

**FINAL RESPONSE TO QUESTIONS
FOR POULSBO REQUEST FOR PROPOSAL FOR SOLID WASTE COLLECTION SERVICES**

1. Is it the intention of the City that once they select a hauler, they will draft a contract with the hauler or will the City use a preferred contract?

The City Attorney will draft the contract.

2. Bainbridge Disposal provides recycling and yard waste services. Waste Management would like to request the details of those services. For example, what are the costs of services by container size and what are the customer counts? Furthermore, please include the tonnage of the recycling and yard waste services.

The information you requested is provided in the Annual Report from Bainbridge Disposal previously provided and attached again to this response as Exhibit A. Some additional information on multi-family recycling accounts is provided on A-2.

3. Does Bainbridge handle customer service calls for recycling and yard waste customers? Alternatively, does the City of Poulsbo handle all of the customer calls?

Yes, customer service does go to Bainbridge Disposal.

4. May we please request a copy of the contract between the City and Bainbridge Disposal?

It is attached to this response as Exhibit B and uploaded to the City's website.

5. There are two large community events, the Viking Fest and the Fourth of July weekend activities. Waste Management would like to request the number of containers and the volume of material collected at those events. To be specific, may we obtain the number and size of all containers for recycling, garbage and food waste.

We do not have this level of detail for this information. All the information we have was provided in the June 28th pre-submittal meeting response. The information has been attached again to this response as well as Exhibit C.

6. Waste Management would like to request that any changes in tipping fees for garbage, recycling and yard waste be a pass through to the customers. Would the City agree to this?

This can be considered during agreement negotiations.

7. Listed on the pricing forms is a reference to biweekly or weekly service. Once an option is chosen, Waste Management would request that the entire City fall under that arrangement. Would the City agree to this?

This would be a Council policy decision at time of contract negotiation.

8. On the pricing form for commercial rates, there is a reference to compactors? What size compactors are you referring to?

That was a header for the table only to differentiate between the sizes that the City owns (up to 8-YD) and the sizes that the City does not own (larger than 8-YD.) That row can be disregarded. An updated form is attached (Exhibit D) and uploaded to the City's website.

9. With respect to recycling, will it be mandatory or subscription based, for both residential and commercial customers?

Currently we only require residential recycling.

10. In the contract, will yard waste/food waste continue to be a subscription service for residential customers, or would the City like to make this a mandatory service?

No, the City would not like to make this a mandatory service.

11. In the pre bid meeting there was a question on the City's capital. If the hauler is requested to purchase the equipment, please provide the number of City owned carts by size and age. Furthermore, please list the type, age and mileage of the trucks that the City owns.

City owned cans:

32 gallon = Approx 2450

64 gallon = Approx 750

The truck details are attached as Exhibit E.

12. With respect to commercial customers, WM would like to request a comprehensive list of the businesses and their container sizes and level of services.

This information is attached as Exhibit F.

13. In section 1.1: there is a reference to possible extensions. Please clarify the number of extensions you will allow and if the extensions will be decided by both the City and vendor or only by the City.

This will be decided during contract negotiations.

14. In section 1.2 there is a reference to growth: Is the growth because of anticipated annexations? If so, please provide future possible annexations and relative dates for each. If not, please provide annexation information.

There are no scheduled annexations. Growth is driven by development.

15. In Section 1.2 under single family, recycling is part of the garbage service: What is the default size of the recycling cart and is there a limit to the amount of recycling that a residential customer can set out at the curb before they are charged an extra fee?

The default size of cart is 64 gallon. We do not allow them to set out any additional material.

16. In section 1.2 under single family: The City does not offer a 96-gallon cart for MSW service. Is that something the City would like the hauler to provide?

Yes.

17. In section 1.2 under multi-family: How does the City determine what is multi-family? Is it four or more units? Is the recycling service cart based or dumpsters as well? If it is dumpsters, is that service free as part of the garbage service?

Yes, generally, multi-family is 4 or more units. We do pass the cost on to the rate payer for multi-family recycle. Each account is billed \$2.00 per unit and for all accounts the total # of units is 1026. The units are "dwelling units" that Bainbridge Disposal used to determine # of dumpsters and/or totes for each property. No, this is not a free service.

18. In section 2.4, proposal: Waste Management would like to suggest that the unit prices not include the taxes since these numbers will change over time. We suggest that the unit price being the only numbers included in the bid sheet.

No, we would like to see the tax included in the prices.

19. In section 2.4 increases in rates, under the Price subsection: Waste Management would like to recommend the Water Sewer Trash (WST) index with a floor of 1% and a ceiling of 5%.

This can be considered during the contract negotiation.

20. In section 2.4 infrastructure and administrative fee, under the Price subsection: Is the 20% fee a one-time administrative fee or will this be an annual fee?

Annual fee.

21. Under section 2.4 subsection Service: There is a reference to a 7:00am start time. Waste Management would like to suggest an earlier start time for your commercial customers, perhaps 5:00am. Furthermore, would the City be open to a 6:00am start time for residential customers?

The start time is dictated by Poulsbo Municipal Code 8.16.040(B). The code states that customers are required to place cans and bins at curbside by 7 am and that dumpsters must be unblocked and unlocked by 7 am. This is a clear indicator that pickup will not take place before 7 am. A change to the start time would be a Council policy decision during contract negotiations and it would require updating the City's code.

22. In section 2.4 under subsection D, number four, proposed alternatives: At the recent pre-bid meeting, City staff mentioned a curbside annual clean up. May Waste Management request further details about that program? What were the outcomes of that program? Did the City eliminate the program? In addition, did the City find that 4-yard containers were a better option? When the program was in place, what were the volumes of material collected?

The previous curbside annual cleanup was discontinued because there were safety concerns with material being left on sidewalks, material was brought in from outside the City and left, and large unauthorized material was left out for pickup. The program was replaced with the City's current 1-YD Residential Cleanup Program Service (also known as the annual cleanup dumpster program.) The application form for the program is attached as Exhibit G. The City has never used 4-YD containers. The City has no records on volume of material from the previous curbside program.

23. In section 2.4 under subsection D, number four, alternatives, special collection: Is this a one-time event or will it be offered on a regular basis, weekly or biweekly? Please explain.

Christmas trees would be a one-time event. Other special collections are suggested for your use to provide the City options. Use your own judgment to suggest frequency.

24. In section 2.4 under subsection a special curbside: Please share your list of materials that the City would like to see collected curbside.

We are open to suggestions. We do not have a list prepared.

