's Equity</b>		
Intercompany Accounts <sup>1</sup>	(1,177,403)	(2,771,681)
Common Stock	-	-
Additional Paid-in Capital	-	-
Retained Earnings (Beginning)	3,941,914	5,007,548
Current Year Earnings	1,897,603	1,706,047
Other Inc. (Dec) - R/E	-	-
<b>Total Stockholder's Equity</b>	<b>4,662,113</b>	<b>3,941,914</b>
<b>Total Liabilities &amp; Equity</b>	<b>5,008,904</b>	<b>4,260,915</b>





## INCOME STATEMENT

FIGURE 7 – OPERATIONS RELATED TO THE CITY OF CORVALLIS – YEAR ENDING DECEMBER 31, 2012

	2012	2011
<b>Revenue</b>	\$7,377,812	\$7,501,760
<b>Cost of Operations</b>	\$5,458,652	\$5,644,205
<b>Gross Profit</b>	\$1,919,160	\$1,857,555
<b>Salaries, General and Administrative</b>	\$942,268	\$1,161,031
<b>Operating Income</b>	\$ 976,891	\$ 696,524
<b>Provision for Income Taxes</b>	\$ 390,757	\$ 278,610
<b>Net Income</b>	\$ 586,135	\$ 417,914
<b>Net Income as a Percent of Sales</b>	7.9%	5.6%





FIGURE 8 – SCHEDULE OF DIRECT EXPENSES

	2012	2011
<b>COST OF OPERATIONS</b>		
<i>Labor</i>	1,611,637	1,717,246
<i>Repairs and Maintenance</i>	441,402	568,365
<i>Vehicle Operating Costs</i>	567,269	536,639
<i>Equipment Rent</i>	-	-
<i>Facility Operating</i>	189,988	195,755
<i>Safety, Insurance and Claims</i>	299,409	249,082
<i>Disposal / Recycling Purchases</i>	1,378,614	1,349,361
<i>Franchise Fees</i>	374,238	383,790
<i>Other Operating Costs</i>	96,607	121,503
<i>Depreciation</i>	499,487	522,464
<b>TOTAL COST OF OPERATIONS</b>	<b>\$ 5,458,652</b>	<b>\$ 5,644,205</b>
<b>SALARIES, GENERAL &amp; ADMINISTRATIVE</b>		
<i>Salaries</i>	238,550	357,840
<i>Rent and Office Expense</i>	157,690	224,730
<i>Travel and Entertainment</i>	21,882	31,248
<i>Professional Fees</i>	46,177	74,989
<i>Bad Debt Expense</i>	47,406	29,969
<i>Management Services</i>	276,292	272,064
<i>Other Expenses</i>	154,270	170,192
<i>Depreciation</i>	-	-
<b>TOTAL SALARIES, GENERAL &amp; ADMINISTRATIVE</b>	<b>\$942,268</b>	<b>\$ 1,161,032</b>

\*Does not include franchise fees paid from Bio-Med of Oregon. This will be the difference from the franchise fee summary table on page 6.





## STATEMENT OF CHANGES IN FINANCIAL POSITION

FIGURE 9 – COMPANY TOTAL – STATEMENT OF CASH FLOWS – YEAR ENDING DEC. 31, 2012

<b>Cash provided from (used for) Operations:</b>		
Net Income		1,897,603
<b>Non-cash operating expenses:</b>		
Depreciation & Amortization	944,430	
Allowance for doubtful accounts	85,427	
Add: Total non-cash operating expenses		1,029,857
<b>Change in operating Assets &amp; Liabilities</b>		
Accounts Receivable	130,978	
Other Receivable	(1,863)	
Prepaid Expenses	(6,526)	
Inventories	24,153	
Payables	(50,057)	
Accrued Liabilities	22,268	
Deferred Revenue	-	
Add: Total change in operating assets & liabilities		118,953
Cash provided by net operating activities		3,046,413
<b>Cash provided from (used for) Investing Activities:</b>		
Fixed Assets	(283,140)	
Goodwill	-	
Intercompany Obligations	(2,763,273)	
Cash provided from (used for) investing activities		(3,046,413)
<b>Cash provided by (used for) Financing Activities:</b>		
(Prior period adjustment associated with Republic purchase of Allied Waste)		-
<b>Increase (Decrease) in cash</b>		-

\* The Cash Flow Statement represents Cash Flows from all operations of Republic Services of Corvallis, not just the City of Corvallis



## 2012 TRENDS

### OPERATIONS

The operations team focused on several areas in 2012:

- Safety is always the top priority for Republic Services. Employees receive more than 13 hours of formal training each year, including a monthly tail-gate meeting focusing on one of the Focus 6 safety priorities. Supervisors conduct regular route audits to observe drivers on the job. All employees from the top down are reminded of the need to put safety first.

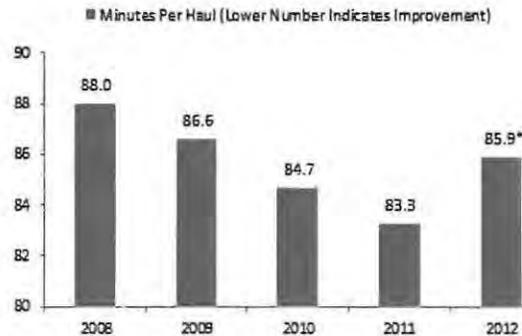


- Efficiency Improvement – Republic Services is dedicated to providing the most efficient service possible, always keeping safety, customer service and collection costs in mind for the communities we serve. In 2012, more customer carts were picked up, more yards per hour were collected and drop boxes were hauled in fewer minutes than in 2011.

### OPERATIONAL EFFICIENCY

#### PRODUCTIVITY IMPROVEMENT

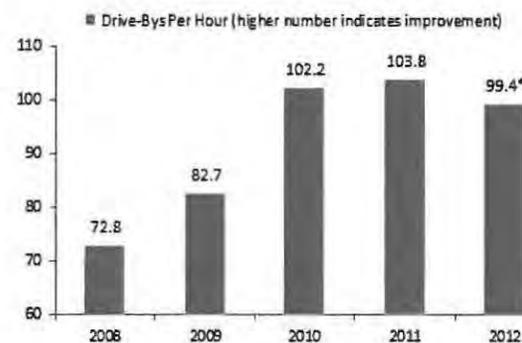
##### Industrial Minutes / Haul



##### Commercial Yards / Hour



##### Residential Drive-Bys / Hour



\* Customers and routes from A/W of Dallas were merged with Corval operations in 2012 driving productivity numbers down but actually increasing operations efficiencies



- **Facility** – We maintained the knowledgeable and courteous staff at the recycle center located on the back of our lot. It is open from 7 a.m. to 7 p.m. daily. Staff is available to assist residents with bulky items and insure an uncontaminated recycle stream. Customers appreciate the many materials that can be dropped off at the center, including the addition of holiday light strings in 2011 & 2012. A 2013 Calendar of events is displayed on the informational kiosk at the recycle center.
- **Fleet Maintenance** – We continue to employ earth friendly tactics to reduce our impact on the environment. Utilizing biodegradable hydraulic fluids to eliminate pollution from roads to waterways, installing automatic five-minute idle shut off mechanisms and diesel oxidation catalysts to reduce particulates are a few of the ways we work to reduce pollutants.

## CUSTOMER SERVICE

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We pride ourselves on being able to help each and every customer in a convenient and helpful way. Customers are able to contact us in a variety of ways designed to accommodate their needs. Each phone call is answered by a live and local customer service representative. Emails are also answered by local CSR's and additional information is available through our website. Payment options are available by phone and online 24/7. The option to receive paperless invoices is now available which is appreciated by our local customers. On a monthly basis, Customer Service Representatives are "secret shopped" over the phone via recorded conversations that ensure service quality and tone remains at the highest standards. They are graded on approximately 30 different criteria and are trained to provide the best customer service possible. Our local CSR's had an average score of 98% during 2012 and were ranked sixth out of the 100 Republic Services call centers nationwide. In addition, Republic customers are randomly surveyed over the phone or by email.

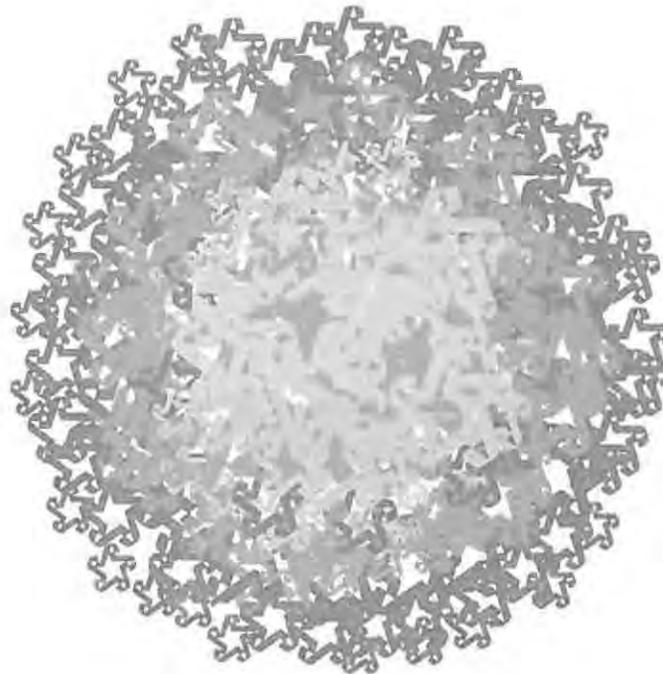


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**FOCUS FOR 2013**

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- Safety is and will always be a top priority for us. We dedicate many hours for each employee to receive formal safety training including defensive driver training, monthly focus on preventing the top 6 most frequent accidents and supervisor observations with each driver multiple times per year to assess and coach safety improvements.
- Route efficiency improvement challenges us to identify routes that have become less efficient and through re-routing we are able to improve productivity. This ongoing scrutiny ensures that we are operating in the most efficient manner possible, ensuring our operating costs are as low as possible.
- Improving the customer experience will be a large area of focus for us in 2013. By analyzing the reasons for customer calls, we've been able to identify some trends that will allow us to proactively provide the best customer service possible.
- We will continue to work with the City of Corvallis and Benton County to evaluate opportunities to improve our watershed's recovery rate and achieve the goal of 50% and beyond.
- Continued promotion of organic waste composting and related customer education remains a focus item for 2013.





## CAPITAL EXPENDITURES AND INVESTMENT IN CORVALLIS

FIGURE 10 – CAP-EX – 2012 ACTUAL & 2013 BUDGETED

<b>2012 Capital Items and Descriptions</b>	<b>Cost</b>
Industrial Drop Boxes & Commercial Containers	\$116,500
MSW, Recycling, & Yard Debris Carts	\$75,500
Truck Scales for DOT Compliance	\$33,500
Container Trailer	\$15,000
Shop Equipment	\$11,000
Recycle Glass Bins	\$7,000
Leaf Collection 'Clam Shell' attachment for loader	\$4,500
Driver Communication Radios	\$2,500
<hr/>	
<b>2013 Budgeted Capital Items and Descriptions</b>	<b>Cost</b>
Collection Trucks	\$4,172,224
<i>Industrial Roll-off, Commercial Front Load, &amp; Residential Side Load</i>	
Industrial Drop Boxes & Commercial Containers	\$85,325
MSW, Recycling, & Yard Debris Carts	\$79,364
Network Telephone Equipment	\$74,260
On Site CNG Filling Facility and Infrastructure	TBD





## RECYCLING

FIGURE 11 – TONS RECYCLED BY COMMODITY TYPE

COMMODITY	Total 2011	2012 Curbside	2012 Depot/ Commercial	Total 2012	Change (%)
Wood Waste	756	-	435	435	-42
Yard Debris (including leaves)	11,291	9,009	2,453	11,462	2
Cedar Shavings	163	-	179	179	10
Cardboard	3,207	-	3,370	3,370	5
Office Paper <sup>1</sup>	185	-	60	60	-68
Newspaper	-	-	-	-	-
Commingled <sup>2</sup>	6,692	5,320	1,898	7,218	8
Electronics	149	-	126	126	-15
Food Waste <sup>3</sup>	362	-	359	359	-1
Plastic Film	29	-	34	34	18
Container Glass	1,160	575	527	1,102	-5
Scrap Metal	289	-	255	255	-12
Motor Oil (truck fuels)	11	-	31	31	182
Batteries <sup>4</sup>	17	-	9	9	-47
Concrete	603	-	99	99	-84
Construction & Demolition (C&D)	514	-	292	292	-43
<b>Total Recycle Tons</b>	<b>25,429</b>	<b>14,904</b>	<b>9,905</b>	<b>25,031</b>	<b>-1.6%</b>
<b>Total Landfill Tons</b>	<b>46,467</b>			<b>39,759</b>	<b>-14.4%</b>
<b>TOTAL WASTE</b>	<b>71,895</b>			<b>64,790</b>	<b>-9.9%</b>

1. The ease of commingling office paper in commercial settings amounts to a reduction in office-paper only collection.
2. Presentations by Recycling Coordinator, Emily Phillips, increasing awareness in the community.
3. Anticipate growth in 2013 commercial food waste as Philomath and other jurisdictions make this service available.
4. Additional drop-off locations for household battery recycling contribute to a lower total this year.





FIGURE 12 – RESIDENTIAL CURBSIDE MSW & RECYCLE TONS BY MONTH

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
<b>Woodwaste (WW)</b>													
<b>Cedar Shavings (CS)</b>													
<b>Municipal Solid Waste (MSW)</b>	1,484	1,455	1,070	1,089	1,030	887	1,114	1,099	1,016	1,151	1,173	1,059	13,626
Leaves	183									80	1,630	560	2,453
Yard Debris (YD)	428	391	441	1,042	1,365	982	883	618	539	640	780	473	8,582
<b>Food Waste (FW)</b>													
<b>Cardboard (CB)</b>													
<b>Office Paper (OP)</b>													
<b>Newsprint (NP)</b>													
<b>Comingle (CO)</b>	548	404	429	436	353	417	488	479	459	527	524	504	5,568
Glass (GL)	55	56	42	43	53	38	40	55	44	42	48	54	569
<b>Metal</b>													
<b>e-Waste</b>													
Motor Oil (MO)	5.97	6.0	5.0			1.17	2.39	0.48	0.8	3.0	2.0	3.0	31.1
<b>Household Hazardous Waste (HHW)</b>													
Batteries (Batt)													
Concrete													
Paint													
<b>Plastic Film (PF)</b>													
<b>Total - All Tons</b>	2,703	2,311	1,987	2,611	2,802	2,325	2,528	2,251	2,058	2,443	4,157	2,654	30,829

**Disposal Sites**

- GL = glass      Coffin Butte Landfill (roadbase)
- Metal      Cherry City / Metro Metals
- MSW = municipal solid waste      Coffin Butte Landfill
- CB = cardboard      Source Recycling
- OP = office paper      Source Recycling
- NP = newsprint      Source Recycling
- CO = commingle      Source Recycling
- e-Waste      ECS, Reganysis
- Paint      Habitat ReStore
- PF= PlasticFilm      SP Recycling
- CS = cedar shavings      Heeter Farm
- MO = motor oil      Safety Kleen
- Concrete      Knife River
- WW = wood waste      PRC
- FW = food waste      PRC
- YD = yard debris      PRC
- HHW =
- Household hazardous waste      PCS





FIGURE 13 – RECYCLE DEPOT TONS BY MONTH

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Woodwaste (WW)													
Cedar Shavings (CS)													
Municipal Solid Waste (MSW)													
Yard Debris (YD)				59									59
Food Waste (FW)													
Cardboard (CB)	21	26	12	12	14	14	18	18	20	28	10	21	214
Office Paper (OP)													
Newsprint (NP)													
Comingle (CO)	19	16	28	28	18	33	38	31	36	35	28	34	344
Glass (GL)	44	43	44	42	45	49	58	52	47	58	26	24	532
Metal	19	7	10	29	24	29	16	23	16	67	14	-	255
e-Waste	10	10	10	19	11	8	13	5	7	11	9	12	125
Motor Oil (MO)													
Household Hazardous Waste (HHW)	-	11			17			32			32		92
Batteries (Batt)					4						5		9
Concrete													
Paint													
Plastic Film (PF)	3	3	2	3	4	1	5		5		4	5	34
Construction & Demo													
Total - All Tons	116	16	106	192	137	134	148	160	140	198	128	96	1,671

\*Commercial Glass is mixed with Depot Glass – All volume is on the depot chart

FIGURE 14 – COMMERCIAL RECYCLE TONS BY MONTH

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Woodwaste (WW)	52	58	47	51	53	32	23	55	13	13	18	22	435
Cedar Shavings (CS)	5	5	7	7	9	6	10	12	6	35	49	28	179
Yard Debris (YD)	50	43	44	32	28	20	38	29	11	40	13	10	368
Municipal Solid Waste (MSW)	2,016	1,875	2,115	2,591	2,403	2,338	2,346	2,282	1,920	2,245	2,121	1,882	26,134
Food Waste (FW)	28	25	41	33	33	30	23	32	24	28	39	23	359
Cardboard (CB)	284	262	282	287	256	212	242	233	225	283	314	277	3,158
Office Paper (OP)	8	6		7	7		7	5	6	6	8		60
Newsprint (NP)													
Comingle (CO)	77	105	106	95	82	106	100	104	109	132	156	134	1,306
Glass (GL)													
Metal													
e-Waste													
Motor Oil (MO)													
Household Hazardous Waste (HHW)													
Batteries (Batt)													
Concrete		11		3	25	5				16	10	29	99
Paint													
Plastic Film (PF)													
Construction & Demo	21	30	18	37	58	37	33	28	-	-	16	13	291
Total - All Tons	2,541	2,420	2,661	3,143	2,954	2,786	2,822	2,780	2,314	2,798	2,644	2,418	32,281



**ANNUAL EVENTS** SPRING RECYCLE EVENT



Totals below reflect yard debris, wood waste, and scrap metal at the 2012 Spring Recycle Event. Nearly 99% of the inbound volume was recycled or collected for reuse. Habitat for Humanity was on site during the Spring Recycle Event to collect usable household furnishings and building materials. This event is promoted in customer newsletters, on billing statements, on the Republic Services web site and in the Gazette Times.

**FIGURE 15 – SPRING RECYCLE EVENT CUSTOMER NUMBERS**

Locations	2011 Customer Count	2012 Customer Count	% Change
CDC South Lot	864	862	6%
CDC North Lot	400	N/A	-100%
<b>Total</b>	<b>1,264</b>	<b>862</b>	<b>-30%</b>

Material Collected	2011 Tons	2012 Tons	% Change
Metal	35	16	-55%
Yard Debris/ Wood	139	59	-42%
Electronics	N/A*	N/A	N/A
<b>Total</b>	<b>174</b>	<b>75</b>	<b>-46%</b>

*Implementation of the Oregon e-Cycles program in 2009 has decreased the electronic waste collected at events. Electronic waste is collected seven days a week at the Waste Recycle Depot, making it more convenient for area residents to recycle these materials throughout the year. For this reason we no longer track e-waste at events.*



COMPOST WORKSHOPS

Republic Services held two Compost Workshops in 2012. The first workshop took place in May and the second in September. Both workshops were held at the Saturday Farmers Market. Many stopped by to ask compost questions at both Compost Workshops, where approximately 250 people were served. People came to learn about and discuss composting as well as the residential mixed organics program. Informational handouts regarding the do's and don'ts of residential mixed organics program were distributed at the booth. Both events were staffed by Republic Services and Linda Brewer, OSU Extension Service Compost Specialist.



LEAF AND CHRISTMAS TREE COLLECTION

Leaves were collected October through December. 2,453 tons of leaves and were collected and delivered to area residents and farms upon request for composting. Christmas trees were picked up curbside and at a drop off box at the Republic Services office and were processed at Pacific Region Compost.

**Household Hazardous Waste Collection**

*We held four collection events in 2012. We promote these events in our customer newsletters, on billing statements, on our web site and in the Gazette Times. We've coordinated our quarterly newsletters to reach the customers just prior to these events in an attempt to better publicize them and encourage greater participation.*

FIGURE 16 – HHW CUSTOMER COUNT

Yr.	Feb.	May	Aug.	Nov.	TOT.	YOY Change
2009	567	527	862	676	2,632	
2010	1116	886	924	701	3,627	37.8%
2011	515	822	1049	1033	3,419	-5.7%
2012	202	576	673	737	2,188	-36.0%

*The table to the left shows the number of customers served at our household hazardous waste disposal events this year as compared to the previous three years.*



FIGURE 17 – HHW MATERIAL TOTAL

Hazardous Material	2011	2012
Latex Paint	33	29
Paint	21	23
Flammable Liquids	8	7
Toxic Liquids	7	8
Toxic Solids	3	3
Corrosive Liquids	1	1
Caustic Liquids	2	2
Oxidizing Liquids	0.52	0.03
Oxidizing Solids	0.75	0.09
Hypochlorite Solutions	0.69	0.75
Aerosols, Flammable	2	2
Insecticide Gases	1	1
Compressed Gas	0.52	0.46
Batteries, Wet	0	0
Batteries, Dry	15	15
Lithium Batteries	0.04	0.15
Flammable Solids	0.02	0.02
Water Reactive Solids	0.002	0.004
Self-Heating Solids	0.02	0.02
Mercury	0.02	0.10
Organic Peroxide	0.010	0.002
Hydrogen Peroxide	0.000	0.106
Light Ballasts	0.72	0.51
Asbestos	0	0
Nitric Acid	0.000	0.004
Perchloric Acid	0	0
Potassium Cyanide	1	0
<b>TOTAL TONS</b>	<b>97.18</b>	<b>92.21</b>



**SUMMARY OF RESEARCH RELATED TO RESOURCE RECOVERY SYSTEMS**



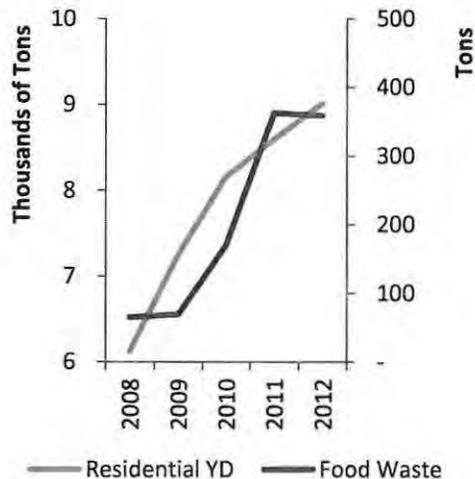
In April 2010, our composting operation, Pacific Region Compost (PRC), received Oregon’s first permit to compost type 3 feed stock including all food waste.

This facility enabled The City of Corvallis to become the first municipality in Oregon to allow commercial and residential customers to add all food wastes to the organic materials formerly collected as “yard waste.” We have been researching and implementing processes to create higher quality compost. We have invested in heavy machinery specifically designed for composting such as a turner and a grinder which give us a product with more consistent quality. We have tested varying ways to remove contaminants from our product, such as ‘picking stations,’ otherwise known as a ‘mobile sort line,’ which can be used for many different applications including commingle recycle and construction and demolition materials.

We appreciate the support we received from the City of Corvallis that enabled Republic Services to make this investment. The city’s commitment to be a leader in this new frontier of recycling has put Corvallis “on the map” and given it much deserved recognition as other cities follow suit.

FIGURE 18 – FOOD WASTE & YARD DEBRIS TONS

	2009	2010	2011	2012
<b>Food Waste</b>	69	170	362	359
YOY % Inc./Dec		146.4%	113.2%	-.09%
<b>Residential YD</b>	7,251	8,158	8,596	9,009
YOY % Inc./Dec		12.5%	5.4%	4.8%





**EDUCATION AND COMMUNITY OUTREACH**

**ACTIVITIES THROUGHOUT 2012**

Republic Services employs a Recycling Specialist to provide recycling and waste reduction education in area schools and the community.

**SCHOOL PRESENTATIONS**

**14 presentations made by Republic Services**

Hands-on presentations of what can and cannot be recycled at school and at home are included in our outreach to Corvallis schools. Students learn how their efforts conserve resources, reduce air and water pollution, and how waste prevention contributes to a better place to live for all of us. School presentations also include a discussion of the composting process and its importance in waste reduction efforts. Our overall goal in talking with students is to educate, empower and inspire them to be sustainability minded citizens.

*School Outreach & Education  
2 High Schools, 2 Middle Schools, 7  
Grade Schools, & 3 Pre-Schools*

**SCHOOL WASTE AUDITS**

**6** – Our recycling specialist worked with Benton County to sort through samples of office trash and recyclables, reusable materials, food, and garbage at three county buildings. The Avery Building, Environmental & Public Health offices, and the Sunset Building were Audited. This helped staff learn the percent of the trash that could have been recycled and reused. This information was presented to County staff to aid in decision making on sustainable practices at County buildings and in the development of a “Green Office Guide.”



*School Visits – 14*

*We frequently visit schools to monitor the quality of recycled materials and address any issues related to collection, sorting, and progress on waste reduction goals.*



## OREGON GREEN SCHOOL PROGRAMS (OGS)

Schools receive one of the three different levels of recognition for their waste reduction efforts through the Oregon Green Schools Program. Entry Level schools must recycle at least three materials; provide training to students and staff on how to participate in the recycling and waste reduction program; conduct a school waste audit and establish waste reduction goals; demonstrate a reduction in the purchase or consumption of a product; and demonstrate the reuse of materials at school. Our recycling specialist serves as the Oregon Green School Coordinator for our area as well as a board member for OGS.

There are seven schools in Corvallis that have been designated as an Oregon Green School, with two others working on Green School certification. Crescent Valley High School and area Master Recyclers were trained to assist Corvallis schools in their efforts to become Oregon Green Schools.

### *Displays*

*Recycling, reuse, composting, and safer alternatives to hazardous waste displays were set up at daVinci Days, Saturday Farmers Market, OSU Earth Day Fair Benton County Fair, the Corvallis Sustainability Town Hall and Kids Day for Conservation*

## COMMUNITY PRESENTATIONS

**25** – Presentations to community groups, on the importance of recycling as well as what and how to recycle and compost in our curbside system were conducted regularly. We also offer waste audits to area businesses. Republic Services was a sponsor and participant in Kids Day for Conservation, with an attendance of over 3,000 people.





MASTER RECYCLER PROGRAM



Republic Services is in its seventh year cofacilitating the Master Recycler Program for Benton and Linn Counties. Over 120 participants have completed the eight week class and have volunteered over 1,000 hours in the community to-date.

2012 marked the sixth year of our sponsorship of the Master Recycler program. Together with OSU Campus Recycling, this course is offered free to community participants. The class provides an in-depth education on waste reduction at all levels. Master Recyclers each use the knowledge they gain to “pay forward” 30 hours of volunteer time in a wide variety of waste reduction efforts.

COMMUNITY INVOLVEMENT – CORVALLIS SUSTAINABILITY COALITION

Republic Services is an active partner of the Corvallis Sustainability Coalition, serving on task and action groups. Our recycling specialist is a member of the Waste Prevention Action Group and Food Waste Composting Committee. The goals of the coalition, as adopted by council help to shape our long-range program planning.

Republic Services and its employees have a strong commitment to supporting the community. Employees are involved with United Way of Benton County, Corvallis Rotary and Corvallis Little League. Our company this year, made contributions of cash or service to the following groups:

- |                                    |                              |                                    |
|------------------------------------|------------------------------|------------------------------------|
| City of Corvallis                  | Philomath Classic Car Show   | Corvallis Assistance League        |
| Kiwanis Club of Corvallis          | Fall Festival                | OSU Dept of Human Development      |
| Red, White & Blues Festival        | Benton Co. Sheriff's Office  | United Way Day of Caring           |
| Corvallis Cub Scouts               | daVinci Days                 | Benton Co. Fairgrounds             |
| City of Monroe                     | Philomath Baseball           | OSU Horticulture Program           |
| Wren Mobile Recycling              | Kids Day for Conservation    |                                    |
| City of Tangent                    | Benton County Fair and Rodeo | Corvallis Chamber – Bite of Benton |
| Mary's River Park                  | Triangle Park                | Benton County Master Gardeners     |
| First Alternative Co-op            | Alsea Recycling Center       | United Way                         |
| Tangent Harvest Festival           | Crescent Valley HS Baseball  | Safe Haven Human Society           |
| City of Philomath                  | Winters Eve Corvallis        | Crescent Valley HS                 |
| Rotary Club of Corvallis           | OSU Family Garden            | OSU Agriculture Program            |
| Chedlelin Middle School            | OSU Master Gardens           | Peanut Park                        |
| Old Mill Center                    | Special Olympics             | Greek Food Festival                |
| Corvallis Sustainability Coalition |                              |                                    |



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**FIRST ALTERNATIVE CO-OP COMMUNITY RECYCLE CENTER PARTNERSHIP**

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Republic Services partners with the First Alternative Co-op to provide a recycle depot in the South Corvallis. We assist them with commingle, cardboard, glass, trash, and organics collection and also participate in an earth fair held at the Co-op.