25. In section 2.4 under insurance: Waste Management would like to offer a change: "Contractor's liability under this Section shall not exceed the amount of Contractor's proportionate share of fault."

No, this section came from our risk insurance carrier and it is non-negotiable.

26. In the form section, there is a reference to a bond: Is the City asking for a bid bond as part of the proposal, if so what the amount is?

No, there is no bond required.



City of Poulsbo
2015 Annual Report

A. Customers:	Total:	Tons:
Residential Recycle Customers	3,169	804
Multi-Family Recycle Customers	1,022	196
Commercial Recycle Customers	130	132
Yard Waste Customers	1,092	877

B. Highlights:

In 2015 we had no issues that we are aware of. A couple of noteworthy experiences involved a few of our trucks breaking down at times but we were always able to get them up and running in a timely manner.

C. Education:

In 2015 we visited several senior citizen facilities to help educate about what goes in and what stays out of comingled recycle service. We also make sure to give all new residential customers the appropriate handouts for curbside recycle collection.

D. Inventory of Current Collection Equipment:

1. 2011 Mac Front End Loader (Curbside)
2. 2002 International Rear Loader (Multifamily and Commercial)
3. 2014 Mac Front End Loader (Back Up)

EXHIBIT A-2

CUSTOMER NAME	SERVICE ADDRESS	# of Units Billed
POULSBO YC MARINA ASSN	18129 FJORD DR NE #OS	10
HIDDEN COVE APARTMENTS	354 NW EDVARD ST #OS	8
LIBERTY SHORES RETIREMENT	19360 VIKING AVE NW	58
GUARDIAN MANAGEMENT LLC	20015 WINTON LN NW	40
GUARDIAN MANAGEMENT LLC	824 WINTON LN NW #OS	43
REID PROPERTY MANAGEMENT	19764 3RD AVE NW #OS	59
KITSAP CO CONS HOUSING AU	377 NW EDVARD ST #OS	36
ANDERSON RENTALS INC	20602 BOND RD NE (BUILDIN	8
POULSBO TORVAL LLC	9 NE TORVAL CANYON RD	16
CFA PROPERTIES INC	20026 NE VIKING CREST RD	120
SCANDIA KNOLLS ASSOCIATES	20217 1ST AVE NE #OS	78
VALLEY VIEW LLC	19310 4TH AVE NE #OS	36
ASGARD APARTMENTS LLC	19657 FRONT ST NE	21
RC LIBERTY VIEW LLC	19781 FRONT ST NE #OS	32
EBENEZER SERVICES	19225 4TH AVE NE #OS	8
HILLSIDER 50 APTS	19630 ASH CREST LP NE #OS	50
FJORD VISTA CONDO ASSOC	123 NE MYREBOE ST #OS	18
KITSAP CO CONS HOUSING AU	19581 1ST AVE NE	38
LIBERTY RIDGE @ POULSBO	20455 1ST AVE NE #OS	139
4TH AVE HOMEOWNERS ASSN	19895 4TH AVE NE #OS (3 U	3
4TH AVE HOMEOWNERS ASSN	19905 4TH AVE NE #OS (10	10
MANDL HOLDINGS TRUST	261 NE MOE ST	2
PENINSULA GLEN APTS	2018 NE HOSTMARK ST #OS	29
POULSBO 40 LLC	2110 NE HOSTMARK ST #OS	40
PROFESSIONAL PROPERTY MAN	703 NE HOSTMARK ST #OS	120
		<u>1022</u>

EXHIBIT B

CITY OF POULSBO, WASHINGTON

CONTRACT

FOR

CURBSIDE RECYCLING SERVICES



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**CITY OF POULSBO
CONTRACT
FOR
CURBSIDE RECYCLING SERVICES**

SECTION 1 GENERAL TERMS

1.1.1 Agreement

This agreement together with attachments (hereafter "Contract") is made and entered into this 19th day of SEPTEMBER 2012, by and between the City of Poulsbo, a municipal corporation (hereafter "City"), and Bainbridge Disposal, a Washington corporation (hereafter "Contractor").

1.1.2 Term

The term of this Contract is for five years, starting October 1, 2012 and expiring September 30, 2017. The City reserves the right, at its sole option, to extend the Contract for up to two separate extensions, each of which shall not exceed two years. Any such extension shall be under the original terms and conditions of this Contract as may be amended. To exercise its option to extend this Contract, notice shall be given in writing by the City to the Contractor by December 31st of the year prior to the expiration of the Contract term or the expiration of a previous extension. Extension of contract must be authorized by City Council.

1.3.0 Examination of Service Conditions

The Contractor shall make its own investigation and examination regarding service conditions and the proper method of providing services, to include but not limited to labor, equipment and materials required to meet contract provisions. The Contractor agrees it is satisfied with its own investigation and examination regarding such conditions and that its conclusion to enter into the proposed Contract is based upon such investigation and examination, and that it further shall make no claim against the City because of any estimates, statements or interpretations made by any officer or agent of the City which may prove to be, in any respect, erroneous.

During the said term, Contractor hereby agrees and covenants for the considerations stated herein, to provide recycling services in the City of Poulsbo, including all work incidental thereto, in accordance with the specific terms and for the considerations set forth in the following.

1.4.0 Poulsbo Municipal Code Compliance

Contractor hereby agrees that the performance of duties hereunder shall be consistent with and in accordance with the Poulsbo Municipal Code and any amendments thereto, provided, however, that no additional duties shall be imposed unilaterally upon Contractor by amendments to said code made after the date of this Contract which would materially increase Contractor's costs of doing business without appropriate modifications to the Contractor's approved rates. The City specifically reserves the right to enact general ordinances affecting all businesses in the City of Poulsbo, which may affect the Contractor. The Contractor shall not use a firm name containing the words "City of Poulsbo" or any words implying municipal ownership.

1.5.0 Definitions

Alley - A public or private way giving access to the rear of lots or buildings.

Apartment House - A building or portion thereof containing five (5) or more dwelling units.

City - The City of Poulsbo, Kitsap County, Washington.

Commercial (or Industrial) Customer - Any apartment house or business address generating recyclables on an on-going basis.

Contractor - The one contracting with the City to collect and market recyclable and/or yard waste materials.

County - Kitsap County, Washington.

Curb or Curbside - On the homeowners' property, within (5) feet of the public street or alley without blocking sidewalks, driveways or on-street parking. If extraordinary circumstances preclude such a location, curbside shall be considered a placement suitable to the resident and convenient to the Contractor's equipment and approved by the City.

Hazardous Waste - All dangerous and extremely hazardous waste, including substances composed of both radioactive and hazardous components (RCW 70.105.01 0).

Industrial Waste - Waste generated as a by-product of manufacturing operations usually consisting of large quantities of paper, cardboard, metal, plastics, scrap lumber and dunnage and other materials incidental to and connected with a manufacturing process and not otherwise included in the definitions of "Hazardous" or "Special Wastes" herein as defined.

Mixed Paper - Includes Magazines, junk mail, phone books, bond or ledger grade, cardboard and paperboard packaging. (This does not include tissue paper, paper towels, frozen food containers, milk cartons, or paper packaging combined with plastic wax or foil are not included.)

Multiple-family Unit - A residence containing five (5) or less dwelling units.

Person - Every person, firm, partnership, association, institution or corporation in the City accumulating recyclables. The term shall also mean the occupant and/or the owner of the premises for which service herein mentioned is rendered.

P. E. T. - "Polyethylene Terephthalate," a recyclable plastic that includes beverage bottles (like 2-liter pop bottles), frozen food boil-in-the-bag pouches and microwave food trays.

Plastic - HDPE, LDPE and P.E.T. containers.

Public Works Director - An official of the City holding that office or the designated representative.

Recyclables - Newspaper, uncoated mixed paper, aluminum, glass and metal food and beverage containers and such other materials the City and Contractor determine to be recyclable.

Recycling Bin - A Contractor-provided container suitable for household collection, storage and at curbside of source-separated recyclables.

Recycling Container - A contractor-provided container suitable for on-site collection, storage and set out of co-mingled recyclables at multi-family and commercial locations.

Recycling Coordinator - A coordinator for the City of Poulsbo, Kitsap County, Washington or the designated representative.

Residence - A building, or portion thereof, containing not more than four (4) dwelling units.

Single-Family Unit - A residence containing not more than one (1) dwelling unit.

Source Separation - The separation of different kinds of solid waste at the place where the waste originates (RCW 70.95.024).

Special Waste

a. Chemical waste from a laboratory. (This is limited to discarded containers of laboratory chemicals, lab equipment, lab clothing and debris from lab spills or cleanup and floor sweepings).

b. Articles, equipment and clothing containing or contaminated with polychlorinated biphenyls (PCBs). (Examples are: PCB capacitors or transformers, gloves or aprons from draining operations, empty drums that formerly held PCBs, etc.).

c. "Empty" containers or waste from commercial products or chemicals. (This applies to a portable container which has been emptied, but which may hold residuals of the product or chemical. Examples of containers are: portable tanks, drums, barrels, cans, bags, liners, etc. A container shall be determined "empty" according to the criteria specified at 40 C.F.R. 261.7).

d. Asbestos containing waste from building demolition or cleaning. (This applies to asbestos waste insulation materials such as wallboard, wall spray coverings, pipe insulation, etc.)

e. Commercial products or chemicals, out-dated, off-specification, contaminated or banned. (This includes products voluntarily removed from the market place by a manufacturer or distributor in response to allegations of adverse health effects associated with product use).

f. Residue and debris from cleanup or spills or releases of a single chemical substance or commercial product or a single waste that would otherwise qualify as a miscellaneous special waste.

g. Medical or infectious by-product waste from a medical practitioner, hospital, nursing home, medical testing laboratory, mortuary, taxidermist, veterinarian, veterinary hospital or animal-testing laboratory.

h. Animal waste and parts from Slaughterhouses or rendering plants.

i. Pumpings from septic tanks used exclusively by dwelling units. (Single family homes, duplexes, apartment buildings, hotels or motels).

j. Sludge from a publicly owned sewage treatment plant servicing primarily domestic users (i.e., with no substantial industrial or chemical influent).

k. Grease trap wastes from restaurants or cafeterias not located at industrial facilities.

l. Wash water wastes from commercial car washes (Note: this does not include facilities used for washing the exterior of bulk chemical or waste tank trucks or for washing out the interior of any truck).

m. Wash water wastes from commercial laundries or laundromats.

n. Chemical-containing equipment removed from service. (Example: cathode ray tubes, batteries, florescent light tubes, etc.)

o. Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the process.

p. Closed cartridge filters from dry-cleaning establishments. (Such filters being used to filter used dry-cleaning fluids or solids).

Street - A public or private way used for public travel.

White Goods - Any large household appliance including refrigerators, stoves, dishwashers, water heaters, washers, dryers or other similar appliances.

1.6.0 **Service Area**

1.6.1 Service Area Description

The Poulsbo service area is defined as that area situated within the corporate City limits of the City of Poulsbo, Kitsap County excluding those areas currently served pursuant to an existing WUTC franchise.

1.6.2 Collection Rights

The Contractor has the exclusive right to collect and haul on the City streets all residential and multi-family collected recyclables generated in the City. When asked by the Contractor, the City will use its best efforts to protect this right of the Contractor.

The Contractor shall provide all services pursuant to this Contract throughout the entire City Service Area shown in Attachment I and areas that may be annexed by the City during the term of the contract. WUTC franchise rights for a period up to seven (7) years after annexation may continue before collection rights can be exercised under this contract for these areas.

1.6.3 Licenses, Permits and Taxes

The Contractor shall be responsible for procurement of all applicable permits or licenses required and the payment of all local, state and federal fees and taxes associated with the performance of this Contract.

If the Contractor does not obtain all necessary permits and make payment of applicable fees and taxes in the time prescribed by the City, as determined by the City, the City shall withhold payment to the Contractor until such permits are obtained and fees and taxes are paid.

SECTION 2 COLLECTION SERVICES

Collection services shall include:

Bi-weekly residential and multi-family curbside recycling collection program for a range of materials noted herein through the use of Contractor-owned bins, carts or containers. Single-family and multi-family collection services to be billed by the Contractor to the City.

Subscriber-based yard debris curbside collection program through the use of Contractor owned bins, carts or containers. Subscriber-based yard debris curbside recycling collection services to be billed by the Contractor to the subscriber.

2.1.0 Single Family Residential Recycling Collection Program

The Contractor shall provide a single-family residential recycling collection program to the residential solid waste customers of the City in accordance with the fee schedule set forth herein.

2.1.1 Materials

The Contractor shall provide the collection of the following household separated materials to include but not limited to, newspapers, cardboard, mixed paper, plastics (HOPE, LOPE, P.E.T.), glass, aluminum and other metal food and beverage containers. The Contractor shall also collect other materials that the City and Contractor determine to be recyclable based on a negotiated price between the City and the Contractor for the additional service.