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**OUTREACH**

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Republic Services uses customer newsletters, local newspaper, radio public service announcements and a website to promote our services. The following media was used:

- The Republic Services website was overhauled in 2010 to include more information and links to other waste reductions businesses and programs for customers. A new website will go live early 2013.
- Four customer newsletters were direct mailed to every address within the City of Corvallis.
- Information ran in the F.Y.I. section of the Gazette Times prior to each of the quarterly household hazardous waste events.

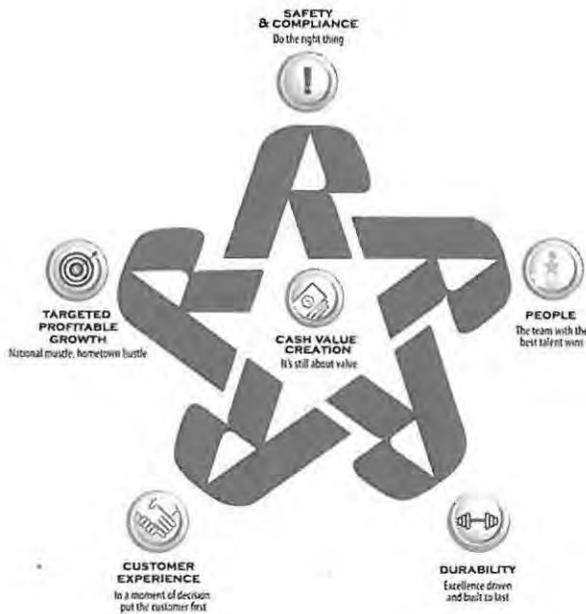




**APPENDIX A**

FIGURE 19 – CUSTOMER COMPLAINTS & COMPLIMENTS

Type of Complaint	Number of Complaints	Number of Complaints Resolved	Number of Compliments Received
Billing Issues	9	9	-
Container Placement/Replacement	6	6	-
Property Damage	-	-	-
Trash/Recycling on Ground	2	2	-
Recycling Issues	1	1	-
Containers Missed	4	4	-
Customer Service Issues	5	5	-
Partially Emptied	-	-	-
Driver Issue	-	-	-
Customer Service	-	-	2
Driver Extra Effort	-	-	7
Overall Service Levels	-	-	3
Recycling	-	-	-
<b>Total</b>	<b>27</b>	<b>27</b>	<b>12</b>





## APPENDIX B

FIGURE 20 – COMMERCIAL / INDUSTRIAL CUSTOMER COUNT

Commercial	2012	2011	Industrial	2012	2011
90 Gal Cart weekly	211	219	10 yd on call	1	-
90 Gal Cart on call	-	-	20 yd on call	2	1
1 yd on Call	28		20 yd compactor on call	8	6
1 yd x 1	81	101	25 yd compactor on call	2	2
1 yd x 2	-	3	25 yd compactor x 2	1	1
1 yd x 3	-	3	27 yd compactor on call	1	1
1 yd x 4	-	-	30 yd lidded on call	11	12
1 yd x 5	-	-	30 yd on call	54	45
1.5 yd on call	36	173	30 yd compactor x 2	1	1
1.5 yd x 1	104	108	30 yd compactor on call	3	
1.5 yd x 2	17	19	40 yd on call	2	1
1.5 yd x 3	-	-	40 yd compactor on call	11	8
1.5 yd x 4	-	1	<b>Total Industrial</b>	<b>97</b>	<b>78</b>
1.5 yd x 5	-	-			
2 yd on call	17	10			
2 yd x 1	129	142			
2 yd x 2	46	60			
2 yd x 3	8	12			
2 yd x 4	-	2			
2 yd x 5	-	-			
3 yd on call	14	9			
3 yd x 1	124	100			
3 yd x 2	59	35			
3 yd x 3	24	15			
3 yd x 4	1	-			
3 yd x 5	2	-			
4 yd on call	7	4			
4 yd x 1	90	84			
4 yd x 2	36	27			
4 yd x 3	13	5			
4 yd x 4	-	-			
4 yd x 5	2	1			
6 yd on call	5	5			
6 yd x 1	86	79			
6 yd x 2	35	19			
6 yd x 3	28	11			
6 yd x 4	3	-			
6 yd x 5	1	-			
Rear Load on Call	83	-			
<b>Total Commercial</b>	<b>1,290</b>	<b>1,247</b>			



## APPENDIX C

### TOTAL COMPANY ASSET LIST – COLLECTION EQUIPMENT AND RECEPTACLES

Asset	Asset Group	Description	In Service Date	Life	Life Rmng	Book Basis	BOOK-VALUE	YTD Depr.	LTD Depr.
306477	1022	#1022 2010 Autocar/McNeilus	7/27/2010	120	91	220021.43	166,850	22,002	53,172
187392	1026	1996 VOLVO W/ HEIL 4000 16 CY	11/30/2008	24		1000	-	-	1,000
187130	1045	1996 VOLVO W/ 20YD HEIL	11/30/2008	24		1600	-	-	1,600
187201	1045	CI 05/05 ENGINE REBUILD	11/30/2008	12	9	0	-	-	-
187131	1046	1996 VOLVO W/ 20YD HEIL	11/30/2008	24		1600	-	-	1,600
187220	1047	2005 AUTOCAR /W-MCNEILUS	11/30/2008	88	39	120000	53,182	16,364	66,818
335407	1047	Air Weigh Truck Scale	6/1/2012	60	54	3212	2,891	321	321
185194	1218	1998 VOLVO WX64	11/30/2008	24		910	-	-	910
185195	1218	38YD WITKE FLEETPACK SN	11/30/2008	12		1100	-	-	1,100
185338	1218	HYDRO ENGINEERING HE/S1 FILTRA	11/30/2008	24		610	-	-	610
334381	1221	truck scale on truck 1221	5/16/2012	60	53	2772	2,449	323	323
187211	1236	2006 AUTOCAR WXL FL	11/30/2008	85	36	130000	55,059	18,353	74,941
293614	1243	2009 AUTOCAR MCNEILUS	8/10/2009	96	56	229511.08	133,881	28,689	95,630
342762	1420	Container Trailer	12/31/2012	96	96	15853.6	15,854	-	-
337723	1422	2 CuYd FL Flat top containers	8/1/2012	180	176	5090	4,977	113	113
337724	1422	6 CuYd FL Flat top containers	8/1/2012	180	176	801.5	784	18	18
337725	1422	4 CuYd FL Flat top containers	8/1/2012	180	176	6830	6,678	152	152
337726	1422	2 CuYd FL slope top containers	8/1/2012	180	176	7392	7,228	164	164
337727	1422	3 CuYd FL slope top containers	8/1/2012	180	176	8304	8,119	185	185
337728	1422	4 CuYd FL slope top containers	8/1/2012	180	176	6600	6,453	147	147
337729	1422	6 CuYd FL slope top containers	8/1/2012	180	176	8688	8,495	193	193
337730	1422	Auto Lock Lids	8/1/2012	180	176	810	792	18	18
337731	1422	30 YD x 20' chain lift roll of	8/1/2012	180	176	65109	63,662	1,447	1,447
337732	1422	reversible 16ga metal RO roofs	8/1/2012	180	176	6785	6,634	151	151
339352	1422	90 RCY	10/1/2012	120	118	22361.25	21,989	373	373
340645	1424	Loader Attachment - Clam Shell	11/1/2012	84	83	4830	4,773	58	58
338072	1440	65 gal light tan rcy carts	8/31/2012	120	116	16782.49	16,223	559	559
338074	1440	90 gallon light gray yrd carts	8/31/2012	120	116	8266.47			



							7,991	276	276
304250	2401	#2401 2010 Autocar/McNeilus	5/28/2010	96	65	255703.33	173,132	31,963	82,571
304251	2403	#2403 2010 Autocar/McNeilus	5/28/2010	96	65	251075.33	169,999	31,384	81,076
305488	2404	#2404 2010 Autocar/McNeilus	6/28/2010	96	66	256483.73	176,333	32,060	80,151
187329	2406	2008 AUTOCAR WX64 SL W/MCNEILU	11/30/2008	117	68	220000	127,863	22,564	92,137
187331	2406	AUTO-LUBE SYSTEM FOR UNIT 2406	11/30/2008	117	68	2700	1,569	277	1,131
298854	2406	Truck Scales	12/28/2009	96	60	2985	1,866	373	1,119
187365	2407	2009 AUTOCAR ACX64 W/MCNEILUS	6/10/2009	96	54	231698.39	130,330	28,962	101,368
293503	2407	AUTO LUBE SYSTEM	6/30/2009	96	54	5563.73	3,130	695	2,434
298855	2407	Truck Scales	12/28/2009	91	55	2985	1,804	394	1,181
298865	2407	Grabber Arms	12/22/2009	91	55	3321.49	2,007	438	1,314
329944	2408	2012 Peterbuilt	12/31/2011	96	84	157606	137,905	19,701	19,701
187529	2430	2006 AUTOCAR SLFA	11/30/2008	86	37	150000	64,535	20,930	85,465
187530	2431	2006 AUTOCAR AUTOMATED RES SL	11/30/2008	98	49	140000	70,000	17,143	70,000
335429	2432	Air Weigh truck scale 2432	6/1/2012	60	54	3176	2,858	318	318
305047	2433	#2433 2010 Autocar/McNeilus	6/14/2010	96	66	255254.85	175,488	31,907	79,767
187262	2480	2003 MACK RESIDENTIAL	11/30/2008	72	23	90000	28,750	15,000	61,250
187263	2480	PMT DISPUTE LABOR CHARGE	11/30/2008	72	23	1500	479	250	1,021
187136	3065	1997 VOLVO EXPEDITOR	11/30/2008	24		1200	-	-	1,200
187138	3065	L&M TILT FRAME	11/30/2008	12		290	-	-	290
187160	3065	1998 ROLL-OFF / L&M WELDING	11/30/2008	12		170	-	-	170
187221	3065	CI 03/06 (ENGINE)	11/30/2008	17	14	0	-	-	-
335402	3065	Air Weigh Truck Scale	6/1/2012	60	54	3212	2,891	321	321
335430	3066	Air Weigh truck scale 3066	6/1/2012	60	54	2909.1	2,618	291	291
187261	3068	2007 AUTOCAR WX64 RO	11/30/2008	101	52	130000	66,931	15,446	63,069
298853	3068	Truck Scales	12/28/2009	89	53	2985	1,778	402	1,207
187139	3069	1998 L&M TILT FRAME	11/30/2008	12		290	-	-	290
187141	3069	1997 VOLVO ROLL OFF TRUCK	11/30/2008	24		1100	-	-	1,100
334380	3069	truck scale on truck 3069	5/9/2012	60	53	2772	2,449	323	323
329941	3070	2012 RO truck	12/15/2011	144	132	224285.52	205,595	18,690	18,690
187520	3074	1987 GRIZZLEY 215C LOADER	11/30/2008	12		560	-	-	560
187119	4023	1999 FREIGHTLINER W/ 30YD LABR	11/30/2008	24		1500	-	-	1,500
187120	4023	1999 FREIGHTLINER W/ LABRIE	11/30/2008	14		18000	-	-	18,000



187202	4024	Freightliner FL70	11/30/2008	36	33	0	-	-	-
187121	4028	2003 PETERBUILT 320 W LABRIE E	11/30/2008	34		74000	-	-	74,000
187314	4123	2008 RESI FULLY AUTOMATED SIDE	11/30/2008	111	62	190000	106,126	20,541	83,874
335405	4123	Air Weigh Truck Scale	1/1/2012	60	49	3212	2,623	589	589
187315	4124	2008 RESI FULLY AUTOMATED SIDE	11/30/2008	111	62	190000	106,126	20,541	83,874
335408	4124	Air Weigh Truck Scale	6/1/2012	60	54	3212	2,891	321	321
187316	4125	2008 RESI FULLY AUTOMATED SIDE	11/30/2008	111	62	190000	106,126	20,541	83,874
335396	4125	Air Weigh Truck Scale	6/1/2012	60	54	3212	2,891	321	321
187317	4126	2008 RESI FULLY AUTOMATED SIDE	11/30/2008	111	62	190000	106,126	20,541	83,874
335406	4126	Air Weigh Truck Scale	6/1/2012	60	54	3212	2,891	321	321
187381	6011	1990 TOYOTA 5FDU30-785064	11/30/2008	24		2100	-	-	2,100
187171	6061	2004 GEHL LOADER	11/30/2008	12		7600	-	-	7,600
187142	7075	1987 L/M CONTAINER TRAILER	11/30/2008	12		10	-	-	10
187143	7076	1995 L&M UTILITY TRAILER	11/30/2008	24		100	-	-	100
187144	7077	1993 L&M TRAILER R/O	11/30/2008	12		510	-	-	510
327059	44530	2011 Roll off	10/3/2011	144	130	207972.98	187,753	17,331	20,220
147104	4294304	1999 INT'L 4900 W/25YD MCNEILL KENWOOD 2 CHANNEL/25 WATT	11/30/2008	19		15000	-	-	15,000
187389	4299150	MOBI	11/30/2008	12		40	-	-	40
186685	4321488	THINLINE CART DUMPER UNIT	11/30/2008	24		430	-	-	430
186689	4321492	ROLL CAN DUMPERS (12)	11/30/2008	12	9	0	-	-	-
186691	4321494	ECCO TRUCK CAMERAS (25)	11/30/2008	24		310	-	-	310
186759	1 YD F/L	35-1YD F/L S/ COMP LIDS NO CAS	11/30/2008	60	11	100	18	20	82
186760	1 YD F/L	24-1YD F/L TAPERED	11/30/2008	60	11	70	13	14	57
186761	1 YD F/L	10-1YD F/L TAPERED W/COMP LIDS	11/30/2008	60	11	3	1	1	2
186762	1 YD F/L	45-1YD F/L W/ COMP LIDS CASTER	11/30/2008	60	11	150	28	30	123
186765	1 YD F/L	20-1YD F/L W/COMP LIDS	11/30/2008	60	11	80	15	16	65
186766	1 YD F/L	20-1YD F/L W/COMP LIDS	11/30/2008	60	11	80	15	16	65
186767	1 YD F/L	20-1YD F/L W/COMP LIDS, NO CAS	11/30/2008	60	11	17.5	3	4	14
187304	1 YD F/L	10-1YD FLAT TOP REFUSE CONTAIN	11/30/2008	108	59	4200	2,294	467	1,906
318388	1 YD F/L	15 - 1YD F/L CONTAINERS	4/1/2011	180	160	7173	6,376	478	797
336620	1 YD F/L	10-1YD LEACH W/HEIL	11/30/2008	60	11	4	1	1	3
187242	1 YD MSW	4-1YD PLASTIC TUB	11/30/2008	35		520	-	-	520
187350	1 YD MSW	45-200GAL RESI CONTAINERS	11/30/2008	12		0.45			



							-	-	0
308275	1 YD MSW	6-1 Yd Tubs	8/31/2010	120	107	0.06	0	0	0
186742	1 YD R/L	5-.82YD OLD STYLE SLANT TOP R/	11/30/2008	12		8	-	-	8
186743	1 YD R/L	16-.85YD R/L W/WELD ON CASTERS	11/30/2008	60	11	60	11	12	49
186769	1 YD R/L	10-1YD SELF DUMPING HOPPER MOD	11/30/2008	60	11	110	20	22	90
187343	1 YD R/L	10-1YD RL CONTAINERS	11/30/2008	12		0.1	-	-	0
187372	1 YD R/L	1-1 YD REAR LOAD CONTAINER	11/30/2008	60	11	10	2	2	8
187373	1 YD R/L	1-1 YD REAR LOAD CONTAINER	11/30/2008	60	11	10	2	2	8
187398	1 YD R/L	7-1YD R/L CONTAINERS W/ LIDS &	11/30/2008	26		210	-	-	210
187421	1 YD R/L	6-.75YD CONT	11/30/2008	12	9	0	-	-	-
187424	1 YD R/L	2-.75YD HEIL SPECIAL	11/30/2008	12	9	0	-	-	-
187450	1 YD R/L	10-1YD R/L CONT (CDC)	11/30/2008	60	11	10	2	2	8
294057	1 YD R/L	7-1YD RL CONTAINERS	2/16/2009	12	3	0.07	0	-	0
308274	1 YD R/L	18-1Yd RL Containers	8/31/2010	180	167	0.18	0	0	0
318389	1 YD R/L	10 - 1 YD R/L CONTAINERS	4/1/2011	180	160	3972	3,531	265	441
186744	1.5 YD F/L	55-1.5 TD F/L W/LIDS NO CASTER	11/30/2008	60	11	170	31	34	139
186745	1.5 YD F/L	33-1.5YD F/L CONT	11/30/2008	12		81.25	-	-	81
186746	1.5 YD F/L	20-1.5YD F/L FLAT TOP W/COMP LI	11/30/2008	60	11	80	15	16	65
186748	1.5 YD F/L	40-1.5YD F/L TAPERED	11/30/2008	60	11	150	28	30	123
186749	1.5 YD F/L	10-1.5YD F/L TAPERED W/COMP LI	11/30/2008	60	11	40	7	8	33
186750	1.5 YD F/L	2-1.5YD F/L W/COMP LIDS	11/30/2008	60	57	0	-	-	-
186757	1.5 YD F/L	70-11/2YD F/L W/ LIDS & CASTER	11/30/2008	60	11	240	44	48	196
187083	1.5 YD F/L	20-1.5YD F/L	11/30/2008	60	11	90	17	18	74
187091	1.5 YD F/L	4-1.5YD FEL CONTAINERS	11/30/2008	62	13	450	94	87	356
187180	1.5 YD F/L	10-1.5 YD FL CONTAINERS	11/30/2008	74	25	1100	372	178	728
187010	1.5 YD MSW	104-300GAL PLASTIC TUBS	11/30/2008	60	11	224.31	41	45	183
187243	1.5 YD MSW	13-1.5YD PLASTIC TUB	11/30/2008	35		2000	-	-	2,000
187367	1.5 YD MSW	20-300GAL EL MONTE PLASTIC TUB	4/12/2009	120	76	5837.1	3,697	584	2,140
186747	1.5 YD R/L	32-1.5YD FLATTOP W/COMP LI	11/30/2008	60	11	120	22	24	98
186751	1.5 YD R/L	34-1.5YD HEIL W/STEEL LIDS	11/30/2008	19		61.77	-	-	62
186752	1.5 YD R/L	60-1.5YD HEIL W/STEEL LIDS	11/30/2008	20		220	-	-	220
186753	1.5 YD R/L	45-1.5YD HEIL, 1.5 IN DRAIN	11/30/2008	18		124.67	-	-	125
186755	1.5 YD R/L	67-1.5YD W/STEEL LIDS	11/30/2008	12	9	0	-	-	-



187089	1.5 YD R/L	15-1.5YD REL CONTAINERS	11/30/2008	62	13	900	189	174	711
187100	1.5 YD R/L	50-1.5YD RL CONTAINERS	11/30/2008	55	6	4800	524	1,047	4,276
187245	1.5 YD R/L	40-1.5YD REL CONTAINERS	11/30/2008	97	48	12000	5,938	1,485	6,062
187276	1.5 YD R/L	34-1.5YD REL CONTAINERS TRASH	11/30/2008	103	54	10000	5,243	1,165	4,757
187305	1.5 YD R/L	12-1.5YD FLAT TOP REFUSE CONTA	11/30/2008	108	59	5500	3,005	611	2,495
187306	1.5 YD R/L	15-1.5YD REL REFUSE CONTAINER	11/30/2008	108	59	5200	2,841	578	2,359
187307	1.5 YD R/L	35-1.5YD REL REFUSE CONTAINER	11/30/2008	108	59	12000	6,556	1,333	5,444
187451	1.5 YD R/L	15-1.5YD R/L CONT (CDC)	11/30/2008	60	11	20	4	4	16
187556	1.5 YD R/L	32-1.5YD RL CONTAINERS	2/16/2009	12		0.22	-	-	0
187344	10 YD	2-10YD RO CONTAINERS	11/30/2008	12		0.02	-	-	0
187440	10 YD	1-10YD DB	11/30/2008	259	210	40	32	2	8
308276	15 YD	1-15 Yd Compactor	8/31/2010	1		0.01	-	-	0
186790	2 YD F/L	1-2YD CARDBOARD CONTAINERS	11/30/2008	60	11	5	1	1	4
186794	2 YD F/L	28-2YD F/L TAPERED W/CASTERS (	11/30/2008	60	11	110	20	22	90
186796	2 YD F/L	10-2YD F/L TAPERED W/COMP LIDS	11/30/2008	60	11	40	7	8	33
186797	2 YD F/L	20-2YD F/L TAPERED W/COMP LIDS	11/30/2008	60	11	80	15	16	65
186799	2 YD F/L	8-2YD F/L TAPERED W/COMP LIDS	11/30/2008	60	11	30	6	6	25
186800	2 YD F/L	1-2YD F/L TAPERED W/STEEL LID	11/30/2008	60	11	10	2	2	8
186801	2 YD F/L	30-2YD F/L TAPERED, COMP LIDS	11/30/2008	60	11	110	20	22	90
186802	2 YD F/L	10-2YD F/L TAPERED, FLIP UP LI	11/30/2008	60	11	50	9	10	41
186803	2 YD F/L	27-2YD F/L W/CASTERS & COMP LI	11/30/2008	30		110	-	-	110
186804	2 YD F/L	25-2YD F/L W/CASTERS NO LIDS (	11/30/2008	60	11	90	17	18	74
186805	2 YD F/L	29-2YD F/L W/CASTERS, NO LIDS	11/30/2008	30		110	-	-	110
186807	2 YD F/L	25-2YD F/L W/COMP LIDS	11/30/2008	22		110	-	-	110
186809	2 YD F/L	3-2YD F/L, NO CASTER/NO LIDS (	11/30/2008	30		3.33	-	-	3
186811	2 YD F/L	25-2YD F/L, NO LIDS/NO CASTERS	11/30/2008	24		90	-	-	90
186812	2 YD F/L	38-2YD FLAT TOP F/L	11/30/2008	60	11	150	28	30	123
186995	2 YD F/L	16-SPECIAL 1.84YD RECYCL BINS	11/30/2008	16		45	-	-	45
186997	2 YD F/L	2-SPECIAL APPROX 2YD F/L FLAT	11/30/2008	60	11	10	2	2	8
187069	2 YD F/L	1-2YD EXP METAL FEL CARDBOARD	11/30/2008	60	11	20	4	4	16
187104	2 YD F/L	1-2YD CONTAINER	11/30/2008	69	20	226.67	66	39	161
187153	2 YD F/L	10-2YD EXPANDED METAL FRONT CA	11/30/2008	60	11	50	9	10	41
187154	2 YD F/L	4-2YD EXPANDED METAL FRONT CAR	11/30/2008	60	11	20			



										4	4	16
187183	2 YD F/L	3-2YD FL CONTAINERS	11/30/2008	74	25	760	257	123	503			
187213	2 YD F/L	5-2YD FEL CONTAINERS	11/30/2008	86	37	1700	731	237	969			
187278	2 YD F/L	5-2YD FEL CONTAINERS TRASH	11/30/2008	103	54	1800	944	210	856			
187301	2 YD F/L	6-2YD FEL CONT. CARDBD RECYCLE	11/30/2008	108	59	2900	1,584	322	1,316			
187328	2 YD F/L	5-2YD FL FLAT TOP CONTAINERS	11/30/2008	117	68	2400	1,395	246	1,005			
187333	2 YD F/L	8-2YD FL CONTAINERS	11/30/2008	118	69	3800	2,222	386	1,578			
187334	2 YD F/L	1-2YD FL FLAT TOP CONTAINERS	11/30/2008	119	70	470	276	47	194			
187335	2 YD F/L	1-2YD FL FLAT TOP CONTAINERS	11/30/2008	119	70	470	276	47	194			
187337	2 YD F/L	2-2YD FL CONTAINERS	11/30/2008	119	70	1100	647	111	453			
187419	2 YD F/L	1-2YD CONT	11/30/2008	12	9	0	-	-	-			
187420	2 YD F/L	1-2YD CONT	11/30/2008	12	9	0	-	-	-			
187430	2 YD F/L	11-CONTAINER (LEASE PURCHASE)	11/30/2008	12	9	0	-	-	-			
187453	2 YD F/L	3-2YD CONT (CDC)	11/30/2008	60	11	10	2	2	8			
187456	2 YD F/L	10-2YD CONTAINER	11/30/2008	60	11	10	2	2	8			
187474	2 YD F/L	3-2YD F/L EXPANDED METAL CARDB	11/30/2008	60	11	10	2	2	8			
187479	2 YD F/L	18-2YD CONTAINER	11/30/2008	12		30	-	-	30			
187480	2 YD F/L	21-2YD CONTAINER	11/30/2008	12		30	-	-	30			
187523	2 YD F/L	8-2YD FEL CONTAINER	11/30/2008	74	25	1700	574	276	1,126			
187019	2 YD MSW	2-450GAL PLASTIC TUB	11/30/2008	60	57	0	-	-	-			
187020	2 YD MSW	33-450GAL PLASTIC TUBS	11/30/2008	60	11	95.34	17	19	78			
187366	2 YD MSW	6-450GAL PLASTIC TUBS	11/30/2008	60	11	17.33	3	3	14			
187368	2 YD MSW	20-450GAL EL MONTE PLASTIC TUB	4/12/2009	120	76	8597.1	5,445	860	3,152			
186820	2 YD R/L	16-2YD MOORE SPECIAL	11/30/2008	60	11	36	7	7	29			
186823	2 YD R/L	20-2YD MOORE SPECIAL W/COMP LI	11/30/2008	60	11	80	15	16	65			
187078	2 YD R/L	6-2YD RL CONTAINERS	11/30/2008	55	6	666.67	73	145	594			
187300	2 YD R/L	10-2YD REL CONTAINERS	11/30/2008	108	59	4000	2,185	444	1,815			
187308	2 YD R/L	5-2YD FLAT TOP REFUSE CONTAINERS	11/30/2008	108	59	2000	1,093	222	907			
187336	2 YD R/L	6-2YD RL CONTAINERS	11/30/2008	119	70	3200	1,882	323	1,318			
187338	2 YD R/L	2-2YD RL CONTAINERS	11/30/2008	119	70	1100	647	111	453			
187422	2 YD R/L	3-2YD CONT	11/30/2008	12	9	0	-	-	-			
187452	2 YD R/L	3-2YD R/L CONT (CDC)	11/30/2008	60	11	4.29	1	1	4			
187509	2 YD R/L	8-2YD REL CONTAINERS	11/30/2008	53	4	920	69	208	851			