2.1.2 Containers

The Contractor shall provide procurement and distribution of recycling bins/carts/containers to all eligible households in the service area. Bins/carts/containers shall be provided throughout the term of the Contract to all existing and new eligible households and on a replacement basis within seven days to existing households.

All bins/carts/containers used for recyclable collections shall be in a readily identifiable color and shall be distinguished from bins/carts/containers used for either yard debris or other solid waste collection and shall include City-approved prominent identifying labels that provide directions for the preparation of the materials to be placed in the bins/carts/containers.

The plastic materials used in the recycling bins/carts/containers shall be durable, ultra-violet light stabilized and manufactured using recycled plastics where possible.

The Contractor shall be responsible for ordering and assembling, affixing instructional decals, maintaining inventories and distributing and maintaining bins/carts/containers.

The Contractor shall own the bins. At the end of the Contract term, all bins, both distributed and undistributed, shall be and remain the property of the Contractor.

2.1.3 Specific Collection Requirements

Single family residential recyclable collection shall occur on an every-other-week basis on the same day as each household's other solid waste and yard debris are collected. Collections shall be made from residences on a regular schedule on the same day and as close to a consistent time as possible.

The Contractor shall collect in alleys and on streets where no alleys are present in the same location as solid waste collection service is provided. The Contractor's crews shall make collections in an orderly and quiet manner and shall return containers to their set out location in an orderly manner.

No limits shall be placed on set out volumes except in the case where extremely large quantities of commercial materials which have been generated off-site are consistently set out at a single-family residence. In this case, the Contractor shall request the resident to use commercial recycling services and to discontinue setting out excess volumes. If the resident continues to set out commercial quantities of source-separated recyclables, the Contractor shall notify the City in writing for further action.

2.2.0 Multi-family Residential Recycling Collection Program

The Contractor shall provide a multi-family residential recycling collection program to the multifamily residential solid waste customers of the City in accordance with the fee schedule set forth herein.

2.2.1 Materials

The defined list of recyclables collected from multi-family customers shall be the same as those collected from residential customers and listed in paragraph 2.1.1 herein.

2.2.2 Containers

The Contractor shall provide procurement and distribution of bins/carts/containers to all eligible multi-family complexes in the service area. Bins/carts/containers shall be provided throughout the term of the Contract to existing and all new eligible multi-family facilities and on a replacement basis within seven days to existing multi-family facilities.

All bins/carts/containers used for recyclable collections shall be in a readily identifiable color and shall be distinguished from carts used for either yard debris or solid waste collection and shall

include City-approved prominent identifying labels that provide directions for the preparation of the materials to be placed in the bins/carts/containers.

The plastic materials used in the recycling bins/carts/containers shall be durable, ultra-violet light stabilized and manufactured using recycled plastics where possible.

The Contractor shall be responsible for ordering, assembling and affixing instructional decals, maintaining inventories and distributing and maintaining carts.

At larger complexes, the Contractor may use detachable containers for recycling collection provided that they are also distinguished from containers used for other solid waste collection and are equipped with City-approved prominent identifying labels.

The Contractor shall own the bins/carts/containers. At the end of the Contract term, all bins/carts/containers both distributed and undistributed, shall be and remain the property of the Contractor.

2.2.3 Specific Collection Requirements

Multi-family residential recyclable collection shall occur on an every-other-week basis on the same day as each complex's other solid waste and yard debris are collected. Collections shall be made from multi-family complexes residences on a regular schedule on the same day and as close to a consistent time as possible.

The Contractor shall collect in alleys and on streets where no alleys are present in the same location as other solid waste collection service is provided. The Contractor's crews shall make collections in an orderly and quiet manner and shall return containers to their set out location in an orderly manner.

No limits shall be placed on set/out volumes except in the case where extremely large quantities of commercial materials which have been generated off-site are consistently set out at said location. In this case, the Contractor shall request the facility to use commercial recycling services and to discontinue setting out excess volumes. If the facility continues to set out commercial quantities of source-separated recyclables, the Contractor shall notify the City in writing for further action.

2.3.0 Yard Debris Recycling Collection Program (Subscriber-Based Program)

The Contractor shall make available a subscriber-based yard debris collection program to the residential and multi-family customers of the City in accordance with the fee schedule set forth herein.

2.3.1 Materials

Yard debris shall include leaves, grass and clippings of woody as well as fleshy plants. Unflocked Christmas trees are acceptable as yard debris if cut up and bundled. Materials larger than four inches in diameter or four feet in length are excluded.

Contaminated or oversized yard debris materials rejected by the Contractor at the curb shall be tagged with an appropriate problem notice.

2.3.2 Containers

The Contractor shall provide procurement and distribution of carts/containers to all eligible customers in the service area. Carts/containers shall be provided throughout the term of the Contract to existing and all new eligible customers and on a replacement basis within seven days to existing customers.

All carts/containers used for yard debris collections shall be in a readily identifiable color and shall be distinguished from carts/containers used for either recyclables or other solid waste collection and shall include City-approved prominent identifying labels that provide directions for the preparation of the materials to be placed in the cart/containers.

The plastic materials used in the recycling carts/containers shall be durable ultra-violet light stabilized and manufactured using recycled plastics where possible.

At larger complexes, the Contractor may use detachable containers for recycling collection provided that they are also distinguished from containers used for other solid waste collection and are equipped with City-approved prominent identifying labels.

The Contractor shall be responsible for ordering, assembling and affixing instructional decals, maintaining inventories and distributing and maintaining carts/containers.

The Contractor shall own the carts/containers. At the end of the Contract term, all carts/containers both distributed and undistributed, shall be and remain the property of the Contractor. The Contractor shall deliver yard debris carts/containers within seven calendar days of the customer's initial request.

2.3.3 Specific Collection Requirements

Yard debris shall be collected from all single-family residences every-other-week. Yard debris collection shall occur on the same day of the week as other solid waste and residential recycling collection. Collections shall be made from residences on a regular schedule on the same day and as close to a consistent time as possible.

The Contractor shall collect in alleys and on streets where no alleys are present in the same location as other solid waste collection is provided. The Contractor's crews shall make collections in an orderly and quiet manner, and shall return yard debris carts and owner provided containers to their set out location in an orderly manner in an upright position with lids attached.

Multi-family and commercial customers shall be offered regular or on-call yard debris collection services similar to the single-family residential yard debris collection program.

2.4.0 Special Residential Collection Services

Special pick-up services shall be provided, as requested by the City, to those households where there are handicapped or elderly people who cannot move their recycling bins to the curb. Households, which are geographically located so as to make moving containers to the curb an unreasonable physical hardship, must apply to the City for the special collection services and submit documentation to justify their application. Households which qualify for this service will be determined by the City based on submitted documentation. Collection from households with elderly or handicapped persons who have received a waiver from the City shall receive collection services from a location of their convenience as approved by the City and Contractor.

2.5.0 Employee Awareness and Public Education

The Contractor shall provide a formal employee public awareness and education services program to its employees to include:

- a. All personnel in potential contact with customers be knowledgeable about the program and be able to answer questions from the general public;
- b. The distribution of brochures by Contractor concurrent with distribution of containers; and
- c. Promotional meetings.

2.6.0 Pilot Project Collections

The Contractor shall cooperate with the City in the development of special pilot projects and in the performance of additional collection services associated with such projects. The Contractor shall negotiate fairly for a reasonable increase in compensation for the performance of such services.

2.6.1 Solid Waste Transfer Services

The City has an interest in reducing the haul distance and consolidation of loads generated by the City Solid Waste collection program. The Contractor shall cooperate with the City in the allowing City access to the Contractor's Solid Waste Transfer Station and to provide load consolidation and hauling for the City loads. A dedicated container will be provided at the Contractor's Transfer Station to collect loads from City solid waste trucks. All costs for transportation to the County Solid Waste Transfer Station will be the responsibility of the Contractor. The Contractor's Compensation for these services will be in accordance with Section 8.1. The County will bill the City directly for the disposal costs of the loads delivered by the Contractor.

SECTION 3 TRANSPORT, MARKETING and DISPOSAL of RECYCLABLES

3.1.0 Ownership of Materials

Recyclable materials shall pass to the Contractor when the materials are placed at the curbside by the customer for collection by the Contractor.

3.2.0 Loading

Extra care shall be taken in the loading and transportation of recyclables so that none of the material to be collected is left either on private property or on the public right-of-way. All loads collected by the Contractor shall be completely contained in collection vehicles at all times except when material is actually being loaded. Hoppers on all collection vehicles shall be cleared frequently to prevent the occurrence of unnecessary blowing or spillage. The Contractor shall be responsible for the cleaning of all debris, spilled or tracked, on any street, alley, private property or public place by any of its employees or equipment. If the Contractor fails to clean the same within two hours after notice is served by the City or by the customer, the City may cause such streets to be cleaned and charge the costs to the Contractor. The City is authorized to deduct such cost from the payment due the Contractor.

All collection vehicles operated by the Contractor in the City shall carry equipment such as a broom and shovel for the purpose of cleaning up spills.

3.3.0 Customer Cleanup

The Contractor shall notify the City in cases of on-going excessive filling or spillage of waste by customers. The City shall notify said customers and make a reasonable effort to resolve the problem.

3.4.0 Material Transport and Disposal

The Contractor shall transport all collected and reasonably uncontaminated recyclable materials to market. The Contractor shall not under any circumstances be allowed to dispose of reasonably uncontaminated collected recyclable materials by land filling.

3.5.0 Illegal Weights

The Contractor shall not be required to haul detachable containers or drop boxes or any loads which are filled to a weight which exceeds the legal weight limit for the trucks provided by the Contractor. The Contractor may, at its option, request the customer to remove the excess weight or, if the customer refuses, the Contractor may remove the excess weight and charge the cost of removal to the customer. In the event a customer refuses to remove the excess weight or protests the Contractor's actions, the Contractor shall notify the City immediately and the City will attempt to negotiate a reasonable solution to the disagreement.

3.6.0 Safeguarding Public and Private

The Contractor shall be obligated to protect all public and private utilities whether located on public or private property. If such utilities are damaged by reason of the Contractor's operations, the Contractor shall repair or replace same, or failing to do so promptly as determined by the City, the City shall cause repairs or replacement to be made and the cost of doing so shall be billed to the Contractor, or alternatively the City may deduct such costs from the payment due to the contractor.

3.7.0 Local Improvements

The City reserves the right to construct any improvements or to permit any such construction in any street or alley in such manner as the authorities may direct, which may have the effect of preventing the Contractor from traveling the accustomed route or routes for collection. The Contractor shall, however, by whatever method elected and approved by the City, continue to collect the recyclables as though no interference existed upon the streets or alleys formerly traversed. This shall be done without extra cost to the City.

3.8.0 Marketing

The Contractor shall be responsible for the marketing and sale of recyclable materials collected from residential households, multi-family units and commercial establishments and shall receive all applicable proceeds or expenses from there.

3.9.0 Materials Where No Market Exists

The Contractor shall notify the City in writing prior to filling land of any materials collected. The Contractor shall provide the City with actual weights of material sent to the landfill on a monthly basis.

SECTION 4 COLLECTION SCHEDULE

4.1.0 Residential Collection Schedule

Regular curbside recyclable collections from residential dwellings (single family and multi-family) and residentially billed mobile home parks to be picked up bi-weekly. The Contractor is required to collect recyclables following the City routes and schedules. The Contractor may, at its discretion, modify route collection sequencing within the daily collection schedule but in no case schedule collections on other than the scheduled days. The City will make route maps available to the Contractor as required. Future route changes proposed by the City will be forwarded to the Contractor and allow a 15-day comment period by the Contractor. In the absence of comment or by mutual agreement, the changes will take effect as scheduled by the City after the comment period. Collection may begin no earlier than 6 a.m. and terminate no later than 7 p.m., Monday through Friday, unless the City authorizes a temporary extension of hours.

4.2.0 Multi-family Collection Schedule

Regular recyclable collections from multi-family units, condominiums and apartment houses to be picked up as required by volume but shall not exceed one pickup bi-weekly. In those areas where the above establishments are within three hundred (300) feet of a residential zone, no collection shall be made earlier than 6 a.m. and terminate no later than 7 p.m. For any other unforeseen changes in the collection schedule, the Contractor will attempt to notify customers by mail of the revised collection schedule so that notification will arrive at least three (3) days in advance of normal pick-up, or if that is not possible, by newspaper, television, can tags, door hangers or any combination thereof.

4.3.0 Holidays

The Contractor will follow the Holiday schedule that is observed by the City of Pousbo Solid Waste Division. The City Solid Waste Division picks up on all Holidays falling on Monday through Friday.