187557	2 YD R/L	122-2YD RL CONTAINERS	2/16/2009	12		1.22	-	-	1
318390	2 YD R/L	10 - 2 YD R/L CONTAINERS	4/1/2011	180	160	3790	3,369	253	421
187007	20 MSW	100-20GAL CART INSERTS	11/30/2008	60	11	10	2	2	8
187008	20 MSW	100-20GAL ROLL OUT CART INSERT	11/30/2008	12		10	-	-	10
296306	20 MSW	200-20 GALLON INSERTS	9/21/2009	120	81	3645	2,460	365	1,185
308269	20 MSW	240-20 Gal Inserts	8/31/2010	120	92	2.4	2	0	1
309288	20 MSW	108-20GAL INSERT FOR 32GAL CAR	11/30/2008	53	4	2190.86	165	496	2,026
185580	20 YD	1-20 YD DB (TARSET)	11/30/2008	18		40	-	-	40
185584	20 YD	1-20 YD DB W/CRNKUP REVERSE LI	11/30/2008	22		60	-	-	60
186770	20 YD	2-20YD SCREENED DROP BOXES	11/30/2008	29		55	-	-	55
186787	20 YD	1-22YD DB / 20X48 GLASS BOX (1	11/30/2008	12	9	0	-	-	-
187004	20 YD	1-20 YD SELF CONTAINED COMPACT	11/30/2008	12	9	0	-	-	-
187390	20 YD	1-20YD DB	11/30/2008	60	11	30	6	6	25
187437	20 YD	1-20YD DB	11/30/2008	12		30	-	-	30
187439	20 YD	1-20YD DB	11/30/2008	16		30	-	-	30
187442	20 YD	2-20YD 20'X43.5 IN	11/30/2008	12		70	-	-	70
187546	20 YD	2-20YD RO CONTAINERS	11/30/2008	12		0.02	-	-	0
308270	20 YD	1-20 Yd Compactor	8/31/2010	1		0.01	-	-	0
187001	25 YD	1-25YD SELF CONTAINED COMPACTO	11/30/2008	12		250	-	-	250
185237	3 YD F/L	15-3-YD SLANT TOP W/LIDS	11/30/2008	22		126	-	-	126
185238	3 YD F/L	5-3-YD SLANT TOP W/AUTO RELEAS	11/30/2008	22		230	-	-	230
186904	3 YD F/L	10-3YD F/L SLANT	11/30/2008	60	11	50	9	10	41
186905	3 YD F/L	12-3YD F/L SLANT	11/30/2008	60	11	60	11	12	49
186906	3 YD F/L	20-3YD F/L SLANT	11/30/2008	60	11	90	17	18	74
186907	3 YD F/L	39-3YD F/L SLANT W/ LID NO CAS	11/30/2008	60	11	170	31	34	139
186908	3 YD F/L	37-3YD F/L SLANT W/ LIDS & CAS	11/30/2008	60	11	170	31	34	139
186909	3 YD F/L	1-3YD F/L SLANT W/COMP LID & F	11/30/2008	60	11	10	2	2	8
186910	3 YD F/L	10-3YD F/L SLANT W/COMP LIDS (	11/30/2008	60	11	50	9	10	41
186911	3 YD F/L	10-3YD F/L SLANT W/COMP LIDS (	11/30/2008	60	11	50	9	10	41
186912	3 YD F/L	10-3YD F/L SLANT W/COMP LIDS (	11/30/2008	60	11	50	9	10	41
186913	3 YD F/L	15-3YD F/L SLANT W/COMP LIDS (	11/30/2008	60	11	70	13	14	57
186914	3 YD F/L	2-3YD F/L SLANT W/COMP LIDS	11/30/2008	60	11	10	2	2	8
186915	3 YD F/L	4-3YD F/L SLANT W/COMP LIDS	11/30/2008	60	11	20			



						4	4	16		
186916	3 YD F/L	5-3YD F/L SLANT W/COMP LIDS	11/30/2008	60	11	20	4	4	16	
186917	3 YD F/L	25-3YD SLANT TOP F/L	11/30/2008	60	11	120	22	24	98	
187068	3 YD F/L	5-3YD FEL SLANT TOP W/ CASTER	11/30/2008	44		440	-	70	440	
187071	3 YD F/L	5-3YD FEL SLANT CONTAINER W/ L	11/30/2008	45		490	-	87	490	
187073	3 YD F/L	5-3YD FEL SLANT CONTAINER W/ L	11/30/2008	60	11	30	6	6	25	
187181	3 YD F/L	5-3YD FL CONTAINERS	11/30/2008	74	25	1400	473	227	927	
187237	3 YD F/L	18-3YD FEL CONTAINERS	11/30/2008	93	44	8600	4,069	1,110	4,531	
187246	3 YD F/L	4-3YD FEL CONTAINERS	11/30/2008	97	48	1700	841	210	859	
187274	3 YD F/L	6-3YD FEL CONTAINERS SLANT	11/30/2008	103	54	2400	1,258	280	1,142	
187309	3 YD F/L	10-3YD SLANT TOP REFUSE CONTAI	11/30/2008	108	59	4500	2,458	500	2,042	
187332	3 YD F/L	5-3YD FL CONTAINERS	11/30/2008	118	69	2900	1,696	295	1,204	
187341	3 YD F/L	23-3YD FL CONTAINERS	11/30/2008	12		0.23	-	-	0	
295413	3 YD F/L	11-3YD FEL CONTAINERS	11/30/2008	69	20	2772	803	482	1,969	
301178	3 YD F/L	4-3YD FEL CONTAINERS	11/30/2008	69	20	1008	292	175	716	
185593	30 YD	6-30 YD DB W/HIGH CAM-LOCK DOO	11/30/2008	60	11	240	44	48	196	
185693	30 YD	2-30 YD DB, STANDARD	11/30/2008	60	11	70	13	14	57	
186827	30 YD	5-30YD / 20 X 65 DROP BOXES	11/30/2008	60	11	180	33	36	147	
186828	30 YD	1-30YD / 20X65 NEWSPRINT BOX (	11/30/2008	13		50	-	-	50	
186829	30 YD	10-30YD 20 X 65 DB	11/30/2008	20		350	-	-	350	
186830	30 YD	1-30YD 20X65 DB	11/30/2008	23		60	-	-	60	
186864	30 YD	3-30YD DB	11/30/2008	12	9	0	-	-	-	
186867	30 YD	4-30YD DB	11/30/2008	12	9	0	-	-	-	
186868	30 YD	4-30YD DB	11/30/2008	12	9	0	-	-	-	
186869	30 YD	4-30YD DB	11/30/2008	12	9	0	-	-	-	
186870	30 YD	4-30YD DB	11/30/2008	12	9	0	-	-	-	
186871	30 YD	4-30YD DB	11/30/2008	12	9	0	-	-	-	
186872	30 YD	4-30YD DB	11/30/2008	12	9	0	-	-	-	
186873	30 YD	4-30YD DB	11/30/2008	12	9	0	-	-	-	
186874	30 YD	4-30YD DB	11/30/2008	12	9	0	-	-	-	
186875	30 YD	4-30YD DB	11/30/2008	60	11	150	28	30	123	
186876	30 YD	5-30YD DB	11/30/2008	12	9	0	-	-	-	
186877	30 YD	5-30YD DB	11/30/2008	12	9	0	-	-	-	



186882	30 YD	5-30YD DB / 20 X 5	11/30/2008	12	9	0	-	-	-
186884	30 YD	3-30YD DB / 20 X 5 W/OVERHANG	11/30/2008	12	9	0	-	-	-
186885	30 YD	3-30YD DB / 20 X 5 W/OVERHANG	11/30/2008	12	9	0	-	-	-
186886	30 YD	5-30YD DB STANDARD	11/30/2008	60	11	190	35	38	155
186887	30 YD	2-30YD DB W/NEWSPRINT WINDOWS	11/30/2008	60	11	110	20	22	90
186888	30 YD	1-30YD DB W/OVERHANG	11/30/2008	12	9	0	-	-	-
186889	30 YD	2-30YD DB W/OVERHANG	11/30/2008	12	9	0	-	-	-
186890	30 YD	10-30YD DB W/SPECIAL SKID SLOT	11/30/2008	12		350	-	-	350
186892	30 YD	1-30YD DROP BOX / GLASS	11/30/2008	12	9	0	-	-	-
186893	30 YD	1-30YD LID	11/30/2008	12	9	0	-	-	-
186894	30 YD	1-30YD LID	11/30/2008	12	9	0	-	-	-
186895	30 YD	1-30YD LID	11/30/2008	12	9	0	-	-	-
186896	30 YD	1-30YD SC DB	11/30/2008	60	11	60	11	12	49
186897	30 YD	10-30YD SC STYLE DB	11/30/2008	60	11	380	70	76	310
186898	30 YD	3-30YD SC STYLE DB / DK BROWN	11/30/2008	60	11	110	20	22	90
186899	30 YD	1-30YD SC STYLE DB W/DOMED LID	11/30/2008	60	11	48	9	10	39
186900	30 YD	5-30YD STANDARD DB	11/30/2008	60	11	180	33	36	147
186901	30 YD	3-30YD STANDARD DB / DK BROWN	11/30/2008	60	11	110	20	22	90
186902	30 YD	4-30YD STANDARD DB / DK BROWN	11/30/2008	60	11	150	28	30	123
187082	30 YD	1-30YD DROP BOX	11/30/2008	56	7	760	95	163	665
187099	30 YD	10-30YD DB	11/30/2008	60	11	390	72	78	319
187105	30 YD	8-30YD R/O CONTAINER	11/30/2008	69	20	23000	6,667	4,000	16,333
187147	30 YD	1-30YD DB	11/30/2008	12	9	0	-	-	-
187210	30 YD	2-30YD R/O CONTAINERS	11/30/2008	84	35	5900	2,458	843	3,442
187212	30 YD	2-30YD R/O CONTAINERS	11/30/2008	86	37	3400	1,463	474	1,937
187216	30 YD	2-30YD R/O CONTAINERS	11/30/2008	86	37	5800	2,495	809	3,305
187267	30 YD	2-30YD R/O CONTAINERS	11/30/2008	103	54	7400	3,880	862	3,520
187268	30 YD	2-30YD R/O CONTAINERS	11/30/2008	103	54	7400	3,880	862	3,520
187269	30 YD	4-30YD R/O CONTAINERS	11/30/2008	103	54	15000	7,864	1,748	7,136
187270	30 YD	1-30YD R/O CONTAINERS	11/30/2008	103	54	3700	1,940	431	1,760
187275	30 YD	1-30YD R/O CONTAINERS	11/30/2008	103	54	3700	1,940	431	1,760
187345	30 YD	13-30YD RO CONTAINERS	11/30/2008	12		0.13	-	-	0
187423	30 YD	1-18' SPECIAL GLASS BOX	11/30/2008	12	9	0			



							-	-	-
187427	30 YD	1-30YD 20X5 DB	11/30/2008	12	9	0	-	-	-
187431	30 YD	1-30YD DB W/SCREEN LID	11/30/2008	60	57	0	-	-	-
187432	30 YD	1-30YD DB	11/30/2008	60	57	0	-	-	-
187438	30 YD	1-30YD DB	11/30/2008	12		40	-	-	40
187443	30 YD	1-REBUILD DROP BOXES	11/30/2008	60	57	0	-	-	-
187446	30 YD	3-30YD 20X65 STANDARD DB	11/30/2008	60	11	110	20	22	90
187472	30 YD	1-30YD SUPER CLEAN STYLE DROP	11/30/2008	60	11	40	7	8	33
187475	30 YD	1-30YD NEWSPRINT STYLE ECONOMY	11/30/2008	60	11	30	6	6	25
187482	30 YD	4-30YD DROP BOX, MODEL #2065SC	11/30/2008	12		150	-	-	150
187487	30 YD	1-30YD MODEL 2065SC SUPER CLEA	11/30/2008	12		40	-	-	40
187547	30 YD	16-30YD RO CONTAINERS	11/30/2008	12		0.16	-	-	0
308271	30 YD	12-30 Yd Storage Box	8/31/2010	120	107	0.12	0	0	0
308277	30 YD	1-30 Yd Compactor	8/31/2010	1		0.01	-	-	0
309287	30 YD	7-30 YD DB	11/30/2008	60	11	262.5	48	53	214
185977	32 MSW	50-32GAL CONTAINERS	11/30/2008	23		650	-	-	650
187011	32 MSW	490-35GAL CARTS	11/30/2008	60	57	0	-	-	-
187012	32 MSW	1065-35GAL CARTS / GREY	11/30/2008	60	11	440	81	88	359
187013	32 MSW	683-35GAL CARTS W/BLOW MOLDED	11/30/2008	60	57	0	-	-	-
187014	32 MSW	1008-35GAL SCHAEFER CARTS W/BL	11/30/2008	60	11	490	90	98	400
187015	32 MSW	1008-35GAL SCHAEFER CARTS W/BL	11/30/2008	60	11	490	90	98	400
187016	32 MSW	2973-35GAL SCHAEFER UNIVERSAL	11/30/2008	60	11	1400	257	280	1,143
187027	32 MSW	552-CCCCL CARTS / GREY	11/30/2008	60	11	290	53	58	237
187030	32 MSW	576-MODEL 60501 Toter CARTS	11/30/2008	60	11	470	86	94	384
187033	32 MSW	1800-SCHAEFER 35GAL ROLL CARTS	11/30/2008	60	11	1000	183	200	817
187037	32 MSW	114-Toter CARTS	11/30/2008	12		100	-	-	100
187038	32 MSW	30-Toter CARTS / GREEN	11/30/2008	12		30	-	-	30
187039	32 MSW	70-Toter CARTS / GREEN	11/30/2008	12		60	-	-	60
187164	32 MSW	100-35 GAL CARTS	11/30/2008	12		30	-	-	30
187176	32 MSW	362-35GAL CART GRAY	11/30/2008	14		3066.3	-	-	3,066
187179	32 MSW	300-35GAL CARTS	11/30/2008	14		3200	-	-	3,200
187189	32 MSW	100-32GAL CARTS	11/30/2008	14		500	-	-	500
187199	32 MSW	250-32GAL CONTAINERS	11/30/2008	19		2800	-	-	2,800



187257	32 MSW	150-32GAL CONTAINERS GARBAGE G	11/30/2008	38		2800	-	74	2,800
187260	32 MSW	37-35GAL CARTS	11/30/2008	60	11	20	4	4	16
187299	32 MSW	310-32 GAL CARTS	11/30/2008	46		8266.67	-	1,617	8,267
187339	32 MSW	50-35GAL RESIDENTIAL ROLL CART	11/30/2008	60	11	20	4	4	16
187346	32 MSW	25-32GAL RESI CONTAINERS	11/30/2008	12		0.25	-	-	0
187353	32 MSW	200-32GAL GARBAGE CARTS	11/30/2008	60	11	6427.94	1,178	1,286	5,249
187362	32 MSW	221-32GAL CARTS	11/30/2008	60	11	120.86	22	24	99
187364	32 MSW	140-32GAL CONTAINERS GARBAGE G	11/30/2008	38		2520	-	66	2,520
187369	32 MSW	100-32GAL RESIDENTIAL CARTS	1/10/2009	120	73	2978.41	1,812	298	1,167
187397	32 MSW	250-35 GAL CART	11/30/2008	60	11	100	18	20	82
187435	32 MSW	245-CARTS	11/30/2008	12	9	0	-	-	-
187454	32 MSW	12-32GAL SCHAEFFER ROLL CARTS	11/30/2008	60	11	10	2	2	8
187462	32 MSW	96-32GAL ROLL CARTS	11/30/2008	60	11	40	7	8	33
187464	32 MSW	306-35GAL CARTS	11/30/2008	60	57	0	-	-	-
187465	32 MSW	819-35GAL CARTS	11/30/2008	60	11	360	66	72	294
187483	32 MSW	250-35GAL CARTS, GREY, 8: TREA	11/30/2008	12		110	-	-	110
187502	32 MSW	270-35GAL SCHAEFER RESI CARTS	11/30/2008	60	11	10	2	2	8
187503	32 MSW	400-35 GALLON SCHAEFER CARTS (	11/30/2008	60	11	110	20	22	90
187507	32 MSW	100-35GAL B STYLE CART W/ SNAP	11/30/2008	60	11	30	6	6	25
187536	32 MSW	500-35GAL GARBAGE CARTS	11/30/2008	58	9	14000	2,172	2,897	11,828
187542	32 MSW	40-35GAL RESIDENTIAL ROLL CART	11/30/2008	60	11	10	2	2	8
187561	32 MSW	120-32GAL CARTS	11/30/2008	60	11	65.63	12	13	54
187566	32 MSW	20-32GAL RESI CARTS	11/30/2008	46		472	-	92	472
294137	32 MSW	140-32GAL CONTAINERS	11/30/2008	21		1568	-	-	1,568
295415	32 MSW	40-32GAL RESIDENTIAL CARTS	11/30/2008	60	11	21.33	4	4	17
296467	32 MSW	300-32 Gallon MSW Carts	10/30/2009	120	82	10275.45	7,022	1,028	3,254
303745	32 MSW	44-32 Gallon Carts	12/23/2009	120	84	1280.32	896	128	384
304252	32 MSW	840-32 Gal MSW Carts	5/26/2010	120	89	25351.76	18,803	2,535	6,549
305589	32 MSW	120-32 Gal MSW Carts	5/26/2010	120	89	3621.68	2,686	362	936
324207	32 MSW	175-35GAL RESIDENTIAL ROLL CAR	11/30/2008	60	11	17.14	3	3	14
327369	32 MSW	125-35GAL RESIDENTIAL ROLL CAR	11/30/2008	60	11	17.14	3	3	14
333957	32 MSW	410-32GAL RESIDENTIAL CARTS	11/30/2008	60	11	32	6	6	26
187031	32 MSW	124-RUBBERMAID ROLL CANS	11/30/2008	12	9	0			



	CN								
	32 MSW								
187032	CN	375-RUBBERMAID ROLL CANS	11/30/2008	12	9	0	-	-	-
187018	32 RCY	204-35GAL YARD CARTS	11/30/2008	60	11	80.88	15	16	66
187318	32 RCY	300-32 GAL RECYCLE CARTS	11/30/2008	51	2	8100	318	1,906	7,782
187550	32 RCY	107-35GAL RECYCLING CARTS	11/30/2008	12		1.05	-	-	1
308278	32 RCY	31-35 Gal Recycle Carts	8/31/2010	120	112	0.31	0	0	0
186919	4 YD F/L	11-4YD F/L	11/30/2008	29		60	-	-	60
186920	4 YD F/L	10-4YD F/L FLAT TOP W/COMP LID	11/30/2008	60	11	60	11	12	49
186921	4 YD F/L	15-4YD F/L SLANT	11/30/2008	60	11	80	15	16	65
186922	4 YD F/L	20-4YD F/L SLANT	11/30/2008	60	11	110	20	22	90
186923	4 YD F/L	40-4YD F/L SLANT W/ LID & CAST	11/30/2008	60	11	220	40	44	180
186924	4 YD F/L	40-4YD F/L SLANT W/ LID NO CAS	11/30/2008	60	11	200	37	40	163
186925	4 YD F/L	10-4YD F/L SLANT W/COMP LIDS (	11/30/2008	60	11	60	11	12	49
186926	4 YD F/L	6-4YD F/L SLANT W/COMP LIDS	11/30/2008	60	11	30	6	6	25
186927	4 YD F/L	6-4YD F/L SLANT W/COMP LIDS	11/30/2008	60	11	30	6	6	25
186928	4 YD F/L	1-4YD F/L TAPERED	11/30/2008	60	11	10	2	2	8
186930	4 YD F/L	3-4YD F/L TAPERED	11/30/2008	60	11	20	4	4	16
186931	4 YD F/L	4-4YD F/L TAPERED	11/30/2008	60	11	20	4	4	16
186932	4 YD F/L	4-4YD F/L TAPERED	11/30/2008	60	11	20	4	4	16
186934	4 YD F/L	5-4YD F/L TAPERED NO CASTERS (	11/30/2008	60	11	30	6	6	25
186935	4 YD F/L	5-4YD F/L TAPERED NO LID/CASTE	11/30/2008	60	11	20	4	4	16
186936	4 YD F/L	4-4YD F/L TAPERED NO LIDS	11/30/2008	60	11	20	4	4	16
186937	4 YD F/L	4-4YD F/L TAPERED NO LIDS	11/30/2008	60	11	20	4	4	16
186938	4 YD F/L	5-4YD F/L TAPERED NO LIDS	11/30/2008	60	11	30	6	6	25
186939	4 YD F/L	1-4YD F/L TAPERED W/ COMP LID	11/30/2008	60	11	10	2	2	8
186940	4 YD F/L	10-4YD F/L TAPERED W/COMP LIDS	11/30/2008	60	11	60	11	12	49
186941	4 YD F/L	10-4YD F/L TAPERED W/COMP LIDS	11/30/2008	60	11	60	11	12	49
186942	4 YD F/L	5-4YD F/L TAPERED W/COMP LIDS	11/30/2008	60	11	30	6	6	25
186943	4 YD F/L	5-4YD F/L TAPERED W/COMP LIDS	11/30/2008	60	11	30	6	6	25
186945	4 YD F/L	9-4YD F/L W/COMP LIDS	11/30/2008	22		41.18	-	-	41
186946	4 YD F/L	11-4YD F/L, NO LIDS	11/30/2008	22		50	-	-	50
186947	4 YD F/L	29-4YD F/L, NO LIDS	11/30/2008	22		130	-	-	130
186949	4 YD F/L	2-4YD F/L, NO LIDS/NO CASTERS	11/30/2008	24		10	-	-	10



186951	4 YD F/L	15-4YD SLANT TOP F/L	11/30/2008	60	11	80	15	16	65
187074	4 YD F/L	4-4YD FEL SLANT CONTAINER W/L	11/30/2008	60	11	30	6	6	25
187093	4 YD F/L	8-4YD FEL CONTAINERS	11/30/2008	62	13	1300	273	252	1,027
187103	4 YD F/L	2-4YD CONTAINER	11/30/2008	69	20	560	162	97	398
187182	4 YD F/L	5-4YD FL CONTAINERS	11/30/2008	74	25	1700	574	276	1,126
187184	4 YD F/L	3-4YD FL CONTAINERS	11/30/2008	74	25	950	321	154	629
187208	4 YD F/L	2-4YD FEL CONTAINER	11/30/2008	84	35	800	333	114	467
187214	4 YD F/L	2-4YD FEL CONTAINERS	11/30/2008	86	37	790	340	110	450
187235	4 YD F/L	4-4YD FEL CONTAINERS	11/30/2008	93	44	2200	1,041	284	1,159
187236	4 YD F/L	4-4YD FEL CONTAINERS	11/30/2008	93	44	2200	1,041	284	1,159
187247	4 YD F/L	5-4YD FEL CONTAINERS	11/30/2008	97	48	2500	1,237	309	1,263
187265	4 YD F/L	4-4YD FEL CONTAINERS RECYCLING	11/30/2008	103	54	1900	996	221	904
187266	4 YD F/L	2-4YD FEL CONTAINERS RECYCLING	11/30/2008	103	54	930	488	108	442
187280	4 YD F/L	5-4YD FEL CONTAINERS SLANT TRA	11/30/2008	103	54	2300	1,206	268	1,094
187302	4 YD F/L	4-4YD FEL CONT. CARDBD RECYCLE	11/30/2008	108	59	2400	1,311	267	1,089
187330	4 YD F/L	15-4YD FL SLANT-TOP CONTAINERS	11/30/2008	118	69	8700	5,087	885	3,613
187468	4 YD F/L	4YD F/L CARDBOARD CONTAINER (1	11/30/2008	60	11	70	13	14	57
187473	4 YD F/L	2-4YD F/L MODEL 753 EXPANDED M	11/30/2008	60	11	10	2	2	8
187485	4 YD F/L	3-4YD RECYCLING CONTAINER (ALS	11/30/2008	12		20	-	-	20
187524	4 YD F/L	2-4YD FEL CONTAINERS	11/30/2008	74	25	630	213	102	417
294141	4 YD F/L	1-4YD EXPANDED METAL F/L CARDB	11/30/2008	60	11	6	1	1	5
185751	40 YD	5-40 YD DB	11/30/2008	60	11	230	42	46	188
185808	40 YD	4-40YD STANDARD DROP BOXES	11/30/2008	60	11	180	33	36	147
186999	40 YD	1-22 LONG X 38.5YD OCTAGONAL C	11/30/2008	60	11	90	17	18	74
187002	40 YD	1-40 YD STATIONARY COMP&TUBES(	11/30/2008	12		340	-	-	340
187003	40 YD	1-40YD STATIONALRY COMP&TUBE (	11/30/2008	12	9	0	-	-	-
187005	40 YD	1-40 YD STATIONARY COMP&TUBE (	11/30/2008	60	11	360	66	72	294
187006	40 YD	1-40 YD STATIONARY COMP&TUBE (	11/30/2008	60	11	230	42	46	188
187158	40 YD	10-40YD ROLL OFF CNTR	11/30/2008	22		4500	-	-	4,500
187271	40 YD	4-40YD R/O CONTAINERS	11/30/2008	103	54	17000	8,913	1,981	8,087
187272	40 YD	1-40YD R/O CONTAINERS	11/30/2008	103	54	4200	2,202	489	1,998
187289	40 YD	1-40YD RECEIVER	11/30/2008	103	54	4300	2,254	501	2,046
187322	40 YD	1-40YD OCTAGONAL RECEIVER TUBE	11/30/2008	113	64	5700			



							3,228	605	2,472
187327	40 YD	1-40YD OCTAGONAL RECEIVER TUBE	11/30/2008	116	67	5800	3,350	600	2,450
187408	40 YD	1-STATIONARY COMPTR&TUBE 40YD	11/30/2008	60	11	170	31	34	139
187428	40 YD	1-40YD 20X7 DB	11/30/2008	12	9	0	-	-	-
187548	40 YD	6-40YD RO CONTAINERS	11/30/2008	12		0.06	-	-	0
308272	40 YD	3-40 Yd Compactor	8/31/2010	180	180	0.02	0	-	-
187116	452-0020	1994 INT'L	11/30/2008	12		1500	-	-	1,500
187117	452-0020	1994 K PAC KP-CCR CONTAINER CA	11/30/2008	12		200	-	-	200
187355	452-008	2008 GMC SIERRA-RT OBSERV P/U	12/10/2008	60	12	16496	3,299	3,299	13,197
187145	452-0081	1996 TOYOTA FORKLIFT	11/30/2008	24		3500	-	-	3,500
187146	452-0092	1992 CASE TRACTOR 2007 COMMERCIAL MSW-FRONT	11/30/2008	12		6200	-	-	6,200
187292	452-1242	LOAD	11/30/2008	105	56	170000	90,667	19,429	79,333
187264	452-2448	2007 RESI MSW SIDELOAD	11/30/2008	103	54	180000	94,369	20,971	85,631
187241	452-2449	2006 AUTOCAR RESIDENTIAL SL	11/30/2008	94	45	160000	76,596	20,426	83,404
186573	452-2450	1998 VOLVO WXR42T W/ HEIL RAP	11/30/2008	24		2300	-	-	2,300
187554	453-2432	2008 WX64 AUTOCAR W/MCNEILUS	1/10/2009	96	49	245064.07	125,085	30,633	119,979
298866	453-2432	Grabber Arms	12/22/2009	86	50	3321.49	1,931	463	1,390
186918	48 YD	8-48YD DB	11/30/2008	12	9	0	-	-	-
186952	6 YD F/L	10-6YD F/L	11/30/2008	60	11	60	11	12	49
186953	6 YD F/L	11-6YD F/L	11/30/2008	12		53.33	-	-	53
186954	6 YD F/L	60-6YD F/L CATH. W/ LID NO CAS	11/30/2008	60	11	360	66	72	294
186955	6 YD F/L	10-6YD F/L CATHEDRAL	11/30/2008	60	11	60	11	12	49
186956	6 YD F/L	10-6YD F/L CATHEDRAL	11/30/2008	60	11	60	11	12	49
186957	6 YD F/L	15-6YD F/L CATHEDRAL	11/30/2008	60	11	90	17	18	74
186958	6 YD F/L	15-6YD F/L CATHEDRAL	11/30/2008	60	11	100	18	20	82
186959	6 YD F/L	3-6YD F/L CATHEDRAL	11/30/2008	12		18	-	-	18
186960	6 YD F/L	6-6YD F/L CATHEDRAL	11/30/2008	60	11	40	7	8	33
186961	6 YD F/L	2-6YD F/L CATHEDRAL W/ STEEL L	11/30/2008	60	11	20	4	4	16
186962	6 YD F/L	4-6YD F/L CATHEDRAL W/AUTO REL	11/30/2008	60	11	30	6	6	25
186963	6 YD F/L	10-6YD F/L CATHEDRAL W/COMP LI	11/30/2008	60	11	60	11	12	49
186964	6 YD F/L	15-6YD F/L CATHEDRAL W/COMP LI	11/30/2008	60	11	100	18	20	82
186965	6 YD F/L	3-6YD F/L CATHEDRAL W/COMP LID	11/30/2008	60	11	20	4	4	16
186966	6 YD F/L	5-6YD F/L CATHEDRAL W/COMP LID	11/30/2008	60	11	30	6	6	25



186967	6 YD F/L	3-6YD F/L CATHEDRAL, NO CASTER	11/30/2008	60	11	20	4	4	16
186968	6 YD F/L	10-6YD F/L FLAT TOP CONT W/COM	11/30/2008	60	11	80	15	16	65
186969	6 YD F/L	42-6YD F/L NO LIDS, NO CASTERS	11/30/2008	22		250	-	-	250
186970	6 YD F/L	3-6YD F/L NO LIDS/NO CASTERS (	11/30/2008	24		20	-	-	20
186971	6 YD F/L	10-6YD F/L TAPERED	11/30/2008	60	11	70	13	14	57
186972	6 YD F/L	2-6YD F/L TAPERED	11/30/2008	60	11	20	4	4	16
186973	6 YD F/L	2-6YD F/L TAPERED	11/30/2008	60	11	20	4	4	16
186974	6 YD F/L	3-6YD F/L TAPERED	11/30/2008	60	11	20	4	4	16
186975	6 YD F/L	5-6YD F/L TAPERED NO CASTERS (	11/30/2008	60	11	30	6	6	25
186976	6 YD F/L	5-6YD F/L TAPERED W/ NO LID (5	11/30/2008	60	11	30	6	6	25
186977	6 YD F/L	10-6YD F/L TAPERED W/COMP LIDS	11/30/2008	60	11	80	15	16	65
186978	6 YD F/L	5-6YD F/L TAPERED W/COMP LIDS	11/30/2008	60	11	40	7	8	33
186979	6 YD F/L	1-6YD F/L W/COMP LID, NO CASTE	11/30/2008	30		10	-	-	10
186981	6 YD F/L	2-6YD W/NEWSPRINT LID	11/30/2008	12		20	-	-	20
186983	6 YD F/L	2-6YD W/SPECIAL NEWSPRINT LID	11/30/2008	12		20	-	-	20
187092	6 YD F/L	6-2YD FEL CONTAINERS	11/30/2008	62	13	730	153	141	577
187155	6 YD F/L	5-6YD F/L SLANT TOP CONTAINERS	11/30/2008	26		290	-	-	290
187156	6 YD F/L	5-6YD F/L CATHEDRAL STYLE CONT	11/30/2008	26		300	-	-	300
187185	6 YD F/L	1-6YD FL CONTAINERS	11/30/2008	74	25	333.33	113	54	221
187209	6 YD F/L	4-6YD FEL CONTAINERS	11/30/2008	84	35	2100	875	300	1,225
187215	6 YD F/L	2-6YD FEL CONTAINERS	11/30/2008	86	37	1100	473	153	627
187248	6 YD F/L	7-6YD FEL CONTAINERS	11/30/2008	97	48	4400	2,177	544	2,223
187253	6 YD F/L	8-6YD FEL CONTAINERS "RECYCLE"	11/30/2008	98	49	5700	2,850	698	2,850
187273	6 YD F/L	2-6YD FEL CONTAINERS RECYCLING	11/30/2008	103	54	1100	577	128	523
187277	6 YD F/L	4-6YD FEL CONTAINERS RECYCLING	11/30/2008	103	54	2100	1,101	245	999
187279	6 YD F/L	6-6YD FEL CONTAINERS RECYCLING	11/30/2008	103	54	3100	1,625	361	1,475
187303	6 YD F/L	8-6YD FEL CONT. CARDBD RECYCLE	11/30/2008	108	59	5500	3,005	611	2,495
187326	6 YD F/L	1-6YD FL CONTAINER W/COMP LID	11/30/2008	60	11	10	2	2	8
187436	6 YD F/L	6-SPECIAL RECYCLE CONTAINER	11/30/2008	12		20	-	-	20
187455	6 YD F/L	1-6YD F/L CATHEDRAL, NO CASTER	11/30/2008	60	11	10	2	2	8
187458	6 YD F/L	1-6YD F/L CATHEDRAL W/COMP LID	11/30/2008	60	11	10	2	2	8
187469	6 YD F/L	2-6YD F/L CARDBOARD RECYCLING	11/30/2008	60	11	20	4	4	16
187470	6 YD F/L	1-6YD F/L GARBAGE CONTAINER	11/30/2008	60	11	10			

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							2	2	8
187528	6 YD F/L	4-6YD FEL CONTAINERS	11/30/2008	86	37	2100	903	293	1,197
187543	6 YD F/L	26-6YD FL CONTAINERS	11/30/2008	12		0.26	-	-	0
298698	6 YD F/L	9-6YD FEL Containers	12/30/2009	180	144	7034.33	5,627	469	1,407
309286	6 YD F/L	10-6 YD FL	11/30/2008	12	9	0	-	-	-
187021	64 MSW	9-64GAL. S/A RED TOTER CARTS	11/30/2008	60	11	10	2	2	8
187022	64 MSW	288-65GAL CART / GREY	11/30/2008	60	11	150	28	30	123
187023	64 MSW	140-65GAL CARTS	11/30/2008	60	11	70	13	14	57
187024	64 MSW	24-65GAL CARTS	11/30/2008	60	57	0	-	-	-
187025	64 MSW	236-65GAL CARTS	11/30/2008	60	11	130	24	26	106
187026	64 MSW	280-65GAL CARTS	11/30/2008	60	11	140	26	28	114
187070	64 MSW	275-65GAL B-STYLE CART W/ SNAP	11/30/2008	60	11	120	22	24	98
187079	64 MSW	200-65GAL CARTS	11/30/2008	60	11	80	15	16	65
187084	64 MSW	50-65GAL CARTS	11/30/2008	60	11	30	6	6	25
187085	64 MSW	150-65GAL CARTS	11/30/2008	60	11	70	13	14	57
187107	64 MSW	28-65GAL CONTAINER	11/30/2008	12		10	-	-	10
187149	64 MSW	280-65- GAL CARTS	11/30/2008	60	11	140	26	28	114
187165	64 MSW	100-65 GAL CARTS	11/30/2008	12		20.8	-	-	21
187177	64 MSW	100-65GAL CART GRAY	11/30/2008	14		1200	-	-	1,200
187198	64 MSW	350-68GAL CONTAINERS	11/30/2008	19		5300	-	-	5,300
187219	64 MSW	150-65GAL CONTAINERS	11/30/2008	28		4000	-	-	4,000
187224	64 MSW	300-65GAL CONTAINERS GARBAGE	11/30/2008	31		8400	-	-	8,400
187238	64 MSW	350-65GAL CONTAINERS GARBAGE/G	11/30/2008	33		9100	-	-	9,100
187256	64 MSW	198-68GAL CONTAINERS GARBAGE G	11/30/2008	38		5200	-	137	5,200
187297	64 MSW	98-68 GAL CARTS	11/30/2008	46		3700	-	724	3,700
187347	64 MSW	121-64GAL RESI CONTAINERS	11/30/2008	12		1.21	-	-	1
187363	64 MSW	576-65GAL BAR CART W/SNAP WHEE	3/10/2009	120	75	21205.24	13,253	2,121	7,952
187701	64 MSW	17-65GAL CARTS	11/30/2008	60	11	9.44	2	2	8
308267	64 MSW	240-65 Gal MSW Carts	8/31/2010	120	92	2.4	2	0	1
309289	64 MSW	9-65GAL CARTS	11/30/2008	12		33.16	-	-	33
320959	64 MSW	301-65 Gallon MSW Carts	6/6/2011	120	102	13492.83	11,469	1,349	2,024
187028	64 RCY	288-65GAL CARTS / YD DEBRIS	11/30/2008	60	11	200	37	40	163
187320	64 RCY	16484-64 GAL RECYCLE CARTS	11/30/2008	51	2	576254.73	22,598	135,589	553,657



187351	64 RCY	6-64GAL RECYCLING CONTAINERS	11/30/2008	12	3	0.06	0	-	0
187535	64 RCY	1221-68GAL CO-MINGLE CARTS	11/30/2008	57	8	44991.5	6,315	9,472	38,677
187537	64 RCY	588-65GAL CO-MINGLE CARTS	11/30/2008	58	9	22000	3,414	4,552	18,586
187538	64 RCY	308-65GAL CO-MINGLE CARTS	11/30/2008	58	9	12000	1,862	2,483	10,138
187540	64 RCY	2044-65GAL CO-MINGLE CARTS	11/30/2008	58	9	78000	12,103	16,138	65,897
294121	64 RCY	150-64 GAL RECYCLE CARTS	11/30/2008	51	2	5243.76	206	1,234	5,038
294144	64 RCY	154-68GAL AUTOCOMMINGLE CARTS	11/30/2008	53	4	5494.51	415	1,244	5,080
296466	64 RCY	300-68 Gallon Recycle Cart	10/30/2009	120	82	11720.44	8,009	1,172	3,711
330698	64 RCY	197-65 Gallon Recycle Carts	12/16/2009	120	84	2449.29	1,715	245	735
187034	90 MSW	330-SCHAEFER 95GAL CARDS / USD	11/30/2008	60	11	230	42	46	188
187035	90 MSW	330-SCHAEFER 95GAL ROLL CARTS	11/30/2008	60	11	240	44	48	196
187036	90 MSW	165-SCHAEFER 95GAL ROLL CARTS	11/30/2008	60	11	120	22	24	98
187072	90 MSW	360-95GAL CART W/ PLASTIC SNAP	11/30/2008	60	11	180	33	36	147
187080	90 MSW	780-95GAL CARTS	11/30/2008	60	11	350	64	70	286
187096	90 MSW	9-95GAL CARTS	11/30/2008	12		4.05	-	-	4
187174	90 MSW	87-95GAL CARTS	11/30/2008	14		630	-	-	630
187175	90 MSW	200-95GAL CART GRAY	11/30/2008	14		2700	-	-	2,700
187196	90 MSW	200-95GAL CONTAINERS	11/30/2008	19		3700	-	-	3,700
187197	90 MSW	100-95GAL CONTAINERS	11/30/2008	19		1800	-	-	1,800
187206	90 MSW	134-95GAL CART-GRAY	11/30/2008	23		2500	-	-	2,500
187225	90 MSW	262-95GAL CONTAINERS GARBAGE	11/30/2008	31		7100	-	-	7,100
187239	90 MSW	133-95GAL CONTAINERS GARBAGE/G	11/30/2008	33		3800	-	-	3,800
187255	90 MSW	139-95GAL CONTAINERS GARBAGE G	11/30/2008	38		3900	-	103	3,900
187295	90 MSW	486-95 GAL CARTS	11/30/2008	46		19000	-	3,717	19,000
187298	90 MSW	297-95 GAL CARTS	11/30/2008	46		12000	-	2,348	12,000
187354	90 MSW	414-95GAL GARBAGE CARTS	11/30/2008	60	11	19144.81	3,510	3,829	15,635
187375	90 MSW	331-90GAL CARTS	11/30/2008	12		290	-	-	290
187376	90 MSW	386-90GAL CARTS	11/30/2008	12		16.29	-	-	16
187396	90 MSW	250-95 GAL CARTS	11/30/2008	60	11	140	26	28	114
187445	90 MSW	34-90GAL Toter CARTS	11/30/2008	60	11	20	4	4	16
187449	90 MSW	167-90GAL Toter CARTS	11/30/2008	60	11	133.6	25	27	109
187457	90 MSW	107-95GAL SCHAEFFER CARTS	11/30/2008	60	11	70	13	14	57
187459	90 MSW	134-95GAL SCHAEFER ROLL CARTS	11/30/2008	60	11	90			



						17	18	74	
187461	90 MSW	165-95GAL ROLL CARTS	11/30/2008	60	11	120	22	24	98
187463	90 MSW	165-95GAL CARTS	11/30/2008	60	11	120	22	24	98
187466	90 MSW	100-95GAL CARTS W/LIDS	11/30/2008	60	11	60	11	12	49
187467	90 MSW	190-95GAL CARTS	11/30/2008	60	11	120	22	24	98
187471	90 MSW	250-95GAL UNIV CART ASSY W/LID	11/30/2008	60	11	140	26	28	114
187484	90 MSW	250-95GAL CART ASSY,12IN TREAD	11/30/2008	60	11	140	26	28	114
187508	90 MSW	150-95GAL B STYLE CART W/ SNAP	11/30/2008	60	11	70	13	14	57
187512	90 MSW	165-95GAL SCHAEFER ROLL CARTS	11/30/2008	60	11	20	4	4	16
187534	90 MSW	22-95GAL CONTAINERS W/WHEELS	11/30/2008	60	11	10	2	2	8
300635	90 MSW	120-95 Gallon Carts	12/21/2009	120	84	5369.33	3,759	537	1,611
300636	90 MSW	30-95 Gallon Carts	12/21/2009	120	84	1342.33	940	134	403
301176	90 MSW	164-95 Gallon Carts	12/21/2009	120	84	7338.09	5,137	734	2,201
305592	90 MSW	44-90GAL TOTE CARTS	11/30/2008	60	11	35.2	6	7	29
309282	90 MSW	194-95 GAL CARTS	11/30/2008	60	11	102.36	19	20	84
313138	90 MSW	36-90GAL CARTS	11/30/2008	12	9	0	-	-	-
315324	90 MSW	88-90GAL CARTS	11/30/2008	12		3.71	-	-	4
320611	90 MSW	491-95 Gal MSW Carts	5/31/2011	120	101	24661.61	20,757	2,466	3,905
320958	90 MSW	60-Pink 95 Gallon MSW Carts	6/6/2011	120	102	3538.2	3,007	354	531
321249	90 MSW	20-Pink 95 Gallon MSW Carts	6/6/2011	120	102	1179.4	1,002	118	177
321585	90 MSW	504-95 Gallon MSW Carts	6/30/2011	120	102	27654.32	23,506	2,765	4,148
187178	90 RCY	100-95GAL CART LIGHT GRAY	11/30/2008	14		1400	-	-	1,400
187207	90 RCY	123-95GAL CART-LIGHT GRAY	11/30/2008	23		2300	-	-	2,300
187226	90 RCY	304-95GAL CONTAINERS YARD DEBR	11/30/2008	31		8837.21	-	-	8,837
187240	90 RCY	331-95GAL CONT. YARD DEBRIS LT	11/30/2008	33		9400	-	-	9,400
187254	90 RCY	224-95GAL CONT. YARD DEBRIS LT	11/30/2008	38		6294.21	-	166	6,294
187319	90 RCY	722-95 GAL RECYCLE CART	11/30/2008	51	2	28917.31	1,134	6,804	27,783
187340	90 RCY	27-95GAL YARD DEBRIS CARTS	11/30/2008	60	11	20	4	4	16
187539	90 RCY	4129-90GAL YARD DEBRIS CARTS	11/30/2008	58	9	176810.91	27,436	36,582	149,375
187552	90 RCY	52-90GAL RECYCLING CARTS	11/30/2008	12		0.04	-	-	0
187553	90 RCY	95-95GAL RECYCLING CARTS	11/30/2008	12		0.95	-	-	1
187562	90 RCY	40-95GAL CONTAINERS YARD DEBRI	11/30/2008	31		1162.79	-	-	1,163
295412	90 RCY	27-95 GAL YARDWASTE CARTS	11/30/2008	60	11	20.45	4	4	17



305041	90 RCY	387-95 Gal Yard Waste Carts	5/26/2010	120	89	18133.08	13,449	1,813	4,684
305470	90 RCY	9-95 Gal Yard Waste Carts	5/26/2010	120	89	421.7	313	42	109
305590	90 RCY	108-95 Gal Yard Waste Carts	5/26/2010	120	89	5060.39	3,753	506	1,307
306866	90 RCY	504-95 Gal Yard Waste Carts	7/30/2010	120	91	25613.84	19,424	2,561	6,190
187323	ADDL COST	16484-ADDT'L COST	11/30/2008	51	2	42051.02	1,649	9,894	40,402
187541	ADDL COST	1764-65GAL LABOR & ASSEMBLY OF	11/30/2008	57	8	2000	281	421	1,719
294122	ADDL COST	150-ADDT'L COST	11/30/2008	51	2	382.65	15	90	368
294145	COST	154-LABOR & ASSY NEW RESI CART	11/30/2008	53	4	167.22	13	38	155
187311	ADDLCOST	ADD'L COST FRT	11/30/2008	46		870	-	170	870
187222	RCYBIN	1471-14GAL RECYCLING CONTAINER	11/30/2008	30		3800	-	-	3,800
187223	RCYBIN	1071-14GAL RECYCLING CONTAINER	11/30/2008	30		2800	-	-	2,800
187230	RCYBIN	250-14GAL CONTAINERS GREY	11/30/2008	32		780	-	-	780
187231	RCYBIN	750-14GAL CONTAINERS BLUE	11/30/2008	32		2400	-	-	2,400
187290	RCYBIN	1000-14GAL RECYCLING CONTAINER	11/30/2008	43		4100	-	572	4,100
187296	RCYBIN	1200-14GAL RECYCLE BINS BLUE	11/30/2008	46		5800	-	1,135	5,800
187325	RCYBIN	800-4GAL CURBSIDE GLASS ONLY	11/30/2008	55	6	4500	491	982	4,009
187352	RCYBIN	1963-14GAL RECYCLING CONTAINER	11/30/2008	12		19.63	-	-	20
187434	RCYBIN	10-TOTE BIN MODEL 'A'	11/30/2008	12	9	0	-	-	-
187531	RCYBIN	12-14GAL CONTAINER-RESIDENTIAL	11/30/2008	44		48.6	-	8	49
187661	RCYBIN	244-14GAL RECYCLE BIN / NAVY B	11/30/2008	60	11	15.03	3	3	12
187755	RCYBIN	400-14GAL CONTAINERS	11/30/2008	30		1800	-	-	1,800
187772	RCYBIN	425-14GAL RECYCLING CONTAINER	11/30/2008	38		1530	-	40	1,530
302038	RCYBIN	500 - 14 Gallon Recycle Bins	3/8/2010	120	87	3525	2,556	353	969
308878	RCYBIN	168-14GAL RECYCLE BIN / NAVY B	11/30/2008	60	11	10.35	2	2	8
309341	RCYBIN	75-14GAL RECYCLING CONTAINER	11/30/2008	38		270	-	7	270
317289	RCYBIN	1,000 - 14 GALLON RECYCLE BINS	3/1/2011	120	99	7480	6,171	748	1,309
185508	SECURITY	2-SECURITY BOXES	11/30/2008	12	9	0	-	-	-
185509	SECURITY	6-SECURITY BOXES	11/30/2008	12	9	0	-	-	-
185702	SECURITY	2-22' STANDARD SECURITY BOXES	11/30/2008	60	11	100	18	20	82
186771	SECURITY	1-22 LID	11/30/2008	12	9	0	-	-	-
186772	SECURITY	1-22 LID W/SCREEN	11/30/2008	12	9	0	-	-	-
186773	SECURITY	1-22 SECURITY BOX	11/30/2008	12	9	0	-	-	-
186774	SECURITY	2-22 SECURITY BOXES	11/30/2008	12	9	0	-	-	-



186775	SECURITY	2-22 SECURITY BOXES	11/30/2008	12	9	0	-	-	-
186776	SECURITY	2-22 SECURITY BOXES	11/30/2008	12	9	0	-	-	-
186777	SECURITY	2-22 SECURITY BOXES	11/30/2008	60	11	90	17	18	74
186778	SECURITY	2-22 SECURITY BOXES (	11/30/2008	60	11	90	17	18	74
186779	SECURITY	3-22 SECURITY BOXES	11/30/2008	60	11	140	26	28	114
186780	SECURITY	6-22 SECURITY BOXES W/SUPERIOR	11/30/2008	60	11	280	51	56	229
186781	SECURITY	1-22 SOLID LID	11/30/2008	12	9	0	-	-	-
186782	SECURITY	1-22 SOLID LID	11/30/2008	12	9	0	-	-	-
186783	SECURITY	4-22 STANDARD SECURITY BOX / H	11/30/2008	60	11	210	39	42	172
186784	SECURITY	4-22 STANDARD SECURITY BOX / H	11/30/2008	60	11	210	39	42	172
186785	SECURITY	4-22 STANDARD SECURITY BOXES (	11/30/2008	60	11	210	39	42	172
186998	SECURITY	1-SPECIAL SECURITY BOX	11/30/2008	12	9	0	-	-	-
187460	SECURITY	2-22' SECURITY BOXES	11/30/2008	60	11	100	18	20	82
296307		1 YD, 1.5 YD, 2 YD & 6 YD CNTS	10/15/2009	180	142	16089	12,692	1,073	3,397
296319		2 YD, 4 YD & 6 YD CARDBRD CNTS	10/22/2009	180	142	10375	8,185	692	2,190
324959		10 x 1.5 yrd front load cntnrs	8/31/2011	180	164	4990	4,546	333	444
324960		15 x 2 yrd FEL Containers	8/31/2011	180	164	7875	7,175	525	700
325262		32Gal Classic-Drk Gray-No Lid	9/19/2011	120	105	23277.8	20,368	2,328	2,910
326296		10 x 30yrd Roll-off Drop Box	10/1/2011	180	166	45950	42,376	3,063	3,574
327922		2 yard FEL Container	11/16/2011	1		0.01	-	-	0
327923		2 yard REL Container	11/16/2011	1		0.01	-	-	0
327926		Resi Carts	11/16/2011	120	108	0.05	0	0	0
327927		FEL Containers	11/16/2011	180	180	0.03	0	-	-
327928		Containers-Industrial	11/16/2011	180	180	0.02	0	-	-
332590		35 Gal MSW Resi carts	3/31/2012	120	111	37465	34,655	2,810	2,810
334378		14 Gallon Residential Rcy Bins	5/16/2012	120	113	6825.5	6,427	398	398



Finance Department  
500 SW Madison Avenue  
Corvallis, OR 97333  
541-766-6990  
541-754-1729

MEMORANDUM

March 21, 2013

TO: Adam Steele, Franchise Utility Specialist  
FROM: Jeanna Yeager, Accountant  
SUBJECT: Republic Services of Corvallis, Annual Financial Review Fiscal Year 2012

This review consists of inquiries and analytical procedures and is very limited in its nature. It does not attest to whether the financial statements or schedules were prepared in accordance with Generally Accepted Accounting Principles. The Republic Services of Corvallis (formerly Allied Waste of Corvallis) annual reports are unaudited financial reports that are the representation of the management of Republic Services.

This review is based on Republic Services' fiscal year, January 1, 2012 through December 31, 2012. During the year, Republic Services received total revenues of \$7,377,812, down 1.7% from the prior year. Republic Services attributes this primarily to weakening commodity prices.

Total operating expenditures were \$5,458,652, a decrease of 3.3%. According to Republic Services, "significantly improved maintenance spend and labor management accounted for the majority of the improvement." Salaries and general administrative costs decreased 18.8%, which is attributed to the absence of a General Manager for the first half of the year and the elimination of an assistant manager position. This resulted in operating income of \$976,891 and net income of \$586,135, both representing increases of approximately 40% when compared to the prior fiscal year.

Republic Services reports franchise fees totaling \$378,647, paid to the City of Corvallis, for standard waste, medical waste, and recycling receipts. This is consistent with City records.

Republic Services has maintained a reasonably strong financial position with current assets of \$1,028,405 and current liabilities of \$346,791.

Based on this review, acceptance of Republic Services' annual report is recommended.

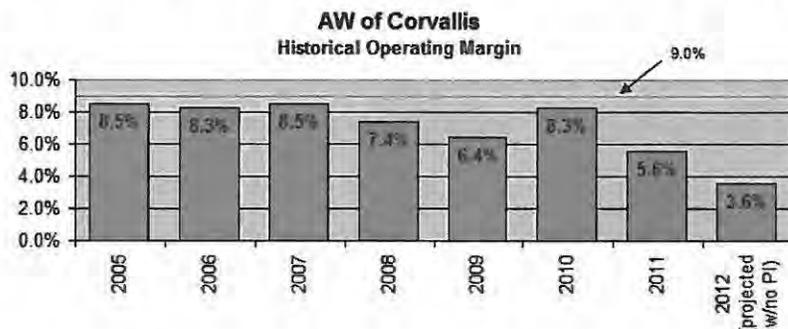


**DATE:** August 26, 2012  
**TO:** Adam Steele  
**FROM:** Gary Blake & Dan Strandy  
**SUBJECT:** AW of Corvallis Request for Rate Adjustment

We are pleased to serve our customers in the City of Corvallis and take pride in providing a high level of customer satisfaction while managing a safe and efficient operation. We value our partnership with the City of Corvallis and our shared vision of a sustainable community. We constantly work to improve our efficiency helping to minimize the effect of inflation and delaying rate adjustments to our customers for as long as possible.

### Rate Request

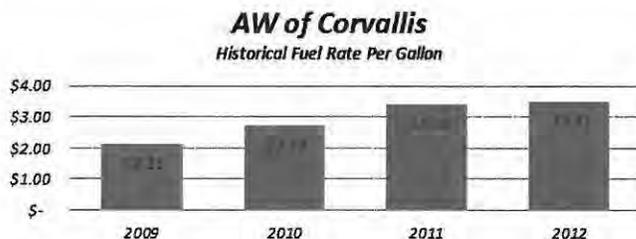
Given the length of time since our last rate adjustment (May 2009) coupled with rising costs, mainly fuel increases (up 60%), we respectfully request a 6% price increase effective October 1. Our request of 6% will not return us to historic operating margin levels but we are sensitive to the difficult economic challenges that we all face and we're willing to defer additional increase over the 6% at this time.



*Historically, profitability has been between 8% and 9%. This rate increase request of 6% will not return AW to the historic profitability levels.*

### Fuel Costs

With respect to the fuel price impact to our business, fuel rates have increased 63% since 2009 and represent 10% of our costs, the impact to our operating margin is a decline of 6%.

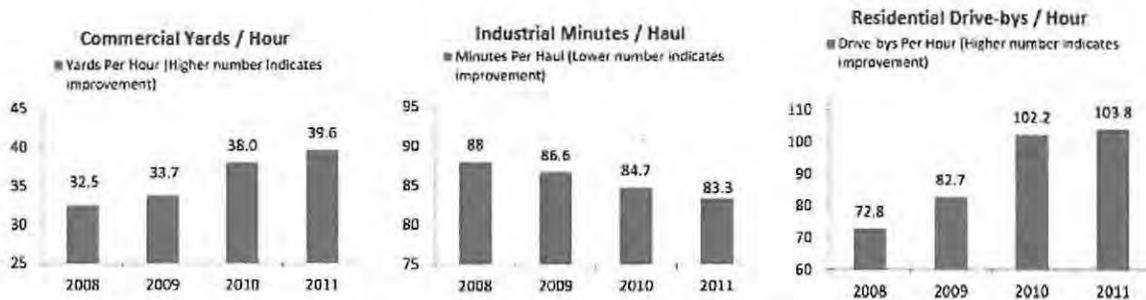


*Since 2009, fuel price has risen \$1.36 per gallon, or 63%.*

## Inflationary Impact and Expense Control

Though fuel costs consume this entire request, we also have experienced inflationary costs across other areas of our business. The inflation rate since 2009 has increased 9%, and we've worked hard to mitigate rising costs through improved productivity. We've been able to improve upon route productivity since 2009 by continually examining ways to work smarter while maintaining the highest customer service standards and exemplary safety record.

- Commercial – 22% improvement.
- Industrial – 5% improvement.
- Residential – 43% improvement.



Additional information was requested from our August 22<sup>nd</sup> discussion. As per your email from the morning of the 23<sup>rd</sup> the following is attached.

1. Year to Date 2012 Statement of Income (through July)
2. Year to Date 2012 Schedule of Direct Expenses (through July)
3. 2010 – 2011 Labor Explanation

**Allied Waste of Corvallis**  
**City of Corvallis**  
**Statement of Income**  
**For the Seven Months Ended July 31, 2012**

	<b>2012</b>	<b>% of Rev</b>
<i>Revenue</i>	4,358,873	
<i>Cost of Operations</i>	3,338,626	76.6%
<i>Gross Profit</i>	1,020,247	23.4%
<i>Salaries, General and Administrative</i>	550,673	12.6%
<i>Operating Income</i>	469,574	10.8%
<i>Provision for Income Taxes</i>	187,830	4.3%
<i>Income</i>	281,744	6.5%

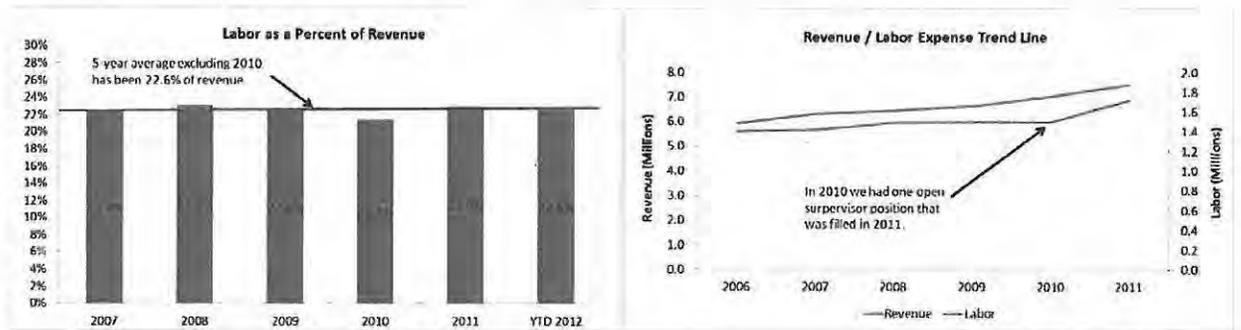
**Allied Waste of Corvallis**  
**City of Corvallis**  
**Schedule of Direct Expenses**  
**For The Seven Months Ended July 31, 2012**

	<b>2012</b>	<b>% of Rev</b>
<b>COST OF OPERATIONS</b>		
Labor	983,091	22.6%
R&M	272,733	6.3%
Vehicle Ops Costs	332,245	7.6%
Facility	115,720	2.7%
Insurance	215,052	4.9%
Disposal & Recycling Purchases	847,425	19.4%
Franch. Fees	218,600	5.0%
Oth Ops Costs	72,331	1.7%
Deprecitation	281,429	6.5%
<b>TOTAL COST OF OPERATIONS</b>	<b>3,338,626</b>	<b>76.6%</b>
<b>SALARIES, GENERAL &amp; ADMINISTRATIVE</b>		
Salaries	130,780	3.0%
Sales, General & Administrative Expenses	419,893	9.6%
<b>TOTAL SALARIES, GENERAL &amp; ADMINISTRATIVE</b>	<b>550,673</b>	<b>12.6%</b>

## 2010 – 2011 Labor Explanation

Labor costs, as a percentage of revenue, have averaged 22.6% over the last five years, excluding 2010 (see chart below). In 2010 we had an open supervisor position that was filled in 2011, explaining why our labor, as a percentage of revenue, dipped in 2010. Labor returned to historical levels in 2011.