4.4.0 Inclement Weather and Special Make-up Collections

When weather conditions are such that continued operation would result in danger to the Contractor's staff, area residents or property, the Contractor shall collect only in areas that do not pose a danger. The Contractor shall notify the City on the same business day of the areas not served.

The Contractor shall collect recyclables and yard debris from customers with interrupted service on their next regular collection day. When service is resumed, the Contractor shall collect reasonable accumulated volumes of materials equal to what would have been collected on the missed collection day from customers at no extra charge.

All holiday and weather policies shall be included in written program information provided to customers. On each inclement weather day, the Contractor shall release notices to the local newspapers and radio stations notifying residents of the modification to the collection schedule.

4.5.0 Missed Collections

The failure of the Contractor to collect recyclables or yard debris that has been set out by a customer in the proper manner shall be considered a missed pick-up and the Contractor shall collect the materials from the customer within twenty-four hours of the Contractor's receipt of notification of the missed pick-up. If the Contractor is notified of a missed pick-up by 9 a.m. the following business day, the missed pick-up shall be collected that same day, provided that the Contractor may ask customers contacted on weekends whether Monday collection would be acceptable, at the customer's option. The Contractor shall maintain a written record of all calls, e-mails or other notifications related to missed pick-ups and the response provided by the Contractor. Such records shall be made available for inspection upon request by the City and shall be included in monthly reports to the City.

In the event the Contractor fails to collect the missed pick-up within twenty-four hours of receipt of notice, the City may cause the materials to be collected and transported. The Contractor shall reimburse the City for all costs so incurred by the City. If the Contractor is requested by the customer to make a return trip due to no fault of the Contractor, the Contractor will be permitted to charge the customer an additional fee for this *service*, providing the Contractor notifies the customer in writing of this charge in advance. If recyclables or yard debris are set out inappropriately, improperly prepared or contaminated with unacceptable materials, the Contractor shall place in a prominent location a notification tag or form that identifies the specific problem(s) and reason for rejecting the materials for collection. Failure to provide proper notification to customers of the reason for rejecting materials for collection shall be considered a missed collection and/or subject to liquidated damages due to lack of proper customer notification.

4.6.0 Suspended Collection From Problem Customers

The City and Contractor acknowledge that, from time to time, some customers may cause disruptions or conflicts that make continued service to that customer unreasonable. Those disruptions or conflicts may include, but not be limited to, repeated damage to Contractor-owned containers, repeated suspect claims of timely set-out followed by demands for return collection at no charge, repeated claims of Contractor damage to a customer's property or other such problems.

The Contractor shall make every reasonable effort to provide service to those problem customers. However, the Contractor may deny or discontinue service to a problem customer if reasonable efforts to accommodate the customer and to provide services fail. In this case, the Contractor shall provide advance written notification to the City of its intention to discontinue service and a detailed account of reasons for discontinuance of service and actions taken to accommodate the customer and provide service. The City may, at its discretion, intervene in the dispute. In this event, the decision of the City shall be final. The City may also require the denial or discontinuance of service to any customer who is abusing the service or is determined to be ineligible.

If a customer that has set out materials for collection and used the Contractor's services refuses to payor *is* unable to pay for services received, the Contractor shall work with the customer to reschedule payments to the customer's and Contractor's mutual satisfaction. The Contractor shall be allowed legal recourse, including debt collection services, to collect funds due for services provided. The Contractor shall notify the City in writing of any actions due to nonpayment by customers.

SECTION 5 EQUIPMENT AND FACILITIES

5.1.0 **Vehicles & Equipment**

5.1.1 Ownership of Equipment

All vehicles, facilities, equipment and property to be used in the performance of this Contract shall be provided and wholly owned by the Contractor, provided, that leasing or rental agreements may be allowed when approved prior to their execution by the City Public Works Superintendent.

All collection vehicles regularly used by the Contractor during the term of this Contract shall be less than ten years old and shall have been used for fewer than 250,000 miles. Should any such vehicles exceed these limits, and yet in the Contractor's opinion still be in safe working order, the Contractor may request and must receive written approval from the City to continue operating the subject vehicle. Back-up vehicles shall not be subject to the age and mileage limits that apply to regularly-used vehicles but shall be presentable, in safe working order, not used in the performance of this Contract more than 30 days each year and shall be subject to all other conditions of this section.

All collection equipment shall have appropriate safety markings, including all highway lighting, flashing and warning lights, clearance lights, and warning flags, all in accordance with current

statutes, rules and regulations. Equipment shall be maintained in good condition at all times. The Contractor shall be specifically required to maintain collection vehicles to ensure that no liquid wastes (e.g. leachate) or oils (e.g. lubricating, hydraulic and fuel) are discharged to customer premises, private roads, private drives, public streets or City property. All collection vehicles shall be equipped with a broom or other equipment necessary to clean-up small spills from the vehicle. Any equipment not meeting these standards shall not be used within the City until repairs are made.

5.1.2 Cleaning and Painting of Vehicles and Equipment

Collection vehicles shall be painted and numbered and shall have the Contractor's name, telephone number and the number of the vehicle painted or affixed by decals in letters of contrasting color, at least four (4) inches high, on each side of the vehicle, and the number painted or affixed by decals on the rear. No advertising shall be permitted other than the name of the Contractor except promotional advertisement of the recycling program. Vehicles used in the performance of this Contract shall be maintained in a clean and sanitary manner, and shall be thoroughly cleaned and washed at least once each week. All vehicles, including transportation-only vehicles, shall be kept in good repair without visible body or paint damage or deterioration. The Contractor shall correct any deficiency within thirty (30) days of written notice from the City.

5.1.3 Cleaning, Painting and Location of Container

All detachable containers furnished by the Contractor shall be painted and display the Contractor's name and telephone number and shall be kept in a clean and sanitary condition. A mutually agreeable location for containers shall be determined by customer and Contractor, except that the City may designate such location at the time of site development approval. The Contractor shall return containers to such locations.

5.2.0 Contractor's Office

The Contractor shall be required to maintain an office at a location agreed upon by the Contractor and the City. The office shall be equipped with telephones, radios and such personnel as may be necessary to take care of complaints, orders for special service or to receive instruction. This office shall be staffed during the normal working hours of the City unless otherwise scheduled and approved by the City due to special circumstances. Voice mail, recorders or other unstaffed communication devices or systems are not permitted except outside the scheduled working hours. Responsible management or supervisory personnel shall be accessible at or through the office to ensure contractual performance.