The second chart illustrates that our labor, a variable expense, has consistently tracked with revenue.



Attached are the following supplemental schedules.

1. 2007 – 2012 (YTD) Statement of Income
2. 2007 – 2012 (YTD) Schedule of Direct Expenses
3. 2010 – 2013 (projected 2012 & 2013) Statement of Income
4. Current Rate Schedule
5. Proposed Rate Schedule

Please do not hesitate in contacting us if you have any questions or concerns.

Regards,

Gary Blake

Dan Strandy

**Allied Waste of Corvallis**  
**City of Corvallis**  
**Statement of Income**  
For the past five years and the seven months ended July 31, 2012.

	2007		2008			2009			2010		2011		2012 YTD through 7/31/2012		
		% of Rev	% of Rev	YoY change	% of Rev										
Revenue	6,323,000		6,461,241	138,241	6,651,599	190,358	7,026,291	374,692	7,501,760	475,469	4,358,873				
Cost of Operations	4,490,351	71.0%	4,713,639	223,288	4,742,519	71.3%	28,880	4,958,930	70.6%	216,411	5,644,205	75.2%	685,275	3,338,626	76.6%
Gross Profit	1,832,649	29.0%	1,747,602	(85,047)	1,909,080	28.7%	161,478	2,067,361	29.4%	158,281	1,857,555	24.8%	(209,806)	1,020,247	23.4%
Salaries, General and Administrative	938,172	14.8%	1,021,635	83,463	1,194,590	18.0%	172,955	1,098,385	15.6%	(96,205)	1,161,032	15.5%	62,647	550,673	12.6%
Operating Income	894,477	14.1%	725,967	(168,510)	714,490	10.7%	(11,477)	968,976	13.8%	254,486	696,523	9.3%	(272,453)	469,574	10.8%
Provision for Income Taxes	357,790	5.7%	250,459	(107,331)	286,720	4.3%	36,261	389,362	5.5%	102,642	278,610	3.7%	(110,752)	187,830	4.3%
Income	536,685	8.5%	475,508	(61,177)	427,770	6.4%	(47,738)	579,614	8.2%	151,844	417,913	5.6%	(161,701)	281,744	6.5%
Income as a Percentage of Revenue	8.5%		7.4%		6.4%		8.2%		5.6%		6.5%				

**Allied Waste of Corvallis**  
**City of Corvallis**  
**Schedule of Direct Expenses**  
For the past five years and the seven months ended July 31, 2012.

	2007		2008			2009			2010			2011			2012 YTD through 7.31.2012	
		% of Rev	% of Rev	YoY change	% of Rev	YoY change	% of Rev	YoY change	% of Rev	YoY change	% of Rev	YoY change		% of Rev		
<b>COST OF OPERATIONS</b>																
Labor	1,416,750	22.4%	1,491,015	23.1%	74,265	1,502,106	22.6%	11,091	1,501,646	21.4%	(460)	1,717,246	22.9%	215,600	983,091	22.6%
R&M	489,537	7.7%	438,012	6.8%	(51,525)	476,360	7.2%	38,348	470,668	6.7%	(5,692)	568,365	7.6%	97,697	272,733	6.3%
Vehicle Ops Costs	344,627	5.5%	454,352	7.0%	109,725	308,538	4.6%	(145,814)	374,655	5.3%	66,117	536,639	7.2%	161,984	332,245	7.6%
Equipment Rent	1,188	0.0%	5,626	0.1%	4,438	211	0.0%	(5,415)	187	0.0%	(24)	-	0.0%	(187)	-	0.0%
Facility	160,395	2.5%	157,217	2.4%	(3,178)	198,147	3.0%	40,930	193,196	2.7%	(4,951)	195,755	2.6%	2,559	115,720	2.7%
Insurance	174,526	2.8%	232,995	3.6%	58,469	152,832	2.3%	(80,163)	217,124	3.1%	64,292	249,082	3.3%	31,958	215,052	4.9%
Disposal & Recycling Purchases	1,192,247	18.9%	1,103,464	17.1%	(88,783)	1,202,722	18.1%	99,258	1,261,193	17.9%	58,471	1,349,361	18.0%	88,168	847,425	19.4%
Franch. Fees	340,238	5.4%	343,030	5.3%	2,792	343,030	5.2%	-	366,837	5.2%	23,807	383,790	5.1%	16,953	218,600	5.0%
Oth Ops Costs	39,892	0.6%	38,011	0.6%	(1,881)	57,214	0.9%	19,203	67,752	1.0%	10,538	121,503	1.6%	53,751	72,331	1.7%
Depreciation	330,951	5.2%	449,917	7.0%	118,966	501,359	7.5%	51,442	505,672	7.2%	4,313	522,464	7.0%	16,792	281,429	6.5%
<b>TOTAL COST OF OPERATIONS</b>	<b>4,490,351</b>	<b>71.0%</b>	<b>4,713,639</b>	<b>73.0%</b>	<b>223,288</b>	<b>4,742,519</b>	<b>71.3%</b>	<b>28,880</b>	<b>4,958,930</b>	<b>70.6%</b>	<b>216,411</b>	<b>5,644,205</b>	<b>75.2%</b>	<b>695,275</b>	<b>3,338,626</b>	<b>76.6%</b>
<b>SALARIES, GENERAL &amp; ADMINISTRATIVE</b>																
Salaries	291,345	4.6%	282,311	4.4%	(9,034)	440,723	6.6%	158,412	361,099	5.1%	(79,624)	357,840	4.6%	(3,259)	130,780	3.0%
Sales, General & Administrative Expenses	646,827	10.2%	739,324	11.4%	92,497	753,867	11.3%	14,543	737,286	10.5%	(16,581)	603,192	10.7%	65,906	419,893	9.6%
<b>TOTAL SALARIES, GENERAL &amp; ADMINISTRATIVE</b>	<b>938,172</b>	<b>14.8%</b>	<b>1,021,635</b>	<b>15.8%</b>	<b>83,463</b>	<b>1,194,590</b>	<b>18.0%</b>	<b>172,955</b>	<b>1,098,385</b>	<b>15.6%</b>	<b>(96,205)</b>	<b>1,161,032</b>	<b>15.5%</b>	<b>62,647</b>	<b>550,673</b>	<b>12.6%</b>

*Allied Waste of Corvallis*  
*City of Corvallis*  
*Proforma Statement of Income*  
*For the twelve months ended December 31, 2010, 2011, projected 2012 and projected 2013*

	<b>2010</b>	<b>2011</b>	<i>2012 Projected with a 6% PI effective Oct '12</i>	<b>% Change</b>	<b>2013 Projected</b>	<b>% Change</b>
<i>Revenue</i>	7,026,291	7,501,760	7,607,042	1.4%	7,922,888	4.2%
<i>Cost of Operations</i>	4,958,930	5,644,205	5,802,718	2.8%	5,927,391	2.1%
<i>Gross Profit</i>	2,067,361	1,857,555	1,804,325	-2.9%	1,995,497	10.6%
<i>Salaries, General and Administrative</i>	1,098,385	1,161,032	1,184,253	2.0%	1,207,938	2.0%
<i>Operating Income</i>	968,976	696,523	620,072	-11.0%	787,559	27.0%
<i>Provision for Income Taxes</i>	389,362	278,609	248,029	-11.0%	315,024	27.0%
<i>Income</i>	579,614	417,914	372,043	-11.0%	472,535	27.0%
<i>Income as a Percentage of Revenue</i>	8.2%	5.6%	4.9%		6.0%	

**Allied Waste of Corvallis**  
 City of Corvallis  
 Proforma Schedule of Direct Expenses  
 For the twelve months ended December 31, 2010, 2011, projected 2012 and projected 2013

	2010	2011	2012 Projected with a 6% PI effective Oct '12	% Change	2013 Projected	% Change
<b>COST OF OPERATIONS</b>						
Labor	1,501,646	1,717,246	1,751,591	2.0%	1,786,623	2.0%
Repairs and Maintenance	470,668	568,365	579,732	2.0%	591,327	2.0%
Vehicle Operating Costs	374,842	536,639	603,673	12.5%	615,746	2.0%
Facility	193,196	195,755	199,670	2.0%	203,664	2.0%
Insurance	217,124	249,082	254,064	2.0%	259,145	2.0%
Disposal & Recycling Purchases	1,261,193	1,349,361	1,367,964	1.4%	1,395,324	2.0%
Franchise Fees	366,837	383,790	389,177	1.4%	405,580	4.2%
Other Operating Costs	67,752	121,503	123,933	2.0%	126,412	2.0%
Depreciation	505,672	522,464	532,913	2.0%	543,572	2.0%
<b>TOTAL COST OF OPERATIONS</b>	<b>4,958,930</b>	<b>5,644,205</b>	<b>5,802,718</b>	<b>2.8%</b>	<b>5,927,391</b>	<b>2.1%</b>
<b>SALARIES, GENERAL &amp; ADMINISTRATIVE</b>						
Salaries	361,099	357,840	364,997	2.0%	372,297	2.0%
Sales, General & Administrative Expenses	737,286	803,192	819,256	2.0%	835,641	2.0%
<b>TOTAL SALARIES, GENERAL &amp; ADMINISTRATIVE</b>	<b>1,098,385</b>	<b>1,161,032</b>	<b>1,184,253</b>	<b>2.0%</b>	<b>1,207,938</b>	<b>2.0%</b>

## City of Corvallis - Rates Effective as of May, 2009

Resi			Misc		Special Pick Ups - Rt 420 - Within 2 Days of Request	
Service	Monthly	Bi-Monthly				
1 Can	\$23.75	\$47.50	Off route pickup - Trash	\$23.00	55g Drum	\$26.00
2 Can	\$35.75	\$71.50	Off route pickup GW/YW	\$15.50	Bathtub	\$34.00
3 Can	\$47.65	\$95.30	Extra 32 gal can/bag/box/heavy	\$5.50	CHA-Chair – recliner or large chair	\$23.00
32g bi-wk	\$14.55	N/A	Extra loose garbage per yard	\$23.00	COU-Couch	\$29.00
20g	\$15.65	\$31.30	Time per minute to p/u loose garbage (5minute min)	\$1.65	Desk/Table	\$23.00
35g	\$17.45	\$34.90	Each Extra Person Req To Pu Loose Garbage Per Min	\$0.80	Hide-a-bed	\$34.00
65g	\$23.20	\$46.40	35g Cart Replacement	\$28.75	Loveseat	\$26.00
90g	\$29.00	\$58.00	65g/Recycle Cart Replacement	\$36.75	MAQ-Mattress or boxspring (queen/king)	\$26.00
On call	\$13.10	\$26.20	90g/YardWasteCart Replacement	\$41.75	MAT-Mattress or boxspring (twin/double)	\$23.00
64g Monthly	N/A	N/A	Wash Container (1 per year for free)	\$77.95	<b>Special Pick Ups - Rt 914 - Serv Day</b>	
90g Monthly	N/A	N/A	Lock & Key for container	\$19.00	API-Dishwasher	\$23.00
Up-drive	\$6.00	\$12.00	Industrial Cleaning Fee - Once a Year Free	\$77.95	APD-Dryer	\$23.00
2nd Yw w/Trash	\$7.00	\$14.00	Relocation Fee On Site	\$50.00	APT-TV – console	\$26.00
Yw w/o weekly Trash	\$8.00	\$16.00	TIR-Tires (If found in load-we do not pu seperately)	\$12.00	Freezer	\$34.00
			Tires with rim	\$22.00	Lawn Mower-Push	\$23.00
			Truck Tires	\$27.00	Lawn Mower-Riding	\$34.00
			Truck Tire with rim	\$37.00	APR-Refrigerator	\$34.00
			Container Over Weight Charge per 500 lbs	\$30.00	APS-Stove or Range (electric or gas)	\$29.00
			Account Origination Fee	\$10.00	APW-Washing Machine	\$29.00
			Service Interrupt Fee	\$30.00	APH-Water Heater	\$23.00

# City of Corvallis - Rates Effective as of May, 2009

Temp		
Size	Dump Fee	Max Rent
1.5yd	\$37.00	\$25.50
Rent-Prorated Per Day		

On Call Containers		
Size	Dump Fee	Rent
1 yd	\$25.00	\$21.50
1.5 yd	\$36.25	\$23.75
2 yd	\$45.50	\$26.00
3 yd	\$69.00	\$29.25
4 yd	\$76.75	\$31.25
6 yd	\$99.50	\$33.50

Commercial Food Waste	
1st Cart	\$48.00
Each Additional Cart	\$7.00

Industrial	
Lidded Ind. Cont. Add. Rental Fee per Month	\$20.00
Temp	
Deposit	
Delivery	\$45.00
30yd Haul	\$170.00
Rent Per Day	\$16.00
Rent Per Month	\$120.00
Perm	
10yd Haul	\$170.00
20yd Haul	\$170.00
30yd Haul	\$170.00
40yd Haul	\$170.00
Perm Rent Per Month 10yd	\$75.00
Perm Rent Per Month 20yd	\$85.00
Perm Rent Per Month 30yd	\$95.00
Perm Rent Per Month 40yd	\$105.00

Auto					
Size	1/week	2/week	3/week	4/week	5/week
1.5 yd	\$100.90	\$190.80	\$280.70	\$370.60	\$460.50
2 yd	\$123.20	\$233.30	\$343.50	\$453.60	\$563.80
3 yd	\$173.30	\$323.00	\$460.70	\$599.80	\$737.50
4 yd	\$223.40	\$411.60	\$578.80	\$759.00	\$927.10
6 yd	\$289.40	\$531.00	\$732.00	\$932.70	\$1,213.30

Manual					
Size	1/week	2/week	3/week	4/week	5/week
1 yd	\$94.80	\$178.60	\$262.60	\$346.50	\$397.00
1.5 yd	\$122.20	\$232.40	\$342.70	\$453.00	\$563.20
2 yd	\$149.50	\$284.90	\$420.40	\$555.80	\$691.10
3 yd	\$210.30	\$395.10	\$574.30	\$742.70	\$918.80
4 yd	\$268.00	\$497.80	\$704.50	\$926.50	\$1,133.30
6 yd	\$352.20	\$652.40	\$908.10	\$1,163.90	\$1,416.50

Disposal	
Trash - Per Ton	\$26.85
YWWood - Per Ton	\$29.00
Metal	None
Concrete	\$50.00
Trash Compactors	
30yd Trash Compactor Haul Fee	\$245.00
35yd Trash Compactor Haul Fee	\$245.00
40yd Trash Compactor Haul Fee	\$245.00
Cardboard Compactors	
30yd OCC Compactor Haul Fee	\$140.00
35yd OCC Compactor Haul Fee	\$140.00
40yd OCC Compactor Haul Fee	\$140.00

Customer Owned - Auto					
Size	1/week	2/week	3/week	4/week	5/week
1 yd	\$79.20	\$154.60	\$230.90	\$306.80	\$382.70
1.5 yd	\$92.10	\$180.80	\$269.40	\$359.90	\$446.40
2 yd	\$113.30	\$221.70	\$330.20	\$438.70	\$547.30
3 yd	\$161.10	\$308.60	\$444.40	\$581.30	\$717.00
4 yd	\$208.80	\$394.30	\$559.00	\$737.60	\$902.40
6 yd	\$271.40	\$510.00	\$707.40	\$905.30	\$1,100.60

Customer Owned - Manual					
Size	1/week	2/week	3/week	4/week	5/week
1 yd	\$85.20	\$166.30	\$247.50	\$328.60	\$409.70
1.5 yd	\$110.80	\$217.50	\$324.10	\$430.70	\$537.30
2 yd	\$136.50	\$267.30	\$398.20	\$529.20	\$660.10
3 yd	\$193.80	\$372.40	\$545.60	\$708.50	\$878.80
4 yd	\$247.80	\$470.00	\$669.90	\$884.70	\$1,084.50
6 yd	\$326.80	\$617.00	\$864.30	\$1,111.70	\$1,356.00

Compactors						
Size	On Call	1/week	2/week	3/week	4/week	5/week
1 yd	\$86.50	\$278.15	\$532.55	\$781.60	\$1,020.30	\$1,266.45
1.5 yd	\$100.10	\$375.40	\$680.70	\$981.70	\$1,297.60	\$1,598.50
2 yd	\$134.52	\$486.95	\$928.80	\$1,327.75	\$1,726.80	\$2,122.75

Security Box	
Rent	\$120.00
Delivery	\$120.00

# City of Corvallis 6.0% Price Increase Effective 10/01/12

\*All rounded to the nearest nickel

Revised and Printed as of 8/27/2012

Resi			Misc	Special Pick Ups - Rt 420 - Within 2 Days of Request		
Service	Monthly	Bi-Monthly				
			Off route pickup - Trash	\$24.40	55g Drum	\$27.55
1 Can	\$25.20	\$50.40	Off route pickup GW/YW	\$16.45	Bathtub	\$36.05
2 Can	\$37.90	\$75.80	Extra 32 gal can/bag/box/heavy	\$5.85	CHA-Chair – recliner or large chair	\$24.40
3 Can	\$50.50	\$101.00	Extra loose garbage per yard	\$24.40	COU-Couch	\$30.75
32g bi-wk	\$15.40	\$30.80	Time per minute to p/u loose garbage (5minute min)	\$1.75	Desk/Table	\$24.40
20g	\$16.60	\$33.20	Each Extra Person Req To Pu Loose Garbage Per Min	\$0.85	Hide-a-bed	\$36.05
35g	\$18.50	\$37.00	35g Cart Replacement	\$30.50	Loveseat	\$27.55
65g	\$24.60	\$49.20	65g/Recycle Cart Replacement	\$38.95	MAQ-Mattress or boxspring (queen/king)	\$27.55
90g	\$30.75	\$61.50	90g/YardWasteCart Replacement	\$44.25	MAT-Mattress or boxspring (twin/double)	\$24.40
On call	\$13.90	\$27.80	Wash Container (1 per year for free)	\$82.65	<b>Special Pick Ups - Rt 914 - Serv Day</b>	
64g Monthly	N/A	N/A	Lock & Key for container	\$20.15	API-Dishwasher	\$24.40
90g Monthly	N/A	N/A	Industrial Cleaning Fee - Once a Year Free	\$82.65	APD-Dryer	\$24.40
Up-drive	\$6.35	\$12.70	Relocation Fee On Site	\$53.00	APT-TV – console	\$27.55
2nd Yw w/Trash	\$7.40	\$14.80	TIR-Tires (If found in load-we do not pu seperately)	\$12.70	Freezer	\$36.05
Yw w/o weekly Trash	\$8.50	\$17.00	Tires with rim	\$23.30	Lawn Mower-Push	\$24.40
			Truck Tires	\$28.60	Lawn Mower-Riding	\$36.05
			Truck Tire with rim	\$39.20	APR-Refrigerator	\$36.05
			Container Over Weight Charge per 500 lbs	\$31.80	APS-Stove or Range (electric or gas)	\$30.75
			Account Origination Fee	\$10.60	APW-Washing Machine	\$30.75
			Service Interrupt Fee	\$31.80	APH-Water Heater	\$24.40

# City of Corvallis 6.0% Price Increase Effective 10/01/12

\*All rounded to the nearest nickel

Revised and Printed as of 8/27/2012

Temp		
Size	Dump Fee	Max Rent
1.5yd	\$39.20	\$27.05
Rent- Prorated Per Day		

On Call Containers		
Size	Dump Fee	Rent
1 yd	\$26.50	\$22.80
1.5 yd	\$38.45	\$25.20
2 yd	\$48.25	\$27.55
3 yd	\$73.15	\$31.00
4 yd	\$81.35	\$33.15
6 yd	\$105.45	\$35.50

Commercial Food Waste	
1st Cart	\$50.90
Each AdditioN/AI Cart	\$7.40

Auto					
Size	1/week	2/week	3/week	4/week	5/week
1.5 yd	\$106.95	\$202.25	\$297.55	\$392.85	\$488.15
2 yd	\$130.60	\$247.30	\$364.10	\$480.80	\$597.65
3 yd	\$183.70	\$342.40	\$488.35	\$635.80	\$781.75
4 yd	\$236.80	\$436.30	\$613.55	\$804.55	\$982.75
6 yd	\$306.75	\$562.85	\$775.90	\$988.65	\$1,286.10

Customer Owned - Auto					
Size	1/week	2/week	3/week	4/week	5/week
1 yd	\$83.95	\$163.90	\$244.75	\$325.20	\$405.65
1.5 yd	\$97.65	\$191.65	\$285.55	\$381.50	\$473.20
2 yd	\$120.10	\$235.00	\$350.00	\$465.00	\$580.15
3 yd	\$170.75	\$327.10	\$471.05	\$616.20	\$760.00
4 yd	\$221.35	\$417.95	\$592.55	\$781.85	\$956.55
6 yd	\$287.70	\$540.60	\$749.85	\$959.60	\$1,166.65

Manual					
Size	1/week	2/week	3/week	4/week	5/week
1 yd	\$100.50	\$189.30	\$278.35	\$367.30	\$420.80
1.5 yd	\$129.55	\$246.35	\$363.25	\$480.20	\$597.00
2 yd	\$158.45	\$302.00	\$445.60	\$589.15	\$732.55
3 yd	\$222.90	\$418.80	\$608.75	\$787.25	\$973.95
4 yd	\$284.10	\$527.65	\$746.75	\$982.10	\$1,201.30
6 yd	\$373.35	\$691.55	\$962.60	\$1,233.75	\$1,501.50

Customer Owned - Manual					
Size	1/week	2/week	3/week	4/week	5/week
1 yd	\$90.30	\$176.30	\$262.35	\$348.30	\$434.30
1.5 yd	\$117.45	\$230.55	\$343.55	\$456.55	\$569.55
2 yd	\$144.70	\$283.35	\$422.10	\$560.95	\$699.70
3 yd	\$205.45	\$394.75	\$578.35	\$751.00	\$931.55
4 yd	\$262.65	\$498.20	\$710.10	\$937.80	\$1,149.55
6 yd	\$346.40	\$654.00	\$916.15	\$1,178.40	\$1,437.35

Industrial	
Lidded Ind. Cont. Add. Rental Fee per Month	\$21.20
Temp	
Deposit	
Delivery	\$47.70
30yd Haul	\$180.20
Rent Per Day	\$16.95
Rent Per Month	\$127.20
Perm	
10yd Haul	\$180.20
20yd Haul	\$180.20
30yd Haul	\$180.20
40yd Haul	\$180.20
Perm Rent Per Month 10yd	\$79.50
Perm Rent Per Month 20yd	\$90.10
Perm Rent Per Month 30yd	\$100.70
Perm Rent Per Month 40yd	\$111.30

Disposal	
Trash - Per Ton	\$28.45
YW/Wood - Per Ton	\$30.75
Metal	N/A
Concrete	\$53.00
Trash Compactors	
30yd Trash Compactor Haul Fee	\$259.70
35yd Trash Compactor Haul Fee	\$259.70
40yd Trash Compactor Haul Fee	\$259.70
Cardboard Compactors	
30yd OCC Compactor Haul Fee	\$148.40
35yd OCC Compactor Haul Fee	\$148.40
40yd OCC Compactor Haul Fee	\$148.40

Compactors						
Size	On Call	1/week	2/week	3/week	4/week	5/week
1 yd	\$91.70	\$294.85	\$564.50	\$828.50	\$1,081.50	\$1,342.45
1.5 yd	\$106.10	\$397.90	\$721.55	\$1,040.60	\$1,375.45	\$1,694.40
2 yd	\$142.60	\$516.15	\$984.55	\$1,407.40	\$1,830.40	\$2,250.10

Security Box	
Rent	\$127.20
Delivery	\$127.20

## MEMORANDUM

TO: Administrative Services Committee

FROM: Mary Steckel, Public Works Director 

DATE: March 22, 2013

SUBJECT: Solid Waste Franchise Agreement

### Issue

Republic Services of Corvallis (Republic), formerly Allied Waste of Corvallis is seeking a five-year extension to its current franchise agreement that is set to expire on December 31, 2018.

### Discussion

In the Fall of 2012, Republic met with staff to discuss changing their current fleet fuel type from diesel to compressed natural gas (CNG). Changing their fleet requires investing about \$5 million in CNG fueling infrastructure and purchasing new trucks. Republic is seeking a franchise extension to ensure there is time to recoup the investment needed to convert their fleet.

The benefits of CNG refuse trucks over the current diesel units include:

- Reduced air emissions - each CNG truck is equivalent to removing 325 cars from the road
- Reduced noise - up to 10 decibels
- Reduced fuel expenses - fuel cost savings will allow Republic to recover the \$5 million investment on fuel savings, no initial rate increase is required
- Reduced dependence on foreign oil - 98% of natural gas is produced in North America

Republic's proposed franchise extension has provided staff an opportunity to review the current franchise and in particular how rates are adjusted. During the last rate adjustment there was some discussion and confusion about the rate review process and defining reasonable compensation. To resolve the confusion on reasonable compensation, the amended agreement (Attachment A) eliminates the term and instead provides an annual rate adjustment based on a Refuse Rate Index (RRI). An annual increase based on the index also eliminates problems staff has had in the past evaluating Republic's projected financial outlook provided during rate reviews.

The RRI is based on three components: 1) Consumer Price Index (CPI) 2) garbage disposal fee 3) organic disposal fee. The weight applied to each component used in the RRI calculation coincide with a 4-year average of Republic's expense structure. Three different RRI's have been developed for the three customer categories; industrial, commercial, and residential. Under the amended agreement, Republic is allowed to adjust rates based on the appropriate RRI on January 1 of each year up to four percent without Council approval. As a frame of reference, the CPI has increased 2.4% on average for the last ten years and 3.2% for the last 20 years. In comparison, Republic's rate increases for the last ten years have averaged 2.9%, after removing increases for new services (Attachment B). Staff evaluated several rate

increase scenarios to determine the maximum allowable rate increase that permits historical CPI changes and allows for disposal changes. Staff recommend that rate increases over four percent be reviewed by the Council. Within the RRI, a four percent increase provides for historic CPI increases plus room for increases in disposal charges. Attachment C provides four examples of how the four percent limit could be reached and what effect it would have on a residential 35-gallon garbage rate. The City of Albany adopted a similar increase index (Attachment D) that allows increases of up to six percent. Given the rate scenarios staff performed, increases over four percent appear unlikely and would warrant additional review.

The amended agreement also states the City must be notified of the forthcoming adjustment 60 days before it goes into effect to allow time for staff to review and confirm the calculations. Customers would be notified at least 30 days prior to the rate adjustment.

Staff was initially reluctant to include the disposal cost calculators in the RRI because Republic currently owns both the garbage (Coffin Butte Landfill) and organic disposal (Pacific Region Composting (PRC)) locations. Staff was concerned Republic could arbitrarily increase rates at the disposal sites thus increasing rates for Corvallis customers. Although it seems unlikely Republic would enact such a policy based on the company's 50-year history in the community, if it did, the City has the authority in the franchise to direct Republic to other disposal sites; sites that are not owned and operated by Republic. Staff view this as a tool to ensure disposal rates are maintained at a competitive level. In addition, Coffin Butte rates are regulated by Benton County's franchise agreement with Coffin Butte. The rates are allowed to increase annually by a CPI. The franchise agreement between Benton County and Coffin Butte is set to expire December 31, 2020. With the Benton County agreement expiring close to the end of this amended agreement it seemed having Coffin Butte as a separate component in the RRI was unneeded. Republic requested to have it separate in the event Coffin Butte's agreement with Benton County changes. The PRC is not rate regulated by Benton County; its rates have been driven by the market and the infrastructure required by regulations for composting organic debris.

In addition to the RRI, there is another mechanism for Republic to ask for a rate increase. This would be used if new government regulations drastically increased costs, if a new service was provided, or if some other new large expense is incurred. This is similar to the current agreement but there is new language that requires Republic to notify the City immediately when they know a new large expense is coming, such as a disposal site closing, requiring additional hauling expenses to get to another site. The current agreement allows for rate increase requests after the fact, preventing the City from reviewing the situation prior to Republic incurring the expense and seeking a rate adjustment. With the new up-front notification in the amended agreement, the City Council would have more options, such as directing staff to evaluate if service reductions should be adopted by Republic to offset the new expense instead of granting a rate increase.

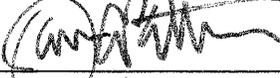
The amended agreement also incorporates administrative changes such as changing Allied Waste Services of Corvallis to Republic Services of Corvallis, and removing language pertaining to yard debris since yard debris now falls under the category of organic debris.

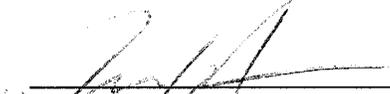
Republic has stated it will not seek a rate increase in 2013 if the amended agreement is approved, allowing the conversion to a CNG fleet.

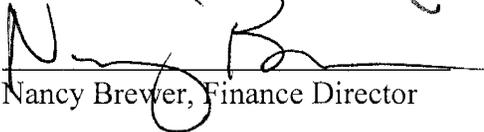
**Recommendation**

Staff recommends the Administrative Services Committee recommend City Council adopt an ordinance (attached) amending the solid waste franchise with Republic Services (Allied Waste) of Corvallis stating an effective date of June 1, 2013.

Review and Concur:

  
\_\_\_\_\_  
James A. Patterson, City Manager

  
\_\_\_\_\_  
Jim Brewer, City Attorney

  
\_\_\_\_\_  
Nancy Brewer, Finance Director

Attachments:

- Attachment A - Amended solid waste franchise agreement
- Attachment B - Rate Increase History
- Attachment C - Refuse Rate Scenarios
- Attachment D - City of Albany Solid Waste Agreement

ORDINANCE NO. 2013-

AN ORDINANCE REGULATING SOLID WASTE MANAGEMENT INCLUDING, WITHOUT LIMITATION, GRANTING AN EXCLUSIVE SOLID WASTE FRANCHISE TO REPUBLIC SERVICES OF CORVALLIS; ESTABLISHING SERVICE STANDARDS AND ESTABLISHING PUBLIC RESPONSIBILITY; REPEALING ORDINANCE 208-15; PRESCRIBING PENALTIES; AND STATING AN EFFECTIVE DATE.

THE CITY OF CORVALLIS ORDAINS AS FOLLOWS:

**Section 1 - Introduction**

**1.1 Short Title.** This ordinance shall be known as the “Solid Waste Management Ordinance.”

**1.2 Purpose and Policy.** In order to protect the health, safety and welfare of the people of the City of Corvallis, it is the public policy of the City of Corvallis to regulate and to provide a Solid Waste management program.

**1.3 Solid Waste Management Goals.**

**1.3.1** Ensure the safe and sanitary accumulation, storage, Collection, transportation and disposal or Resource Recovery of Solid Wastes. Ensure proper handling of Household Hazardous Waste, ensure that the community has an ongoing Resource Recovery and disposal service, and ensure that watershed Recycling goals are met.

**1.3.2** Engage in research, studies, surveys and demonstration projects to develop a safe, sanitary, sustainable, efficient and economical Solid Waste management system.

**1.3.3** Research, develop, and promote technologically and economically feasible Resource Recovery including, Source Separation, Recycling and reuse, and separation by and through the Franchisee. Research, develop, and promote Solid Waste reduction strategies.

**1.3.4** Ensure efficient, economical and comprehensive Solid Waste Service. Maximize Collection to reduce the adverse environmental impacts of individual Collection and disposal efforts. Minimize duplication of Service or routes to conserve energy and material resources, to reduce air pollution and truck traffic, and to increase efficiency, thereby minimizing consumer cost, street wear, and public inconvenience.

**1.3.5** Protect and enhance the public health and the environment.

**1.3.6** Protect against improper and dangerous handling of Hazardous and Infectious Wastes.

**1.3.7** Encourage the use of the expertise and capabilities of private industry.

**1.3.8** Provide for equitable charges to the users of Solid Waste Services that are reasonable and adequate to provide necessary Service to the public, justify investment in Solid Waste management systems, and provide for equipment and systems modernization to meet environmental and community service requirements.

**1.3.9** Provide Service without discrimination on the basis of race, religion, religious observance, citizenship status, gender identity or expression, color, sex, marital status, familial status, citizenship status, national origin, age, mental or physical disability, sexual orientation, or source or level of income and not give any Person any preference or advantage not available to all Persons similarly situated.

**1.3.10** Work in cooperation with the City of Corvallis, Benton County, local citizen groups, and local industries to reduce the quantity of Solid Waste produced, optimize efficiencies, and conserve resources.

**1.3.11** Provide efficient leaf Collection to protect the community's health, safety, and appearance, and to improve water quality.

**1.3.12** Demonstrate a responsive, customer-service oriented business philosophy.

**1.3.13** Increase recovery of organic and inorganic Solid Waste from all Solid Waste streams that the Franchisee Collects within the Franchise Territory.

**1.4 Definitions.** For the purpose of the ordinance, the following terms shall have the following meaning:

**“Automated Frontload Service”** means Servicing Commercial customer frontload style Receptacles where the Collection vehicle operator does not need to leave the Collection vehicle for any reason to Service the Receptacle.

**“City”** means the City of Corvallis, Oregon all of its officers, employees, and representatives.

**“Collection”** (or variations thereof) means a Service providing for collection of Solid Waste, Recyclable Materials, and Organic Debris.

**“Commercial”** means commercial and industrial businesses including but not limited to retail sales, services, wholesale operations, manufacturing, and industrial operations but excluding businesses conducted upon Residential premises which are permitted under applicable zoning regulations and are not the primary use of the property.

**“Commingled Recyclables”** means newspapers, corrugated cardboard, brown paper bags, tin/aluminum cans, aseptic containers, aerosol cans, plastics defined as tubs/bottles, and mixed paper consisting of household mail, paperboard, and magazines, or any other combination of Recyclable Materials approved by the City in accordance with state regulations.

**“Compact and Compaction”** means the process of, or to engage in the manual or mechanical compression of material.

**“Council”** means the governing body of the City.

**“Curbside”** means a location within three (3) feet of a City street, public access road, State or federal road. This does not allow Solid Waste or Recycling Receptacles to be placed on the inside of a fence or enclosure for Collection even if the Receptacle is within three (3) feet of said road or roads. For residences on “flag lots”, private roads, or driveways, “Curbside” shall be the point where the private road or driveway intersects a City street, public access road, State or federal road.

**“Disposal”** means the ultimate disposition of Solid Waste Collected by the Franchisee at a Disposal Site.

**“Disposal Site”** means land and facilities used for the Disposal, handling, or transfer of, or energy recovery, material recovery and Recycling from Solid Wastes, including but not limited to landfills, sludge lagoons, sludge treatment facilities, disposal sites for septic tank pumping or cesspool cleaning service, transfer stations, energy recovery facilities, incinerators for Solid Waste delivered by the public or by a Collection Service, composting plants and land and facilities previously used for Solid Waste Disposal at a land Disposal Site.

**“Franchisee”** means Republic Services of Corvallis, an Oregon corporation, granted a franchise pursuant to Section 2 of this ordinance or a subsequent ordinance. It also includes any sub-contractor to Republic Services of Corvallis operating within the Franchise Territory.

**“Franchise Territory”** means the area within the legal boundaries of the City of Corvallis, including any areas annexed during the term of this franchise, and all property owned by the City, outside City limits and within the urban growth boundary.

**“Generator”** means any Person whose act or process produces Solid Waste, Recyclable Materials, or Organic Debris or whose act first causes Solid Waste Recyclable Materials or Organic Debris to become subject to regulation. As used in this franchise, “Generator” does not include any Person who manages an intermediate function resulting in the alteration or Compaction of the Solid Waste or Recyclable Material after it has been produced by the Generator and placed for Collection.

**“Green Feedstocks”** include but are not limited to: yard debris, animal manures, wood waste (as defined in OAR 340-093-0030(94)), vegetative food waste, produce waste, vegetative restaurant waste, vegetative food processor by-products and crop residue. Green feedstocks may also include other materials approved by DEQ. Green Feedstock is a subset of Solid Waste.

**“Gross Revenue”** shall mean revenues derived from all sources of operations within the Franchise Territory allowed by law to be included within the term of Gross Revenue. No expenses, encumbrances, or expenditures shall be deducted from the Gross Revenue in determining the total Gross Revenue subject to the franchise fee, except net uncollectibles.

**“Hazardous Waste”** means any hazardous wastes as defined by ORS 466.005.

**“Holidays”** means legal holidays observed by the City of Corvallis.

**“Household Hazardous Waste”** means any discarded, useless or unwanted chemical, material, substance or product that is or may be hazardous or toxic to the public or the environment, is commonly used around households and is generated by the household.

**“Industrial”** means a Commercial customer whose waste is hauled directly to a disposal site in a customer dedicated container and the customer pays the actual cost of disposal. This definition applies only to Section 4.

**“Infectious Waste”** means as defined in ORS 459.386.

**“Manual Frontload Service”** means Servicing Commercial customer frontload style Receptacles where the Collection vehicle operator needs to exit the Collection Vehicle for any reason to service the container.

**“Organic Debris”** includes but is not limited to Green Feedstocks, Yard Debris, pre and post consumer food Waste (meat, poultry, fish, shellfish, bones, eggs, dairy products, bread, dough, pasta), food soiled paper (kitchen paper towels, uncoated paper takeout containers, pizza delivery boxes, paper napkins, waxed cardboard, and uncoated paper cups), Organic Debris is a subset of Solid Waste.

**“Persons”** means any individual, partnership, business, association, corporation, trust, firm, estate, joint venture, cooperative or other private entity or any public agency.

**“Pilot Program”** means a program which allows the Franchisee to offer Services on a trial basis for a limited duration of six months or less and to determine rates for such Services outside the approved rate structure. City approval is required prior to implementation of a pilot program.

**“Public Rights-of-Way”** includes, but is not limited to, streets, roads, highways, bridges, alleys, sidewalks, trails, multi-use paths, park strips, public easements on private property and all other public ways or areas, including surface of and the space above and below these areas, and includes any city-owned park, place, facility or grounds within the Franchise Territory that is open to the public.

**“Putrescible Material”** means organic materials that can decompose, which may create foul-smelling, offensive odors or products.

**“Receptacle”** means cans (owned by a customer), carts, bins, containers, drop boxes, or dumpsters used for the containment, Collection, and Disposal of Solid Waste.

**“Recycling”** means any process by which Solid Waste materials are transformed into new products where the Solid Waste materials may lose their identity.

**“Recyclable Material”** means any material or group of materials that can be Collected and sold for Recycling at a net cost equal to or less than the cost of Collection and Disposal of the same material. Recyclable Materials are a subset of Solid Waste.

**“Residential”** means property containing four dwelling units or less used for residential purposes irrespective of whether such dwelling units are rental units or are owner occupied.

**“Resource Recovery”** means the process of obtaining useful material or energy resources from Solid Waste, including reuse, Recycling, and other material recovery or energy recovery of or from Solid Wastes.

**“Service”** means the Collection, transportation, or Disposal of or Resource Recovery from Solid Waste by Franchisee.

**“Solid Waste”** means as defined in ORS 459.005.24 including but not

limited to all useless or discarded Putrescible, non-putrescible and Recyclable Materials.

“**Source Separation**” means the separation of Solid Waste materials by the Generator in preparation for recovery by Recycling or reuse.

“**Train System**” means a group of small receptacles (typically 1-2 cubic yard capacity) placed in various locations around a customer’s property, by the customer and once full, either linked together or placed upon a trailer for transport and disposal to a larger Receptacle or compactor on the premises.

“**Yard Debris**” means grass clippings, leaves, hedge trimmings, and similar vegetative Solid Waste generated from Residential premises or landscaping activities but does not include stumps or similar bulky wood materials. Yard Debris is a subset of Solid Waste.

## **Section 2 - Grant of Authority and General Provisions**

**2.1 Franchise.** Subject to the conditions and reservations contained in this ordinance, the Council hereby grants to Republic Services of Corvallis, the right, privilege, and exclusive franchise to Collect and transport Solid Waste, including Recyclable Materials, and Organic Debris, generated within the Franchise Territory in accordance with this ordinance and Corvallis Municipal Code.

**2.2 Term.** This franchise ordinance and the rights and privileges granted herein shall take effect June 1, 2013 and remain in effect through December 31, 2023 for a term of ten (10) years. If the City determines Service standards are not adequately being met, the City may re-open this franchise for renegotiation five (5) years from the effective date of this agreement or any date thereafter.

**2.3 Written Acceptance.** On or before the thirtieth (30th) day after this ordinance becomes effective, Franchisee shall file with the City a written acceptance of this ordinance, in a form approved by the City, executed by the Franchisee. Any failure on the part of Franchisee to file such written acceptance within such time shall be deemed an abandonment and rejection of the rights and privileges conferred hereby and this ordinance shall thereupon be null and void. Such acceptance shall be unqualified and shall be construed to be an acceptance of all the terms, conditions and restrictions contained in this ordinance.

**2.4 Ownership of Waste.** Once Solid Waste, Recyclable Materials, or Organic Debris are placed in Receptacles and properly placed for Collection, ownership and the right to possession of such material shall transfer directly from the Generator to Franchisee by operation of this agreement. Subject to the provisions of this agreement, the Franchisee shall have the right to retain any benefit resulting from its right to retain, Recycle, process, Dispose of, or reuse the Solid Waste, Recyclable Materials, and

Organic Debris which it Collects. Solid Waste, Recyclable Materials, Organic Debris, or any part thereof, which is Disposed of at a Disposal Site or facility shall become the property of the owner or operator of the Disposal Site(s) or facility once deposited there by the Franchisee.

**2.5 Hazardous Waste.** Except as otherwise provided in this ordinance, the Franchisee is not required to store, Collect, transport, Dispose of or Resource Recover Hazardous Waste.

**2.6 Separation of Waste.** The City reserves the right to require the separation of component parts or materials in or from Solid Waste, and to require the deposit thereof in Receptacles or places and to prescribe the method of Disposal or Resource Recovery.

**2.7 Franchise Exemptions.** The franchise for the Collection and transportation of Solid Waste, Recyclable Materials, and Organic Debris granted to Franchisee shall be exclusive except as to the categories of Solid Waste, Recyclable Materials, and Organic Debris listed in this section. Nothing in this ordinance requires a franchise or permit for the following:

**2.7.1** The Collection, transportation, and Recycling of Recycled Materials or the operation of a Collection center for Recycled Materials by charitable or non-profit organizations, provided they are not organized and operated for any Solid Waste management purpose.

**2.7.2** The Collection, transportation or redemption of returnable beverage containers under ORS Chapter 459A or subsequent related legislation.

**2.7.3** A Generator who transports and Disposes of Solid Waste created as an incidental part of regularly carrying on a business, such as auto wrecking; janitorial services; septic tank pumping, sludge (sludge ash, grit, and screenings) collection or disposal service; or gardening or landscape maintenance. "Janitorial service" does not include primarily Collecting Solid Waste generated by a property owner or occupant.

**2.7.4** The transportation of Solid Waste, Recyclable Materials, or Organic Debris removed from any premises by the Generator, and transported personally by the owner or occupant of such premises (or by his or her full time employees) to any processing facility or Disposal Site with the exception that the owner, or agent of the owner, of a non-owner occupied dwelling unit may not remove and transport materials generated by a tenant.

**2.7.5** Solid Waste, Recyclable Materials, or Organic Debris that is hauled by a contractor as an incidental activity associated with work performed by the contractor for another Person or work performed by the City. This includes, but is not limited to, a construction and demolition debris hauled by a company that is

hired to remodel a home, or Yard Debris hauled by a landscaper that services a Commercial business. Such Solid Waste shall be generated by the contractor in connection with the contractor's work at said work site and hauled by the contractor and operated by the contractor's employees.

**2.7.6** Government employees providing Solid Waste and Recycling Collection Services to government operations and facilities.

**2.7.7** The acquisition of Source Separated materials from the Generator through a private arrangement with a Person.

**2.7.8** Unless exempted by subsections above, or granted an exclusive franchise or license pursuant to this ordinance, no person shall solicit customers for Service, or advertise the providing of Service, or provide Service in the Franchise Territory.

**2.8 Maps.** Annually, or upon request, the Franchisee shall provide a map to the City showing Residential Collection schedules by day of the week. Franchisee shall provide such maps in an electronic format acceptable to the City and the Franchisee. In the event Franchisee re-routing significantly changes the days of Residential Collection, the Franchisee shall inform the City and provide an updated map.

**2.9 City Authority.** The City reserves the right to determine the Services authorized by this franchise agreement. The Council may amend this agreement at any time to include, authorize, or require new or revised services, based on information it receives from community groups, residents, or City staff.

### **Section 3 - Community Standards for Collection and Disposal of Solid Waste and Recyclable Materials**

**3.1 Collection Standards.** Collection of Solid Waste and Recyclable Material shall be performed in such a way as to comply with all Federal, State and local environmental regulations. In addition the Franchisee shall:

**3.1.1** Provide Solid Waste and Recycling Collection Services to any Person living within or conducting business within the Franchise Territory.

**3.1.2** Collect Putrescible Material at least once each week.

**3.1.3** Provide Collection of Infectious Waste as defined in ORS 459.387, either directly or through a qualified, licensed subcontractor. Collection shall be provided in a manner consistent with the requirements of all applicable laws and regulations.

**3.1.4** Perform Collections a minimum of twice weekly in the business

districts of the Franchise Territory. Downtown business district Collection hours are subject to Corvallis Municipal Code 4.01. Collection hours shall be scheduled to minimize noise and disruption to residents in or near the downtown business district.

**3.1.5** Perform Curbside Collections of Putrescible Solid Waste and Recyclable Materials at least once weekly in Residential districts or as often as required by ORS 459 and ORS 459.A. Collection hours shall be between the hours of 7:00 am and 6:00 pm. All Collections shall be made as safely, efficiently, and quietly as possible. The Franchisee, under special circumstances, may request in writing that collection hours be temporarily extended. No changes shall be implemented without prior written approval from the City.

**3.1.6** Provide Collection of Residential Solid Waste, Recyclable Materials, and Organic Debris Receptacles on the same day of the week. Franchisee shall not be required to go into garages or other buildings to make pick-ups at residences, nor shall the Franchisee be required to go into closed areas, through enclosed gates, or up or down stairs to make pick-ups.

**3.1.7** Provide will-call Service for Residential and Commercial customers with Collection to be completed on the next scheduled route day for that neighborhood or service district.

**3.1.8** Use due care to prevent Solid Waste from being spilled or scattered during Collection. If any Solid Waste or Recyclable Material is spilled during Collection, Franchisee shall promptly clean up all spilled materials. All Receptacle lids must be replaced after contents are emptied and the Receptacle shall be returned to its original position, if that original position does not jeopardize the safety of motorists, pedestrians or bicyclists.

**3.1.9** Use reasonable care in handling all Collection Receptacles and enclosures. Damage caused by the negligence of the Franchisee's employees to private property, including landscaping, is the responsibility of the Franchisee and shall be promptly remedied with the owner.

**3.1.10** Ensure that all Solid Waste Collection operations shall be conducted as quietly as possible and shall conform to applicable Federal, State, County and City noise emission standards. Unnecessarily noisy trucks or equipment are prohibited. The City may conduct random checks of noise emission levels to ensure such compliance.

**3.1.11** Determine, with approval of the City, the maximum allowable capacity of Collection Receptacles. If the Franchisee refuses to Service an overweight Receptacle, a notice describing the problem must be provided. The notice shall include the name of Franchisee and alternative solutions to resolve

the problem and a local phone number for additional information. In the resolution of this situation, the Franchisee must provide Service equivalent to the customer's subscribed Service level at no additional charge.

**3.1.12** Offer unlimited vacation credits to customers who temporarily discontinue Service in a calendar year for any period of three (3) consecutive weeks or more. The customer must request the discontinuance no later than noon on the business day, excluding weekends, prior to the date of discontinuance.

**3.1.13** Notify in the event of changes to the Collection schedule, all affected customers at least seven (7) calendar days prior to any change. The Franchisee shall not permit any customer to go more than eight (8) calendar days without Service in connection with a Collection schedule change.

**3.1.14** Have the option to refuse Collection Service upon non-payment of a billing or portion of a billing after account becomes forty-five (45) days past due, or upon refusal to pay required advance payments, delinquent charges, or charges associated with starting a new Service. Franchisee may withhold Collection Services, providing at least a ten (10) day notice is given to the customer.

**3.1.15** Continue Collection Services except in cases of street or road blockage, excessive weather conditions, acts of God, or customer violations of public responsibilities beyond the Franchisee's control. Adverse labor relations issues such as strikes or walkouts, shall be considered to be within the control of the Franchisee and shall not prevent Collection and Disposal Services as required by this ordinance.

**3.1.16** Franchisee shall Resource Recover Collected Recyclable Materials and Dispose of remaining useless Solid Waste at a Disposal Site permitted by the Oregon Department of Environmental Quality (DEQ) or equivalent state agency and approved by the City. The City retains the option to direct the Franchisee to a different licensed and permitted Disposal Site other than the Disposal Site currently in use at that time. A review of a new Disposal Site shall be conducted by the City with cooperation from the Franchisee to determine if the Disposal Site meets the operational requirements of the Franchisee, including but not limited to daily capacity, truck access, and site longevity. City shall provide written notice to Franchisee not less than ninety (90) days before effective date of the change. The Franchisee has thirty (30) days to respond in writing. If the Franchisee can demonstrate a City-directed change in Disposal Site increases the Franchisee's expenses, a special rate review may be requested.

**3.1.17** The Franchisee and City shall explore a rate structure based on Disposal weights (Pay As You Throw) rather than volume for Commercial

customers within the first three (3) years of this agreement, including a review of the availability of the technology required to accurately charge customers.

**3.2 Recycling Standards.** Recycling Services shall include the following:

**3.2.1** For Residential customers with regular weekly Service, provide Curbside Residential Recyclable Material Collection Receptacles including one (1) Recycle cart, one (1) Recycle bin and one (1) Organic Debris cart or composter at no additional charge.

**3.2.2** For Residential customers and non-customers, Commingled Recyclables shall be Collected Curbside once each week on a designated Collection day. Motor oil shall be Collected weekly from Curbside when placed in a Franchisee-approved container. Glass shall be Collected on the first normal Collection day in the first full week of each month.

**3.2.3** There shall be the opportunity for apartments, multi-family households and units, and Commercial customers to have Commingled Recyclables Collected at least once each week on a designated Collection day. Glass shall be Collected on the first normal Collection day in the first full week of each month. Materials shall be Collected Curbside or in a designated Collection center in cooperation with the building owner or manager. These customers shall also have the opportunity to Recycle wood and Organic Debris.

**3.2.4** Organic Debris Receptacles for Residential customers shall be Collected every week on the same day as Solid Waste Collection. Organic Debris must be Disposed at a compost or vermiculture facility registered with the Oregon Department of Environmental Quality or equivalent state agency.

**3.2.5** Recycling-only customers shall be offered Recycling Receptacles and be provided weekly Recycling Service at a rate approved by the City.

**3.2.6** Commercial Recycling Service includes Receptacles provided at no additional charge with the exception of drop boxes.

**3.2.7** For large quantities of cardboard, the frequency of Service shall be determined by an agreement between the Generator and the Franchisee. Agreements shall give due consideration to the volume of the material, storage capacity of Generator; and Generator's location.

**3.2.8** Franchisee must provide notice to customers if Recyclable Material is not Collected due to improper preparation. Notice must include adequate explanation of refusal for Collection and local phone number for additional information. Franchisee shall leave notice securely attached to the customer's Receptacle or the customer's front door. The Franchisee shall Collect any properly prepared material that is accessible. The purpose of the notice is to

educate residents and increase program participation, and shall be written in such a manner as to accomplish this purpose.

**3.2.9** Operate and maintain at least one (1) Collection center (Recycling depot) within the Franchise Territory that permits Persons to deliver recyclables to the site. The Collection center shall be open from 7:00 am to 7:00 pm, seven (7) days per week to the public. When open, an employee knowledgeable in Recycling will be available to respond to questions or comments. Site shall accommodate at a minimum all Recyclable Materials Collected at Curbside plus compact florescent bulbs, household batteries, electronics, plastic film, and scrap metal. Restrictions on the size of these materials can be imposed by the Franchisee with approval of the City. Other materials shall be Recycled when it is technologically or economically feasible to do so.

**3.2.10** Facilitate a reuse program referring useable items to local thrift shops, resale shops, non-profit groups or others who may have a legitimate use for the item. Maintain a list of businesses and groups that submit requests for needed items, and provide this information to others as requested.

**3.2.11** Provide links from the Franchisee's website to other websites for businesses and individuals to post re-usable items. Franchisee shall promote the use of the website and provide informational and educational content on their website on the value of reusing materials.

**3.2.12** Be responsible for ensuring a local compost demonstration site operates within the Franchise Territory, which offers information and advice for composters. Franchisee shall conduct at least two (2) composting workshops annually.

**3.3 Public Education.** Franchisee shall provide the following public education and promotion of activities for Solid Waste reduction, Recycling, reuse, and Source Separation, and cooperate with other Persons, companies, or local governments providing similar services. Franchisee shall:

**3.3.1** Provide a Recycling information center within the Franchise Territory, with local telephone access and information concerning Collection schedules, Recycling locations, Recyclable Material preparation, conservation measures, reuse programs, Solid Waste reduction strategies and on-site demonstration projects. Recycling information booths at appropriate community events within the Franchise Territory shall also be provided by Franchisee to promote and increase Recycling and waste reduction awareness and participation.

**3.3.2** Provide Recycling notification and educational packets for all new Residential and Commercial customers specifying the Collection schedule, materials Collected, proper material preparation, reuse programs, Solid Waste

reduction strategies and Recycling benefits.

**3.3.3** Provide quarterly informational newsletters to residences and businesses in the Franchise Territory that includes at least annually: the types of Recycled Materials Collected, the schedule for Collection, information about Solid Waste reduction, reuse opportunities, and proper handling and Disposal of Household Hazardous Waste and electronic Solid Waste. Special Franchisee events, holiday tree removal, and the leaf Collection program shall also be promoted. Franchisee shall submit all promotional materials to the City for review prior to publication or distribution to customers. If in the determination of the City, newsletters fail to provide annually the information outlined in this section, the City can require the Franchisee obtain City approval prior to publication for all subsequent newsletters. Informational newsletters shall be distributed to all mailing addresses within the Franchise Territory.

**3.3.4** Maintain an internet website that includes a listing of all franchised Solid Waste and Recycling Services, applicable rates charged for such Services, and detailed information about what materials are Collected with each Service, such as materials included in Commingled Collection, updated regularly. The site shall also include Collection schedules for Organic Debris and glass, and Collection schedule changes during weeks affected by a Holiday.

**3.3.5** Conduct at least twice annually, workshops on Solid Waste reduction strategies and reuse opportunities. Perform Solid Waste audits for Commercial customers when requested.

**3.3.6** Coordinate with 509J school district and local private schools to assist in promoting awareness of Recycling and Solid Waste reduction strategies to children, and to cooperate in their Recycling efforts and programs.

**3.3.7** Promote Solid Waste reduction and Recycling education through local widespread media, such as radio or newspapers, no less than twenty (20) times each year. Promotional information shall focus on Recycling, reuse and Solid Waste reduction strategies.

**3.3.8** Provide the City with sufficient copies of all promotional fliers and other related information as requested.

**3.3.9** Conduct a survey every three (3) years to evaluate customer participation in Recycling programs and customer opinion of Solid Waste and Recycling Services offered by the Franchisee. Results shall be used to evaluate existing Solid Waste Services and determine the need for additional and or enhanced Services. The City may also conduct an annual survey to evaluate customer participation and customer opinion. Significant statistical changes in either survey shall afford the City the option to renegotiate Section 3 of this agreement.

**3.3.10** Have at least one employee dedicated to supporting the required educational and promotional activities within the Franchise Territory.

**3.4 Resource Recovery Services.**

**3.4.1** Aggressively seek markets for reusable, Recyclable, and recoverable materials.

**3.4.2** Research and develop improved Resource Recovery systems through Franchisee's specialist or other sources.

**3.4.3** Develop strategies to promote the reduction of Solid Waste generated by Residential and Commercial customers. Continue or implement programs that encourage Generators to prevent or reduce materials which would otherwise constitute Solid Waste.

**3.4.4** Review high-volume Resource Recovery facilities and implement a local or regional program when the City and Franchisee mutually agree on the technological and economic feasibility.