SECTION 6 EMPLOYEES

All employees shall be competent and skilled in the performance of the work to which they may be assigned. Failure or delay in the performance of the Contract due to the Contractor's inability to obtain employees of the number and skill required shall constitute a default of the Contract. Whenever the Contractor's designated representative is not available, pick-up orders may be given by the City Public Works Director or his designee to the Contractor's representative, as indicated by the Contractor. The Contractor will provide the names and home telephone numbers of three individuals who may be contacted in the Contractor's representative's

absence. The Contractor shall require all employees to be courteous at all times and not to use loud or profane language and to do their work as quietly as possible. Employees, in collecting recyclables, shall follow the regular walks for pedestrians while on private property, returning to the street or alley after replacing the empty containers. Employees shall not trespass or loiter, cross property to adjoining premises, or meddle with property, which does not concern them. The employees shall also tightly close all gates opened by them. All employees shall wear clean apparel. *If* any person employed to perform collection work by the Contractor is, in the opinion of said City, incompetent, disorderly or otherwise unsatisfactory, the City will document the unsatisfactory conduct in writing and transmit same to the Contractor within six (6) working days of the incident with a demand that such unsatisfactory action be corrected. If the unsatisfactory action is repeated, the City may demand that the person be removed for all performance of additional work under this Contract. Any such demand must be made in writing within six (6) working days of the misconduct on which it is based.

SECTION 7 RECORDS AND REPORTING REQUIREMENTS

Contractor agrees and covenants to keep accurate and complete records to verify charges to the City and sufficient information to verify contract compliance. The Contractor will allow the City, or its authorized representative or agent, reasonable and adequate access to any and all of said records, data, and/or accounts. The Contractor shall furnish the City, upon its request, accurate copies or duplicates or other records without charge. The Contractor shall provide quarterly and annual reports to the City as follows:

7.1.0 Quarterly Reports

On a quarterly basis, by the last day of each quarter month, the Contractor shall provide a report containing the following information for the previous quarter:

- a. The number of customers at each service level, for each collection sector;
- b. A compilation of the total recyclable and yard debris quantities collected for each collection sector;
- c. Any changes in yard debris processing procedures or tipping fees;
- d. A description of any vehicle accidents or infractions;
- e. A description of commercial waste monitoring activities; and
- f. A description of promotion efforts and responses.

7.2.0 Annual Reports

On an annual basis, by the last working day of January, the Contractor shall provide to the City a report containing the following information:

- a. A consolidated summary and tabulation of the monthly reports, described above;
- b. A discussion of highlights and other noteworthy experiences, along with measures taken to resolve problems, increase efficiency and increase participation in yard debris and source-separated recyclable collection programs;
- c. A discussion of promotion and education efforts and accomplishments; and
- d. An inventory of current collection and other major equipment.

7.3.0 Ad Hoc Reports

The City may request from the Contractor up to six ad-hoc reports each year, at no additional cost to the City. These reports may include customer service data base tabulations to identify specific service level or participation patterns or other similar information. These reports shall not require the Contractor to expend more than 40 staff hours per year to complete. If requested by the City, the Contractor shall provide daily route information for all service sectors and collection streams for the purpose of evaluating potential collection system changes during the term of the Contract. If the Contractor considers that information sensitive, such information will be clearly labeled "proprietary" and used for only internal evaluation purposes and not disclosed to third parties without the written permission of the Contractor, except that information received by the City shall be subject to existing laws and regulations regarding disclosure, including the *Public Disclosure Act*.

SECTION 8 COMPENSATION

8.1.0 Compensation for Services

For and in consideration of the services to be performed by Contractor pursuant to this Contract, City agrees to make payments to Contractor as shown in Attachment II.

8.1.1 Residential and Multi-family Curbside Recycling Services (Mandatory collections)

City shall the pay the Contract or on a per unit basis for providing residential and multi-family curbside recycling services as set forth in herein. Within ten (10) working days after the first of the month, Contractor shall submit itemized invoices to the City of Poulsbo for services rendered, for prior month's services. Invoices shall contain an accounting of the services provided clearly showing the recyclables collected in Poulsbo.

After submittal of such invoices by the 10th working day of the month, the City shall, on or about the 10th day of the following month, deliver to the Contractor payments of an amount equal to such invoices, adjustments and/or claims, less any sums that have been deducted as provided in this Contract.

8.1.2 CPI Adjustment

The rates and charges for curbside recycling collection shall be amended annually in October of each year. The rates shall be increased or decreased at the rate of 80% of the percentage point change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma-Bremerton Metropolitan area, as prepared by the United States Department of Labor, Bureau of Labor Statistics for the twelve months of the previous calendar year. This clause will become effective on October 1, 2013 and every October thereafter during the life of this Contract. The Contractor will further provide written notice to the City of any request for an adjustment of its rates and charges allowed under this Contract six months prior to the effective date of the requested adjustment.

If the City lacks sufficient funds in its other solid waste and recycling revenue account necessary to compensate the Contractor for a requested and approved adjustment to rates and

charges and if the City is, for any reason beyond its control, unable to generate funds not previously committed in its budget necessary to compensate the Contractor, the City shall notify the Contractor immediately following said six-month notice and the Contractor shall have ninety (90) days following such notice to terminate any or all of this Contract; provided, however, that if such a situation occurs, the parties may negotiate in good faith to amend this Contract in any manner to address the funding deficiency.

Future requests for rate increases may be made not more frequently than once per year and shall be considered by the City Council based on increased costs incurred by the Contractor. All rate increases shall be subject to approval by the City Council.

8.1.3 Subscriber-Based Programs - Yard Debris Collections

The Contractor shall be responsible for direct billing all subscriber-based collection services provided under this Contract. All subscriber-based customers shall be billed at least quarterly. Billing and accounting costs associated with customer invoicing shall be borne by the Contractor and shall be included in the service fees for the type and frequency as set forth herein. The rates and charges for curbside recycling collection shall be amended annually in October of each year. The rates shall be increased or decreased at the rate of 80% of the percentage point change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma Metropolitan area, as prepared by the United States Department of Labor, Bureau of Labor Statistics for the twelve months of the previous calendar year. This clause will become effective on October 1, 2013 and every October thereafter during the life of this Contract.

8.1.4 Solid Waste Transfer Station Services

The Contractor shall be responsible for direct billing all Solid Waste Transfer Station services provided under this Contract. The rates and charges for Solid Waste Transfer Station services shall be amended annually in October of each year. The rates shall be increased or decreased at the rate of 80% of the percentage point change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the Seattle-Tacoma Metropolitan area, as prepared by the United States Department of Labor, Bureau of Labor Statistics for the twelve months of the previous calendar year. This clause will become effective on October 1, 2013 and every October thereafter during the life of this Contract.