**3.5 County Wasteshed.** Coordinate Recycling efforts with other Solid Waste Collection efforts in the Benton County Wasteshed to further enhance Recycling and recovery efforts, and to meet wasteshed recovery goals as mandated by the State.

**3.6 Additional Recycling Requirements.**

**3.6.1** The City reserves the right to require specific materials to be separated, Collected and Recycled.

**3.6.2** Franchisee shall provide other Recycling Services as required by Oregon Revised Statute 459 or 459.A, ordinance, or municipal code, as amended, or by direction of the Council.

**3.6.3** Franchisee shall endeavor to Recycle additional materials and to provide for an on-site Collection center for Household Hazardous Waste when economically feasible.

**3.7 Community Service Standards.**

**3.7.1** Franchisee shall provide a one (1) day Household Hazardous Waste Collection event, quarterly, for Franchise Territory residents only, at no additional charge. Residents of the Franchise Territory shall be notified at least thirty (30) days in advance of each Collection event.

**3.7.2** Franchisee shall also provide an annual small quantity Generator

Hazardous Waste Collection event for Commercial customers within the Franchise Territory. Commercial customers shall be notified at least fifteen (15) days in advance of the Collection event.

**3.7.3** Franchisee shall provide an annual Residential Recycling event at one (1) location in the Franchise Territory, for the Collection of Recyclable Materials, Yard Debris and scrap metal, at no additional charge.

**3.7.4** Franchisee shall provide Collection and Recycling of holiday trees placed at Curbside for a period of three (3) weeks, after December 25<sup>th</sup> of each year, at no additional charge.

**3.7.5** Franchisee shall provide an effective annual fall leaf Collection and Disposal Service within the Franchise Territory at no additional charge. Franchisee shall coordinate leaf Collection schedules as directed by the City. Program specifics, including the Collection schedule start date, shall be determined in writing at least two (2) months before the program begins. Leaf Collection shall last a minimum of eight (8) weeks but no more than ten (10) weeks. Franchisee shall provide daily Collection of leaves on streets with bicycle lanes in a manner that minimizes disruption of bicycle lane use and maximizes safety.

**3.7.6** Franchisee shall provide twice weekly Solid Waste Collection and Disposal Service of public litter Receptacles placed along normal Collection routes, primarily in the central business district of the Franchise Territory. The locations, quantities and sizes for Service of public receptacles shall be mutually agreed upon between the City and Franchisee, in accordance with a written list that shall be kept updated and on file with the City. The cost to the Franchisee for providing this Service shall be included in the financial reports filed with the City.

**3.8 Additional Services.** Where a new Service or a substantial expansion of an existing Service is proposed by the City, another Person or the Franchisee the following shall apply.

**3.8.1** If Service is proposed by the City, the Franchisee shall receive prior written notice of the proposed Service and justification by the City. If Service is proposed by the Franchisee, the City must be notified in writing prior to any consideration by the City. If service is proposed by another Person, both the City and the Franchisee must be notified in writing prior to any consideration by the City. The proposal shall include detailed information on how all affected customers within the Franchise Territory will receive the Service.

**3.8.2** The City shall afford the public an opportunity to comment on the proposed Service and justification.

**3.8.3** In determining whether the Service is needed, the City shall consider the public need for the Service, the effect on rates for Service, whether the Franchisee is already providing the Service or is willing to provide it, and the impact on other Services being provided or planned, the impact on any city, county or regional Solid Waste management plan, and compliance with any applicable statutes, ordinances or regulations.

**3.8.4** If the City determines the Service is needed, the Franchisee shall have the option to provide the Service on a temporary basis through a Pilot Program to determine if the Service is functional on a permanent basis or the Franchisee may agree to provide the Service on a permanent basis within a specified time mutually acceptable to the City and the Franchisee.

**3.8.5** If the Franchisee rejects the Service, the City may issue a license or franchise to another Person to provide only that Service. The provider of the limited Service shall comply with all applicable provisions of this ordinance.

### **3.9 Special Service.**

**3.9.1** With approval of the City, the Franchisee may negotiate a separate Collection and Disposal agreement with Oregon State University provided the institution continues to fund and operate its own comprehensive Recycling program. Revenues generated by such an agreement shall be included within the definition of Gross Revenue. Any other request for special Service shall require prior City approval including the proposed rates.

**3.9.2** Where a customer requires an unusual Service requiring added or specialized equipment solely to provide that Service, the Franchisee may require a contract with the customer to finance and assure amortization of such equipment. The purpose of this subsection is to assure that such excess equipment or specialized equipment not become a charge against other ratepayers, if the customer later withdraws from Service.

**3.10 Sub-Contract.** Franchisee may sub-contract with other Persons to provide specialized or temporary Service covered by this franchise, but shall remain totally responsible for compliance with this agreement. Franchisee shall provide written notice to the City of intent to sub-contract Services prior to entering into agreements. If sub-contracting involves a material portion of the franchised Service, the Franchisee shall seek the approval of the City.

### **3.11 Equipment and Facility Standards.**

**3.11.1** All equipment shall be kept well painted, and properly maintained in good condition. Vehicles and Receptacles used to transport Solid Waste shall be kept reasonably clean to ensure no contamination to the environment or the stormwater system.

**3.11.2** All vehicles and other equipment shall be stored in a safe and secure facility in accordance with applicable zoning and environmental regulations.

**3.11.3** Trucks shall be equipped with a leak-proof metal body of the compactor type including front, rear, or automatic loading capabilities.

**3.11.4** Pick-up trucks, open bed trucks or specially designed, motorized Collection vehicles used for the transporting of Solid Waste must have bodies that are leak-proof to the greatest extent possible and have adequate cover over the loads to prevent scattering of debris.

**3.11.5** All fuel, oil, or vehicle fluid leaks or spills which result from the Franchisee's vehicles must be cleaned up immediately. All vehicles must carry an acceptable absorbent material for use in the event of leaks or spills. Damage caused by fuel, oil, or other vehicle fluid leaks or spills from Franchisee's vehicles or equipment shall be remedied at Franchisee's expense.

**3.11.6** Collection equipment shall use biodegradable hydraulic oils, as it remains available, to provide an environmentally friendly operation.

**3.11.7** All vehicles used by the Franchisee in providing Solid Waste and Recycling Collection Services shall be registered with the Oregon Department of Motor Vehicles and shall meet or exceed all legal operating standards. In addition, the name of the Franchisee, local telephone number and vehicle identification number shall be prominently displayed on all vehicles.

**3.11.8** No Collection vehicles shall exceed safe loading requirements or maximum load limits as determined by the Oregon Department of Transportation. Franchisee shall endeavor to purchase and operate equipment that minimizes damage to Public Rights-of-Way.

**3.11.9** When new purchases are scheduled, the Franchisee shall purchase, if available, alternative fuel/hybrid Collection equipment that meets Collection Service requirements.

**3.11.10** Franchisee shall provide and maintain equipment that meets all applicable laws, ordinances, municipal codes, and regulations or as directed by the City.

**3.11.11** Franchisee shall provide and replace as necessary, Solid Waste Collection Receptacles and composters at no charge to the public. Residential Curbside Receptacle sizes offered by the Franchisee for garbage Collection shall include twenty (20), thirty-two (32), sixty-four (64), and ninety (90) gallon capacities, or be as close to above stated sizes as possible. Organic Debris

Receptacles shall be ninety (90) gallon capacity. Standard Commingled Recyclables Receptacles shall be sixty-four (64) gallon capacity. Solid Waste Receptacles shall be leak-proof, rigid, fire-resistant, and of rodent-proof construction and not subject to cracking or splitting. All new Residential Receptacles shall be constructed from the highest percentage of Recycled material available at the time of purchase. The City has the right to approve all Receptacles provided by the Franchisee for use in the Franchise Territory and may require additional or alternative Receptacle sizes. Colors of Receptacles shall remain consistent with colors currently in use.

**3.11.12** Franchisee shall clean Receptacles once annually if requested by customer for no additional charge. If Franchisee determines such Receptacles are becoming a health hazard, requiring more frequent cleaning, such Service shall be an additional maintenance charge to the customer.

**3.11.13** In cooperation with the Corvallis Police Department, the Franchisee shall remove graffiti from all Receptacles or facilities within forty-eight (48) hours of notice.

**3.11.14** All surface areas around Franchisee's site facilities including vehicle and equipment storage areas, service shops, wash stations, transfer sites, Collection centers, and administrative offices must be kept clean to eliminate direct site run-off into the stormwater and open drainage system and to present an inviting environment for customers.

**3.12 Safety Standards.** The Franchisee shall operate within guidelines of the Oregon Refuse and Recycling Association, Oregon Department of Transportation, Oregon Public Utility Commission, Oregon Occupational Health and Safety Administration, Department of Environmental Quality, Corvallis Municipal Code and all other rules and regulations as they apply.

**3.12.1** The Franchisee shall provide suitable operational and safety training for all of its employees who maintain, use, or operate vehicles, equipment, or facilities for Collection of Solid Waste or who are otherwise directly involved in such Collection. Employees involved in Collection Services shall be trained to identify, and not to Collect, Hazardous Waste or Infectious Waste. Employees who do handle such Solid Waste shall be properly trained.

**3.13 Right-of-Way Standards.** The Franchisee shall ensure proper and safe use of Public Right-of-Ways in accordance with Municipal Code, and provide compensation to the City in consideration of the grant of authority to operate a Solid Waste Collection and Disposal system in the Franchise Territory as directed in this agreement.

**3.14 Customer Service Standards.** Franchisee shall:

**3.14.1** Provide sufficient Collection vehicles, Receptacles, facilities, personnel and finances to provide all types of necessary Services as determined by the City.

**3.14.2** Sufficiently staff, operate and maintain a business office and operations facility within the Franchise Territory.

**3.14.3** Provide minimum office hours of 8:00 am through 5:00 pm, Monday through Friday, not including Holidays.

**3.14.4** Maintain a minimum of three (3) payment drop-off boxes within the Franchise Territory.

**3.14.5** Provide for customers to pay their bills at the Franchisee's local office using check, money order, debit or credit cards. For customers that wish to pay in cash, the Franchisee must facilitate and pay for money order transaction fees. The Franchisee must provide multiple locations in the Franchise Territory for customers to generate money orders at no additional cost.

**3.14.6** Ensure a responsive, customer service oriented business. Provide customers with a local telephone number, listed in a local directory, to a business office located within the Franchise Territory. Adequately staff operations to provide prompt response to customer service requests or inquiries and respond promptly and effectively to any complaint regarding Service. Calls received by 1:00 pm by office staff shall be returned the same day as received, and by noon of the following day if the call is received after 1:00 pm.

**3.14.7** Train Collection crews prior to them beginning Solid Waste and Recycling Collection, and office staff prior to having public contact. The scope of the training shall include, but is not limited to, acceptable safety practices, acceptable standards of Service to the public, courteous customer service, and accuracy and completeness of information. All information conveyed to a customer or inquiring person shall be consistent with established service standards.

**3.14.8** Require all employees of the Franchisee and all employees of companies under contract with Franchisee to present a neat appearance and conduct themselves in a courteous manner. The Franchisee shall require its drivers and all other employees who come into contact with the public, to wear suitable and acceptable attire which identifies the Franchisee.

**3.14.9** Designate at least one (1) qualified employee as supervisor of field operations. The supervisor shall devote an adequate portion of his/her workday in the field checking on Collection operations, including responding to issues.

**3.15 Quarterly Reporting Standards.** Franchisee shall provide quarterly reports to the City within 30 days of the end of the preceding quarter.

**3.15.1** Reports shall include a written log of all oral and written complaints or Service issues registered with the Franchisee from customers within the Franchise Territory. Franchisee shall record the name and address of complainant, date and time of issue, nature of issue, and nature and date of resolution. The City may require more immediate reports documenting complaints and resolutions.

**3.15.2** Provide a summary of educational and promotional activities as required in sub-section 3.3.

**3.15.3** Provide detailed quarterly tonnage information on Solid Waste, Recyclable Materials, and Yard Debris Collected within the Benton County watershed.

**3.16 Annual Reporting Standards.** Franchisee shall keep current, accurate records of account. The City may inspect the records of account any time during business hours and may audit the records from time to time. If an audit of the records is required, the cost of such satisfactory independent audit shall be the responsibility of Franchisee. The Franchisee shall submit to the City a report annually, no later than March 1<sup>st</sup> of each year, documenting the activities and achievements of all programs undertaken pursuant to this franchise for the previous year. The City shall evaluate the effectiveness of the programs in terms of the amount, level, and quality of the Services provided by the Franchisee. The report shall include the following specified information:

**3.16.1** Total franchise payments remitted and basis for calculations;

**3.16.2** Year-end financial statements of the Franchisee for Service within the Franchise Territory, including:

Calculated as a percentage of Republic Services of Corvallis Gross Revenue:

Summary of financial highlights  
Statement of income and retained earnings  
Schedule of expenses

For the whole Republic Services of Corvallis division:

Balance sheet  
Statement of Cash Flows (direct method)

**3.16.3** Solid Waste Collected monthly within the Benton County watershed by Franchisee in tons, listed separately for Residential and Commercial Customers.

**3.16.4** Recyclable Materials Collected monthly within the Benton County wastashed by Franchisee in tons (listed separately for Residential Curbside, Recycling depot, and Commercial Customers) and the Disposal Sites used.

**3.16.5** Yard Debris Collected monthly within the Benton County wastashed by Franchisee in tons and the Disposal Site used.

**3.16.6** Annual Recycling data as submitted to the Benton County Environmental Health Division.

**3.16.7** A fixed asset list or an inventory by size and type of all Receptacles and Collection equipment.

**3.16.8** Customer information that identifies each customer account type (e.g. 1 cubic yard Container with 1 pick-up per week) and the number of customers receiving such Service.

**3.16.9** In appropriate years, a summary of the customer survey as required in sub-section 3.3.9.

**3.16.10** Discussion of industry trends and the direction of franchisee over the next five years.

**3.16.11** Summary of research related to section 3.4.2.

**3.16.12** Summary of the community outreach through the media (where, what, when).

**3.16.13** Summary of activities related to sections 3.11.6 and 3.11.9.

**3.16.14** Other information pertaining to performance standards specified in the franchise agreement.

## **Section 4 - Rates**

**4.1 Rate Structure.** The City reserves the right to approve the rate structure of the Franchisee, and to require specific Services

**4.1.1** The Franchisee shall provide to the City a certified copy of the published rate schedule which shall contain the rates and charges made for all its operations. The rate schedule shall be kept current.

**4.1.1.1** Rates established by Council are fixed rates and the Franchisee shall not charge more or less than the fixed rate unless

changed pursuant to Section 4. The Franchisee shall not charge rates not in the rate schedule.

**4.1.1.2** Rates for a given Service must be established under the provisions of these guidelines before such Service can be provided to customers unless Services are being offered under a Pilot Program. If the City determines the Franchisee is providing Services for a fee without following these guidelines, the City may require the Franchisee to continue providing such Services at no charge to the customer until such time as the rates are approved as described under Section 4. If rates are not approved, Service shall be discontinued and Franchisee shall take full responsibility in explaining to customers as to why the Service is no longer being provided.

**4.1.2** Annually, on January 1 of each year, the franchisee may adjust rates for services utilizing the weighted Refuse Rate Index below up to four percent (4%). Adjustments exceeding four percent (4%) require City Council approval. For adjustments requiring City Council approval, the Franchisee must submit the materials required in Section 4.1.3.2 for City and City Council review.

**Refuse Index Percentage Weights by Customer Category**

	Industrial	Commercial	Residential
Collection - CPI	100%	78%	82%
Disposal - Garbage	0%	18%	11%
Disposal - Organics	0%	4%	7%
	100%	100%	100%

**Rate Refuse Index Rate Modifiers**

- percent (%) change from the previous and current year's Half1 Portland-Salem All Urban Consumers Price Index (CPI) not seasonally adjusted.
- percent (%) change in garbage disposal fees (per ton) from previous June 30 to the current June 30.
- percent (%) change in organics disposal fees (per ton) from previous June 30 to the current June 30.

**Residential Example:**

	Index or Cost June 30, 2011 (Half 1)	Index or Cost June 30, 2012 (Half1)	% Change	Weight	Adjustment
Collection	223.105	228.746	2.53%	82%	2.05%
Disposal - Garbage	\$ 26.85	\$ 27.15	1.12%	11%	0.12%
Disposal - Organics	\$ 30.00	\$ 30.75	2.50%	7%	0.18%
Total adjustment					2.35%

**4.1.2.1** Customers shall be notified of the new rates at least thirty (30) days prior to new rates taking effect.

**4.1.2.2** The City shall be provided an adjusted rate sheet, an electronic spreadsheet illustrating how the new rates were calculated, and a copy of the CPI sixty (60) days prior to the rates taking effect.

**4.1.2.3** Rates shall be rounded to the nearest cent (\$.01).

**4.1.3** In addition to Section 4.1.2., rates shall be subject to review and change only one (1) time in a calendar year, beginning January 1 and ending December 31; provided:

**4.1.3.1** The City may, with appropriate documentation submitted by Franchisee, grant an interim or emergency rate for new, special or different Service affecting less than 1% of a customer group, including Pilot Programs, for up to six (6) months before Council review.

**4.1.3.2** An application for a rate adjustment may be made when the cost of Collection is increased by governmental regulations, when there is a new service offered, or when there is a substantial new expense. Franchisee shall notify the City immediately when any of the above new expenses becomes known to the Franchisee. Failure to immediately notify the City may result in the denial of a related future rate adjustment application. The Franchisee shall submit to the City, at least ninety (90) days prior to any contemplated change, a complete packet of information justifying the requested change. Information required in the packet shall include a breakdown of Residential, Commercial, Industrial and other rates by component (disposal, operating, and other), financial information and statistics relating to each component, a written justification for the rate adjustment, and other information as requested by the City. Proposal information shall be examined by Council in an appropriate public

proceeding affording due process. Based on the information the Franchisee submits, the Council may grant some, all, or none of the requested rate change. In the event of denial, the current rate schedule remains in effect and the Franchisee may file with the Council further information to justify the rate schedule changes.

**4.1.** The approved rate schedule, as of the effective date of this ordinance, shall be deemed to be in effect.

## **Section 5 - Financial**

**5.1 Compensation.** In consideration of the rights and privileges granted by this ordinance, the Franchisee shall pay to the City of Corvallis, five (5) percent per annum of its Gross Revenues derived from all Services within the Franchise Territory including the sale of Recyclable Material. Franchisee shall also pay five (5) percent per annum of the Gross Revenues derived from franchised Services, as defined in this ordinance, earned by Persons under contract to, or under the employment of the Franchisee.

**5.1.1** The compensation required in this section shall be due on or before the last business day of each and every month for the month preceding. Franchisee shall furnish with each payment, a notarized statement, executed by an officer of Franchisee, showing the amount of Gross Revenue of the Franchisee within the Franchise Territory for the period covered by the payment computed on the basis as determined by sub-section 5.1, Compensation. If Franchisee fails to pay the entire amount of compensation due to the City through error or otherwise within the time allotted for, the unpaid balance shall be subject to a late penalty of an additional ten (10) percent, plus interest of two (2) percent per month on the amount of fee due and unpaid from the date due until it is paid together with the late penalty.

**5.1.2** In the event the Franchisee is prohibited by State or federal law from paying a fee based on Gross Revenues or the City is prohibited by State or federal law from collecting such a fee, or if any legislation reduces the actual or projected amount of compensation collected in any given year, the City has the right to renegotiate the compensation section of this franchise agreement.

**5.1.3** Franchisee shall not separately identify its franchise fee on billing statements to customers.

**5.1.4** Nothing contained in this franchise shall give the Franchisee any credit against any ad valorem property tax levied against real or personal property within the Franchise Territory, or against any local improvement assessment or any business tax imposed on Franchisee, or against any charges imposed upon Franchisee including permit and inspections fees or reimbursement or indemnity paid to the City.

**5.2 Insurance.** Franchisee shall pay, save harmless, protect, defend and indemnify the City from any loss or claim against the City on account of, or in connection with, any activity of Franchisee in the operation or maintenance of its facilities and Services except those that arise out of the sole negligence of the City. Franchisee shall, for the purposes of carrying out the provisions of this agreement, have in full force and effect, and file evidence with the City the following requirements:

**5.2.1** Workers' Compensation insurance as required by Oregon Law, including Employers Liability Coverage.

**5.2.2** Commercial General Liability insurance as broad as Insurance Services Office (ISO) form CG 00 01, providing Bodily Injury, Property Damage and Personal Injury on an occurrence basis with the following as minimum acceptable limits:

Bodily Injury and Property Damage - Each Occurrence	\$1,000,000
Personal Injury - Each Occurrence	\$1,000,000
Products & Completed Operations - Aggregate	\$2,000,000
General Aggregate	\$2,000,000

**5.2.3** Business Automobile Liability as broad as Insurance Services Office (ISO) form CA 00 01, providing bodily injury and property damage coverage for all owned, non-owned and hired vehicles, with the following as minimum acceptable limits:

Bodily Injury and Property Damage - Each Occurrence	\$1,000,000
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**5.2.4** Franchisee shall furnish the City with Certificates of Insurance and with original endorsements for each insurance policy (if needed). All certificates and endorsements are to be received and approved by the City before the effective date of this ordinance. The Commercial General Liability Certificate shall name the City of Corvallis, its officers, officials, employees and agents as Additional Insured as respect to operations performed under this franchise agreement. Franchisee shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self insurance. All such deductibles, retentions, or self-insurance must be declared to and approved by the City.

**5.2.5** Any Certificate shall state, "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left." Any "will endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives." shall be omitted.

**5.3 Hold Harmless.** The Franchisee agrees to indemnify, defend and hold harmless the City, its officers, employees, volunteers and agents from any and all claims, demands, action, or suits arising out of or in connection with the Council's grant

of this franchise. Franchisee shall be responsible to defend any suit or action brought by any person challenging the lawfulness of this franchise or seeking damages as a result of or arising in connection with its grant; and shall likewise be responsible for full satisfaction of any judgment or settlement entered against the City in any such action. The City shall tender the defense to the Franchisee and Franchisee shall accept the tender whereupon the City shall assign to Franchisee complete responsibility of litigation including choice of attorneys, strategy and any settlement.

**5.3.1** The Franchisee's costs incurred in satisfying its obligations as defined in 5.3 above, shall not decrease the total amount of revenue paid to the City and shall not increase the total amounts paid by the ratepayers for which the Franchisee serves under the authority of the franchise agreement. All such expenses shall be the sole responsibility and burden of the Franchisee.

**5.4 Damages.** Damages and penalties include, but shall not be limited to, damages arising out of personal injury, property damage, copyright infringement, defamation, antitrust, errors and omissions, theft, fire, and all other damages arising out of Franchisee's exercise of this franchise, whether or not any act or omission complained of is authorized, allowed, or prohibited by this franchise.

## **Section 6 - Administration and Enforcement**

### **6.1 Customer Dispute Resolution Process.**

**6.1.1** Any citizen of Corvallis who is aggrieved or adversely affected by any application of the franchise or policy of the Franchisee shall first attempt to settle the dispute by notifying the Franchisee of the nature of the dispute and affording the Franchisee the opportunity to resolve the dispute.

**6.1.2** If the dispute is unresolved, the citizen may contact the City. The City may require a written description of the dispute from either party, and shall attempt to mediate and resolve the grievance with the citizen and the Franchisee.

**6.1.3** If the dispute is still unresolved, the citizen or the Franchisee may appeal to the Council who shall hear the dispute. The decision of the Council shall be final and binding.

**6.2 Penalties and Procedures.** Subject to the requirement of prior notice as set forth in Section 6.3 below, for violations of this ordinance occurring without just cause, the City may assess penalties against Franchisee as follows:

**6.2.1** For failure to adhere to material provisions of this franchise, as defined in Section 6.4.1, the penalty shall be Five Hundred Dollars (\$500.00) per day per occurrence for each provision not fulfilled.

**6.2.2** For failure to comply with Oregon Occupational Safety and Health Administration and Oregon Department of Transportation safety requirements or

Oregon Department of Environmental Quality rules and regulations, the penalty shall be Five Hundred Dollars (\$500.00) per day, per occurrence.

**6.2.3** For failure to comply with any provision of this franchise, for which a penalty is not otherwise specifically provided, the penalty shall be Two Hundred Fifty Dollars (\$250.00) per day, per occurrence.

**6.2.4** For failure to comply with reasonable requests of the City related to Service, the penalty shall be One Hundred Fifty Dollars (\$150.00) per day per request.

**6.3 Procedure for Imposition of Penalties.**

**6.3.1** Whenever the City finds that the Franchisee has violated one (1) or more terms, conditions or provisions of this franchise, a written notice, or a verbal notice followed by a written notice, shall be given to Franchisee informing it of such violation or liability. If the violation concerns requirements mandated by the Oregon Occupational Health and Safety Administration or the Oregon Department of Environmental Quality, a verbal notice followed by a written notice may be given. For these safety or public health violations, Franchisee shall have twenty-four (24) hours from notification to correct the violation. For all other violations and liabilities, the written notice shall describe in reasonable detail the specific violation so as to afford Franchisee an opportunity to remedy the violation. Franchisee shall have ten (10) days subsequent to receipt of the notice in which to correct the violation. Franchisee may, within five (5) days of receipt of notice, notify the City that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Franchisee to the City shall specify with particularity the matters disputed by Franchisee.

**6.3.2** The Council shall hear Franchisee's dispute at its next regularly or specially scheduled meeting. The Council shall supplement the decision with written findings of fact.

**6.3.3** If, after hearing the dispute, the claim is upheld by the Council, Franchisee shall have ten (10) days from such a determination to remedy the violation or failure. Penalties shall accrue from time of initial notification until such time as the violation or failure is resolved to the satisfaction of the City.

**6.3.4** Franchisee shall be liable for full payment of all penalties imposed under this section.

**6.4 City's Right to Revoke.** In addition to all other rights which the City has pursuant to law or equity, the Council reserves the right to revoke, terminate, or cancel this franchise, and all rights and privileges pertaining thereto, in the event that:

**6.4.1** Franchisee violates any of the following provisions of this franchise which are deemed to be material to the performance of the franchise:

- Standards for Collection and Disposal of Solid Waste and Recyclable Materials ( Section 3 )
- Rates (Section 4)
- Compensation ( Section 5 )
- Insurance ( Section 5 )
- Assignment or Sale of Franchise ( Section 8 )

**6.4.2** Franchisee practices any fraud upon the City or a customer.

**6.4.3** Franchisee becomes insolvent, unable or unwilling to pay its debts, or is adjudged bankrupt.

**6.4.4** Franchisee misrepresents a material fact in the application for or negotiation of, or renegotiation of, or renewal of, the franchise.

**6.4.5** It is determined to be in the best interest of the public to do so, after conducting a public hearing and documenting in findings of fact.

## **6.5 Enforcement**

**6.5.1** The City shall have the right to observe and inspect all aspects of Collection operations, facilities, Services, and records which are subject to the provisions of this franchise, to ensure compliance.

**6.5.2** If the Franchisee at any time fails to promptly and fully comply with any obligation of this agreement after receiving a written notice and a reasonable opportunity to comply, the City may elect to perform the obligation at the expense of the Franchisee.

**6.5.3** If Franchisee defaults in any of the terms required to be performed by it under the terms of this franchise, and the default continues for ten (10) days after written notification by the City, this franchise may, at the option of the Council, become null and void.

**6.5.4** The City reserves the right to make such further regulations as may be deemed necessary to protect the interests, safety, welfare and property of the public and carry out purposes stated in Section 3 of this ordinance. The City or the Franchisee may propose amendments to this franchise. Proposals shall be in writing and shall be afforded an adequate review process. Amendments to the franchise must be approved by the Council.

**6.5.5** The City bases its rights reserved hereunder upon the inherent and statutory right of the City to perform in the best interests of the people of the City and to prevent any possible flagrant misuse of the rights granted hereunder.

Conflicts or disputes arising under this franchise shall be subject to judicial review.

**6.5.6** All remedies and penalties under this ordinance, including termination, are cumulative, and the recovery or enforcement of one is not a waiver or a bar to the recovery or enforcement or any other recovery, remedy or penalty. In addition, the remedies and penalties set out in this ordinance are not exclusive, and the City reserves the right to enforce the penal provisions of any other ordinance, statute or regulation, and to avail itself of any all remedies available at law or in equity. Failure to avail itself of any remedy shall not be construed as a waiver of that remedy. Specific waiver of any right by the City for a particular breach shall not constitute a general waiver of the City's right to seek remedies for any other breach, including a repetition of the waived breach.

**6.6 Non-enforcement by the City.** Franchisee shall not be relieved of its obligation to comply with any of the provisions of this franchise by reason of any failure of the City to enforce prompt compliance.

**6.7 Written Notice.** All notices, reports, or demands required to be given in writing under this franchise shall be deemed to be given when a registered or certified mail receipt is returned indicating delivery as follows:

If to the City:                   City of Corvallis  
  P.O. Box 1083  
  Corvallis, Oregon 97339-1083  
  Attn: Franchise Utility Specialist

If to Franchisee:               Republic Services of Corvallis  
  P.O. Box 1  
  Corvallis, Oregon 97339

Such addresses may be changed by either party upon written notice to the other party given as provided in this section.

## **Section 7 - Public Responsibilities**

**7.1 Hazardous Waste.** No person shall place Hazardous Wastes for Collection or Disposal by Franchisee at the Curbside.

**7.2 Approved Receptacles.** No customer shall use any Solid Waste Collection Receptacle unless it is supplied by or approved by the Franchisee.

**7.3 Safe Loading Requirements.** No stationary compactor or Receptacle for Residential or Commercial use shall exceed the safe loading requirements designated by the Franchisee and agreed to by the City.

**7.4 Access to Receptacle.** No Receptacle shall be located behind any locked or latched gate or inside of any building or structure unless authorized by the Franchisee. No Person shall block the access to a Receptacle.

**7.5 Safe Access.** Each customer shall provide safe, above ground access to the Solid Waste or Solid Waste Receptacle without hazard or risk to Franchisee.

**7.6 Curbside Receptacle Placement.** Placement of Receptacles must be within three (3) feet of the curb but shall not restrict access to bicycle lanes or sidewalks and shall not be blocked by vehicles or other items. Items not for Collection must be at least three (3) feet from Receptacles. Placement of Receptacles is limited to a time period of twenty-four (24) hours prior to pick-up and twenty-four (24) hours after pick-up. Receptacles within alleys shall be placed to accommodate Collection vehicles.

**7.7 Removal of Solid Waste Prohibited.** No Person, other than the Generator of the materials contained therein, or an officer, employee or permittee of the City, or an employee of the Franchisee shall interfere with any Franchisee Serviced Solid Waste Receptacle, or remove any such Receptacle or its contents from the location where the same has been placed by the Generator.

**7.8 Collection of Solid Waste Prohibited.** No Person shall remove the lid from any Serviced Solid Waste Receptacle, nor enter into such Solid Waste Receptacle, nor shall any Person Collect, Compact, molest, or scatter Solid Waste placed out for Collection, except the Generator of the materials contained therein, or an officer, employee or permittee of the City, or an employee of the Franchisee.

**7.9 Stationary Compactor.** No person shall install a stationary compacting device for handling of Solid Wastes unless it complies with all applicable federal, state, and local laws and regulations. Franchisee shall not Service any such device unless these requirements are adhered to at all times.

**7.10 Train System.** No person shall install or operate a Train System for the purpose of Solid Waste Collection.

## **Section 8 - Miscellaneous**

**8.1 Assignment or Sale of Franchise.** This franchise shall not be sold, assigned or transferred, either in whole or in part, in any manner, nor shall title thereto, either legal or equitable, or any right, interest or property therein, pass to or vest in any Person without the prior written consent of the City, which consent shall not be unreasonably withheld. The City's consent shall be based upon the financial responsibility of the party whom the franchise is proposing for sale, assignment or transfer. The proposed assignee must show, in addition to financial capability, technical ability, legal qualifications, demonstrated ability, and experience, to comply with the terms of the franchise as determined by the City, and must agree to comply with all provisions of the franchise, including all Services regularly performed by the company but not necessarily

designated herein. The City shall be deemed to have approved the proposed transfer or assignment in the event that its consent is not communicated in writing to the Franchisee within one-hundred twenty (120) days following receipt of written notice of the proposed transfer or assignment.

**8.2 Severability and Constitutionality.** If any portion or phrase of this ordinance is for any reason held invalid or declared unconstitutional by any court, such portion shall be deemed a separate and independent provision; and such holding shall not affect the constitutionality of the remaining portion hereof. The Council hereby declares that it would have passed this ordinance and each portion and phrase hereof, irrespective of the fact that any one (1) or more portions or phrases be declared illegal, invalid or unconstitutional

**8.3 Continuity of Service Mandatory.** Upon expiration or the termination of this franchise, the City may require Franchisee to continue to operate the system for an extended period of time, not to exceed twelve (12) months. Franchisee shall, as trustee for its successor in interest, continue to operate under the terms and conditions of this franchise. In the event Franchisee does not so operate, the City may take such steps as deemed necessary to assure continued Service to subscribers. Costs associated with such actions shall be the sole responsibility of Franchisee.

**8.4 Rules of Construction.** This ordinance shall be construed liberally in order to effectuate its purposes. Unless otherwise specifically prescribed in this ordinance, the following provisions shall govern its interpretation and construction:

**8.4.1** The singular may include the plural number, and the plural may include the singular number.

**8.4.2** "May" is permissive and "shall" is mandatory.

**8.5 Calculation of Time.** Time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time unless stipulated otherwise in this agreement. When the last day of the period falls on Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation.

**8.6 Repeal; Effective Date.** This ordinance shall repeal Ordinance 2008-15. If this ordinance is void for any reason, Ordinance 2008-15 shall remain repealed in its entirety. This ordinance shall be in full force and effect as of the date indicated below, but this ordinance shall be void unless the Franchisee files with the City Recorder, within 30 days, the Franchisee's unconditional written acceptance of the terms, conditions, and obligations to be complied with or performed by it under this ordinance.

PASSED by the Council this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

APPROVED by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Effective this 1 day of June, 2013.

Mayor

ATTEST:

City Recorder

**Rate Increase History vs. CPI**  
(automated residential 35 gallon cart)

	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	Average
<b>Rate Increase</b>	11% *					4.35%	6.2%	3.5%	9.85% **		20.3% ***			6% ****	<b>4.37%</b>
<b>Increase minus new service</b>	11% *					4.35%	6.2%	3.5%	3% **		6.9% ***			6% ****	<b>2.93%</b>
<b>CPI Increase</b>	2.83%	3.28%	2.72%	1.27%	1.36%	2.04%	2.48%	2.73%	3.43%	3.86%	1.00%	1.60%	2.57%	2.53%	<b>2.41%</b>

\* Previous rate increase was 1993

\*\* New weekly co-mingled recycling cart service added - 3% of increase was for inflation of on-going expenses

\*\*\* Yard debris service increased to weekly accounting for 13.4% of increase - Remaining 6.9 % inflation increases for 2009 and 2010

\*\*\*\* Rate increase driven primarily from diesel fuel price increases

## Refuse Rate Index Component Increases Required to Reach 4% Maximum Increase

### Scenario 1 - CPI at 10-year average (2.4%)

(based on weekly 35 gallon garbage service)

Rate Component	Component Weight	2013**	2014	2015	2016	2017	2018	2019	2020
Collection	82%	0%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%
*Landfill	11%	0%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%
Organics Processor	7%	0%	25%	25%	25%	25%	25%	25%	25%

<b>Total % Increase</b>		**	<b>4.0%</b>						
Total Charge	\$18.50	\$18.50	\$19.24	\$20.00	\$20.80	\$21.63	\$22.49	\$23.38	\$24.32

\* Coffin Butte Landfill has a franchise with the Benton County stating rates for Benton County customers can only increase at the CPI. The franchise expires on December 31, 2020.

\*\*Allied Waste has stated there will be no increase in 2013 if the CNG project is completed as scheduled.

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### Scenario 2 - CPI at 20-year average (3.2%)

(based on weekly 35 gallon garbage service)

Rate Component	Component Weight	2013**	2014	2015	2016	2017	2018	2019	2020
Collection	82%	0%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%
*Landfill	11%	0%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%
Organics Processor	7%	0%	15%	15%	15%	15%	15%	15%	15%

<b>Total % Increase</b>		**	<b>4.0%</b>						
Total Charge	\$18.50	\$18.50	\$19.24	\$20.02	\$20.83	\$21.66	\$22.54	\$23.44	\$24.39

\* Coffin Butte Landfill has a franchise with the Benton County stating rates for Benton County customers can only increase at the CPI. The franchise expires on December 31, 2020.

\*\*Allied Waste has stated there will be no increase in 2013 if the CNG project is completed as scheduled.

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### Scenario 3 - CPI at 10-year average (2.4%) plus a change in Benton County landfill franchise allowing higher rates

(based on weekly 35 gallon garbage service)

Rate Component	Component Weight	2013**	2014	2015	2016	2017	2018	2019	2020
Collection	82%	0%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%	2.4%
*Landfill	11%	0%	15%	15%	15%	15%	15%	15%	15%
Organics Processor	7%	0%	6%	6%	6%	6%	6%	6%	6%

<b>Total % Increase</b>		**	<b>4.0%</b>						
Total Charge	\$18.50	\$18.50	\$19.25	\$20.02	\$20.83	\$21.67	\$22.55	\$23.46	\$24.41

\* Coffin Butte Landfill franchise with the Benton County changes allowing higher rates.

\*\*Allied Waste has stated there will be no increase in 2013 if the CNG project is completed as scheduled.

**Scenario 4 - CPI at 20-year average (3.2%) plus a change in Benton County landfill franchise allowing higher rates**  
 (based on weekly 35 gallon garbage service)

Rate Component	Component Weight	2013**	2014	2015	2016	2017	2018	2019	2020
Collection	82%	0%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%	3.2%
*Landfill	11%	0%	10%	10%	10%	10%	10%	10%	10%
Organics Processor	7%	0%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%

<b>Total % Increase</b>		**	<b>4.0%</b>						
Total Charge	\$18.50	\$18.50	\$19.25	\$20.02	\$20.83	\$21.67	\$22.55	\$23.46	\$24.41

\* Coffin Butte Landfill has a franchise with the Benton County stating rates for Benton County customers can only increase at the CPI. The franchise expires on December 31, 2020.

\*\*Allied Waste has stated there will be no increase in 2013 if the CNG project is completed as scheduled.

RESOLUTION NO. 6019

A RESOLUTION APPROVING A RATE MODIFICATION FOR ALBANY-LEBANON SANITATION COMPANY AND PROVIDING THAT FUTURE RATES ARE TRANSITIONED TO A METHODOLOGY GENERALLY REFLECTIVE OF CHANGES IN THE CONSUMER PRICE INDEX AND REPEALING RESOLUTION NO. 5802

WHEREAS, Albany-Lebanon Sanitation Company (hereinafter "Franchisee") provides solid waste management and recycling services pursuant to the terms of a franchise with the City codified as AMC 3.28.010 – 3.28.170; and

WHEREAS, AMC 3.28.130 provides that rates for service shall be approved by the City Council by resolution giving consideration to a number of economic factors; and

WHEREAS, establishing a future rate structure generally based upon changes in the consumer price index will provide a measure of certainty both for rate payers and for the Franchisee; and

WHEREAS, such rate certainty is desirable to enable the Franchisee to make reasonable capital improvement and acquisition decisions and to provide rate payers with predictability concerning the cost of waste collection, disposal, and recycling services.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. Rate Adjustment from August 1, 2011, through June 30, 2012. Effective August 1, 2011, and continuing thereafter until June 30, 2012, the City approves an across-the-board six percent (6%) increase in Franchisee's rates for services provided pursuant to the above-referenced franchise.

Section 2. Rate Adjustment from July 1, 2012 through December 31, 2012. Effective July 1, 2012, and continuing thereafter until December 31, 2012, the City approves an across-the-board four percent (4%) rate increase in Franchisee's rates for services provided pursuant to the above-referenced franchise.

Notwithstanding the foregoing, if Franchisee net income exceeds seven percent (7%) as reported on May 1, 2012, the rate increase for this period shall not be allowed by this resolution but shall, instead, be adjusted and presented to the Council for review and consideration. In order to be eligible for a rate increase during the period in question, Franchisee must provide City with all of the information necessary to do the calculations referred to in Exhibit "A," attached hereto, by May 1, 2012.

Section 3. Rate Adjustment from January 1, 2013 through January 1, 2014. Effective January 1, 2013, Franchisee is permitted a rate increase for all services covered by above-referenced franchise of two percent (2%) plus the Refuse Rate Index described in Exhibit "A" applicable to the period in question.



Section 4. Future Franchise Rates. After January 1, 2014, and continuing until such time as the rates or rate methodology may be modified by the City, Franchisee will be permitted rate increases pursuant to the Refuse Rate Index described in Exhibit "A."

Section 5. Mutual Right to Adjust Rate Modifications and Rate Increase Methodology. The City maintains authority to approve or decline any rate increase requested by the Franchisee. City may, at any time, upon ninety (90) days' written notice to the Franchisee, modify or eliminate any of the rate approvals set forth above. Such modification shall be effective only prospectively for the next rate adjustment period. Unless otherwise noted, rate adjustments shall only be authorized annually, effective

January 1 of each year. Similarly, Franchisee may, upon ninety (90) days' written notice to City, request a modification of the rate adjustment methodology set forth herein or may request additional adjustment as a result of significant changes in the value of recyclables, shift in garbage collection service levels, changes in required environmental or regulatory compliance measures, or other factors affecting collection system costs. It is intended that this flexibility will allow either party to request a departure from the rate adjustments and rate adjustment methodology set forth in this resolution should such methodology be deemed inappropriate in light of future circumstances. Nothing herein shall limit the City's authority to establish or modify franchise service rates as provided by AMC 3.28.130 in the event that the City Council determines that it is in the public interest to do so.

Section 6. City Access to Franchisee Information. At any time, upon ten (10) days' written request, Franchisee shall provide to City access to raw data and documentation upon which all calculations used in establishing the Refuse Rate Index and Franchisee net income shall have been determined. If Franchisee fails to provide this information in satisfactory form to the City upon request, it shall forfeit entitlement to the requested rate increase.

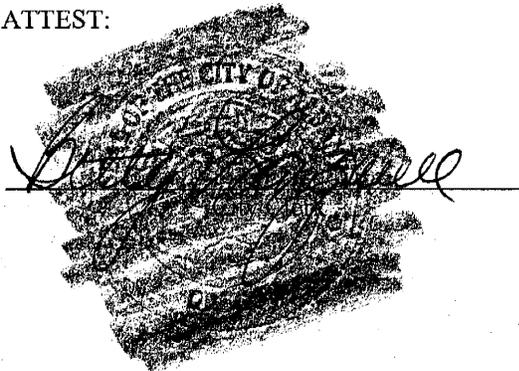
Section 7. Repealing Resolution No. 5802. The Albany City Council hereby repeals Resolution No. 5802 dated July 22, 2009.

Section 8. Effective Date. This resolution is effective August 1, 2011.

DATED AND EFFECTIVE THIS 22ND DAY OF JUNE 2011.

  
Mayor

ATTEST:



*Exhibit "A"*  
*Refuse Rate Index Methodology*

**Rate Modification**

Annual modification of the Franchisee's collection service charges will be based in whole or in part on the "Refuse Rate Index" (RRI) as described below. The Refuse Rate Index will be a weighted index based on the following three indices:

- The annual Consumer Price Index for Urban Wage Earners and Clerical Workers for the Portland-Salem Area, all items, not seasonally adjusted, or successor indices, which will have a weight of 65%.
- The annual adjustment for disposal fees and yard waste processing fees will have a weight of 25%. This fee increase shall not exceed 4% annually.
- The Energy Information Agency annual West Coast Retail Prices Series for Number 2 Ultra Low Sulfur Diesel Fuel, which will have a weight of 10%.

**Note: The preceding year, June 30 (2<sup>nd</sup> Quarter), CPI publications will be utilized to calculate the January adjustment factor (example: June 30, 2012 publication for January 2013 rate adjustment).**

The Refuse Rate Index, for the contract year beginning in January 1, 2013, and for each subsequent contract year, will be calculated by taking the weighted average, based on the weights above, of the percentage difference between the three indices most recent year end values and the corresponding values for the prior year, and adding the result to 1.0. The resulting amount shall be termed the "adjustment factor". At no time shall the total adjustment factor be less than 1.0. All rates in the rate schedule shall then be multiplied by the approved adjustment factor.

*Example:*

	Index: June 30, 2011	Index: June 30, 2012	% Change	Weight	RRI
Consumer Price Index - Portland/Salem	220	222	0.9%	65%	0.6%
Average Disposal Rate	\$ 35.00	\$ 36.00	2.9%	25%	0.7%
Consumer Price Index - West Coast Ultra Low Sulfur Diesel	155	170	9.7%	10%	1.0%
				Rate Adjustment %	2.3%
					100.0%
				Adjustment Factor	102.3%

When the RRI is used to calculate a Franchisee rate increase, whether the RRI is used as the sole basis for modification or as only a partial factor in the rate modification, the total rate increase may not exceed 6% in any calendar year.

If in a given year, the Franchisee's rate of return (Net Income as a % of total revenue) exceeds 10%, the RRI adjustment factor will be deferred to the following year. Adjustments to the Franchisee's collection service charge shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

The Franchisee shall submit to the City for review and approval a rate adjustment statement, calculating the new rates for the next year, on or by September 1 of each year, starting September 1, 2012. The City shall have thirty (30) days to approve or disapprove the new rates provided, however, that the City may not disapprove an RRI increase unless the Rate Adjustment Statement contains errors of calculations. On City approval, the new rates shall take effect annually on January 1, beginning 2013. Customers shall be notified by December 1, thirty (30) days prior to the new rate. Should ratepayers not receive notification by December 1, due to missed deadlines by the Franchisee or rate disapproval by the City, implementation of the new rates shall be delayed by one month without opportunity for recovery of lost revenue.

# Attachment 1

## Rate Increase History vs. CPI (automated residential 35 gallon cart)

	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	Average
<b>Rate Increase</b>	11% *					4.35%	6.2%	3.5%	9.85% **		20.3% ***			6% ****	<b>4.37%</b>
<b>Increase minus new service</b>	11% *					4.35%	6.2%	3.5%	3% **		6.9% ***			6% ****	<b>2.93%</b>
<b>CPI Increase</b>	2.83%	3.28%	2.72%	1.27%	1.36%	2.04%	2.48%	2.73%	3.43%	3.86%	1.00%	1.60%	2.57%	2.53%	<b>2.41%</b>

\* Previous rate increase was 1993

\*\* New weekly co-mingled recycling cart service added - 3% of increase was for inflation of on-going expenses

\*\*\* Yard debris service increased to weekly accounting for 13.4% of increase - Remaining 6.9 % inflation increases for 2009 and 2010

\*\*\*\* Rate increase driven primarily from diesel fuel price increases

\$10 starting monthly rate	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	
Rate increase	\$ 11.10	\$ 11.10	\$ 11.10	\$ 11.10	\$ 11.10	\$ 11.58	\$ 12.30	\$ 12.73	\$ 13.11	\$ 13.11	\$ 14.01	\$ 14.01	\$ 14.01	\$ 14.85	\$ 0.91
CPI Increase	\$ 10.28	\$ 10.62	\$ 10.91	\$ 11.05	\$ 11.20	\$ 11.43	\$ 11.71	\$ 12.03	\$ 12.44	\$ 12.92	\$ 13.05	\$ 13.26	\$ 13.60	\$ 13.94	6.5%



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Home Magazine Fenced Out

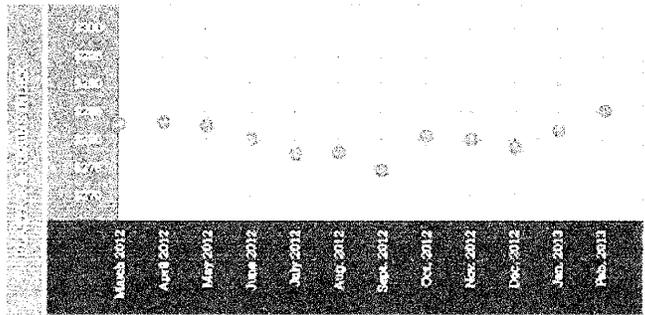
## Fenced Out

DEPARTMENTS - PLASTICS, PLASTICS

The "Green Fence" in China has slowed the flow of plastic scrap into the country.

Recycling Today Staff

APRIL 1, 2013



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A "Green Fence" that China has erected to keep out undesirable material is having an effect on overseas purchases of secondary plastics. The country, in an effort to protect its environment, has launched an initiative it has dubbed Green Fence. As a result, Chinese customs officials are closely scrutinizing incoming shipments of recyclables, according to sources.

Low-grade materials in particular have felt the pinch. "Export buying activity has slowed for low-end grades of postconsumer plastics due to recent regulations and China's green fence," a reprocessor based in the Southwest says. He adds, "We are still actively exporting film grades and all industrial grade plastics as well as resin to Asia and Latin America."

A reprocessor based in the Great Lakes region also points to China's Green Fence as negatively affecting demand for some plastics.

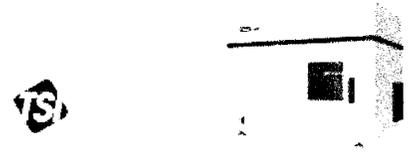
"Mixed materials for export to China had demand slashed, as customs procedures have hampered buying," he says. However, he adds that export to China for some grades of plastics, as well as to India, remain strong despite interruptions from Chinese New Year and tightened import restrictions in China.

"Dirty or mixed postconsumer materials, such as mixed rigid, are no longer shipped to China," a recycler based in the Midwest says. "Chinese customs have targeted dirty materials, but they are also refusing materials such as woven PP Super Sacks, dirty LDPE (low-density polyethylene) and postconsumer

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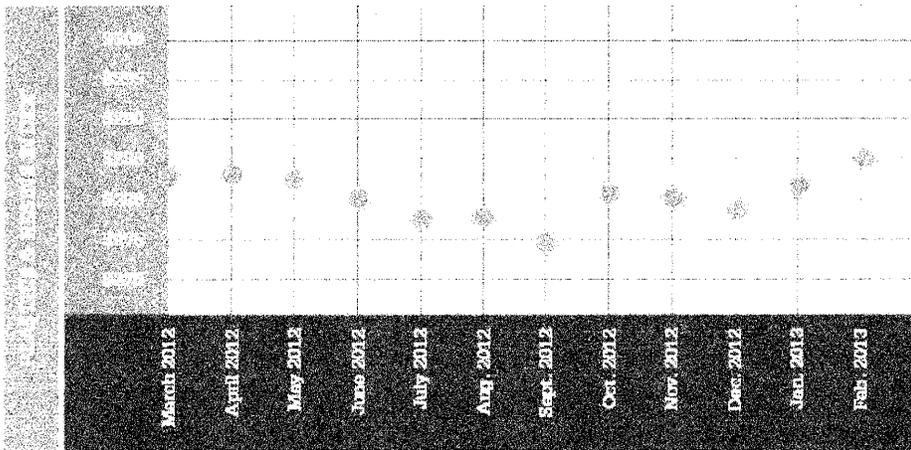
pricing, he adds.

The reprocessor based in the Southwest says generation is somewhat soft, largely because manufacturers are being more efficient and reusing the scrap material they generate. "We do see an increase in the postconsumer plastics being collected and going into the marketplace, as we saw with the recycling rate increases for bottles collected," he says, pointing to improved consumer awareness and more opportunities to recycle. He describes domestic demand for all secondary plastics as good as long as the material is of sufficient quality.

PET (polyethylene terephthalate), PS (polystyrene), PP (polypropylene) and PE (polyethylene) grades are growing in terms of demand, the reprocessor based in the Southeast says.

"We have calls daily looking for different types of material, especially PE and PP grades," the recycler in the Midwest says. "Engineering grades are also in demand: PC, ABS (acrylonitrile butadiene styrene), PC/ABS, PVC and others."

The reprocessor based in the Great Lakes region says the rising cost of freight in the last few months has created a value imbalance for some grades, eroding profitability.



\*Product price index is based on December 2012 average prices as 100; source: U.S. Bureau of Labor Statistics



MAY 2013

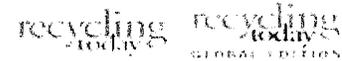
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Attachment 4

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# Operation Green Fence is deeply affecting export markets

By *dylan*

Created 04/12/2013 - 07:35

## Operation Green Fence is deeply affecting export markets

 Fri, 04/12/2013 - 07:35 |  dylan

## Operation Green Fence is deeply affecting export markets

By *Jerry Powell, Resource Recycling*

China no longer wants to receive garbage from other countries. As a result, enhanced import inspections by Chinese customs officials have led to severe recycling market confusion worldwide, especially for shippers of recovered paper and plastics.

China's new president, Xi Jinping, says that checking containers of recyclables for waste must be a top priority for customs officials. Existing regulations limit the amount of non-recyclable materials in bales, but enforcement of these rules has been lax. According to many sources, this laxity is going away.

Inspectors are now operating under a new program, "Operation Green Fence," and are reportedly inspecting nearly every container. A special team of inspection officials has been created to attack the problem of high levels of waste in bales imported from Europe, North America and elsewhere. Because inspections slow down port operations, shippers are now seeing rising demurrage costs as they pay ports to hold containers until they are inspected.

Definitive assessments of the market impact of enhanced inspections are not available, with much of the current analysis relying on rumor. It is known, however, that a number of containers have been rejected in China, especially for mixed paper and mixed rigid plastics scrap.

It is also known that several large exporters, such as America Chung Nam, have increased their container inspections here in the U.S., before the containers are delivered to the port for shipping. *Resource Recycling* has obtained a "Supplier Letter of Awareness" from ACN, the largest exporter of recovered paper from the U.S., which details numerous "items of concern" including:

- Zero tolerance for banned items, such as e-scrap, textiles, green waste, animal/human waste, insects, animals, food waste, medical waste, etc.

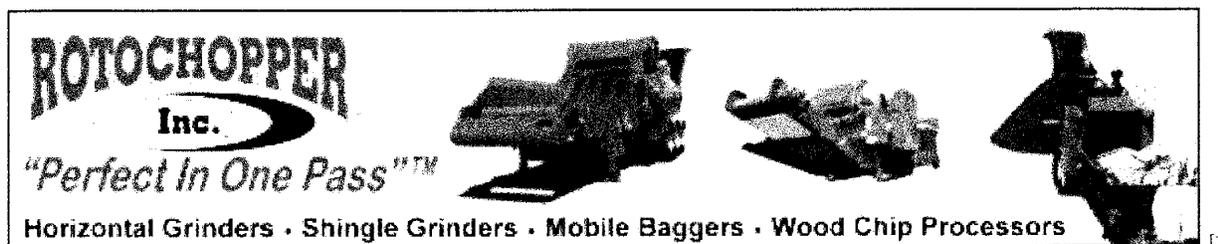
- Prohibitive levels must be maintained below 1.5 percent on a bale-by-bale basis. Common examples include wood, metal, glass and plastic.
- Material shipped as "waste paper" but incorrectly declared is cause for customs penalty, including shipment of convertible items such as rolls, reels, boxed or plastic-wrapped paper, cut sheets, etc. Wire baling is the only acceptable form of packaging for "waste paper."
- Wet material (exceeding 12 percent "air-dry" standard) creates an environment for degradation where material can pick up dirt, inviting additional scrutiny, regardless of prohibitive level.
- Loading photos for each container must be sent on or before the cut-off date for each booking, so that they may be reviewed in a timely manner. Shipment will be suspended and potentially returned for any failure to do so.
- Make sure each container is clear of foreign matter/debris before loading (items such as those for blocking/bracing and items such as moisture absorbent gel packs left by previous shipper).

Some recycling market analysts contend that this changing situation in China is the key reason why prices for some recovered materials in the U.S, have declined over the past few weeks. Several recovered paper shippers say they are more and more unwilling to ship to China, and they are seeking domestic orders instead. They contend this has resulted in domestic mills being able to push prices down by about \$10 per ton. Other recycling industry players report the same activity in the plastics market.

And demand in China has slumped. For example, global shipments of recovered paper to China in the first two months of this year, at 5.1 million tons, were down 18.4 percent in comparison to the same period in 2012.

Several observers have offered ideas on what may now happen under Operation Green Fence. For one, some plastics shippers say their Chinese buyers will begin pushing for washed or granulated plastics and no longer seek bales of mixed material. And some market players feel Vietnamese buyers will jump in the void by buying bales of paper or plastics containing high levels of contaminants. These buyers will then manually sort the bales, remove the garbage and rebale the fibers or plastics before shipping the containers to China.

One likely effect of the Chinese bale inspection program will be revised bale specifications by U.S. consumers of fibers and plastics. This was a topic at this week's annual convention of the Institute of Scrap Recycling Industries in Orlando. An executive of a domestic recycled paper producer said his company was likely to tighten the specifications soon for the bulk grades consumed at the firm's mills. "We're pleased that the Chinese government has taken this action," he said. And a large plastics reclaimer said his company had already started to reject bales that previously, before the Chinese crackdown, it would have been forced to buy.



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