SECTION 9 LIQUIDATED DAMAGES FOR CERTAIN TYPES OF BREACH OF SERVICES

Because a breach of the services provided for within the Contract would cause serious and substantial damage to the City and its residents and the nature of the Contract would render it impractical or extremely difficult to fix the actual damage sustained by the City by such breach, the Contractor shall agree that, in case of breach of service, the City may elect to collect liquidated damages for each such breach and the Contractor will pay to the City as liquidated damages and not as a penalty the amounts set forth below, such sums being agreed as the amount which the City will be damaged by breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies the City may have as to any subsequent breach of service under this Contract.

9.1.0 Liquidated Damages

Repetition of complaints on a route after notification including, but not limited to, failure to collect, not replacing recyclable bins or detachable containers in designated locations, spilling, not closing gates, crossing planted areas, or similar violations.

- \$25.00 each not to exceed 30 complaints per truck per day.

Commencement of residential collection prior to 6 am or terminating this after 7 pm. Also applies in other areas within 300 feet of a residential section.

- \$100.00 per incident (each truck on route is a separate incident).

Failure to collect spillage consistent with the provisions.

- \$25.00 per incident of this Contract.

Failure to collect within twenty-four (24) hours of notification of a missed collection of an entire block segment of 1-4 unit residences. (This excludes collection days prevented by snow and ice, holiday rescheduling and construction.)

- \$150 per block segment.

Failure to deliver recyclable material containers within seven (7) business days of notice.'

- \$10.00 per container, per day.

Failure to clean or replace detachable containers within seven (7) business days of notification by City.

- \$25.00 per container, per day.

Land filling uncontaminated recyclables without prior written notification to the City.

- \$300.00 per ton with no maximum; minimum of \$300.00 per incident.

Fines may be levied if documented in an incident report presented by the City to the Contractor. The City reserves the right to make periodic, unscheduled inspection visits to determine the Contractor's compliance with the Contract terms. For multiple or continuous violations not falling within the previous sections, the City may assess a fine of up to \$1,000.00 per day or per individual incident. Any fine may be appealed by the Contractor to the City Council, whose decision in the matter will be final. Such liquidated damages as the City shall elect to collect shall be deducted from the next monthly payment made to the Contractor.

SECTION 10 DISPUTE RESOLUTION

To prevent all disputes or litigation, it is understood that all questions arising as to the proper performance and the amount of work to be paid for under this Contract shall be subject to the decision of the City Council or its designee. Any disputes not resolved by the City Council shall

be resolved under the commercial arbitration rules of the American Arbitration Association (AAA).

SECTION 11 NOTICES

All notices required or contemplated by this Contract shall be personally served or mailed (postage pre-paid and return receipt requested), addressed to the parties as follows:

To City:

City of Poulsbo
Department of Public Works
Attn: Public Works Director
200 N.E. Moe Street
Poulsbo, Washington 98370

To Contractor:

Bainbridge Disposal, Inc.
P.O. Box 10699
Bainbridge Island, WA 98110

Or to such other address as the parties may designate in writing.

SECTION 12 LIABILITY INSURANCE

The Contractor shall provide and maintain in full force and effect during the entire term of the Contract or any renewal thereof, a policy of Broad Form Comprehensive General Liability Insurance naming the City, its officers, elected officials, employees and volunteers as additional insured's providing for limits of not less than one million dollars (\$1,000,000) per occurrence with two million dollars (\$2,000,000) general aggregate and a two million dollar (\$2,000,000) products-completed operations aggregate limit. The Broad Form Comprehensive General Liability Insurance shall be on an occurrence form or basis. The Contractor shall provide and maintain in full force and effect during the entire term of the Contract or any renewal thereof a policy of Commercial Auto Liability naming the City, its officers, elected officials, employees and volunteers as additional insured's providing a minimum combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) per accident. For both the Broad Form Comprehensive General Liability and the Commercial Auto Liability policies, an original Certificates of Insurance and an original Additional Insured Endorsement naming the City, et al, as stated above, shall be filed with the City Clerk before commencement of work and shall provide for forty-five (45) days prior written notice to the City of any material change, cancellations or lapse of such policy. A cancellation of Contractor's insurance without replacement, resulting in an uninsured period, is considered a material breach of Contract.

SECTION 13 INDEMNIFICATION

The Contractor shall further indemnify and hold harmless the City, its officers, elected officials, employees and volunteers, from and against any and all loss, damage, actions, claims, suits, judgments and liability in connection with loss of life, personal injury and/or damage to property arising from or out of any negligent occurrence, conduct or operation of or by Contractor in regards to this Contract. Contractor shall also pay all reasonable costs, expenses and attorney

fees that may be incurred or paid by the City, its officers, elected officials, employees, and volunteers in enforcing any and all terms and covenants of the Contract out of any actions caused directly by the Contractor or any of its employees or agents.

SECTION 14 PERFORMANCE BOND

Before the Contract between the Contractor and the City shall be valid or binding against the City, the Contractor shall furnish to the City a proper performance bond to be approved by the City, conditioned that the Contractor shall faithfully perform all the provisions and terms of the Contract and related documents and pay all laborers, mechanics and subcontractors, and all persons who shall supply such Contractor with provisions and supplies for the carrying on of such work. The bond shall be signed by the Contractor and the Surety Company. Said bond shall at all times be kept in full force and effect during the term of the Contract and any renewal and extension thereof and shall be in the amount of one hundred thousand (\$100,000) dollars.

SECTION 15 TERMINATION

15.1.0 Breach or Default

The City reserves the right to cancel or terminate this Contract at any time in case Contractor fails or neglects to perform or adhere to any provisions, terms or regulations of this Contract or fails to abide by any of the conditions or covenants herein contained. Time is of the essence in the performance of this Contract. If this Contract results in litigation between the parties, the prevailing party shall be entitled to judgment for court costs and reasonable attorney fees.

15.2.0 Waiver

A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 16 NON-ASSIGNABILITY OF CONTRACT

The Contract or any interest therein or part thereof, shall not be assigned, whether by operation of law or otherwise, nor shall any part thereof be subcontracted, without the written prior consent of the City first having been obtained. Provided the Contractor shall have no involvement in the administration of the arbitration.

SECTION 17 LAW TO GOVERN

This Contract is entered into and is to be performed in the State of Washington. City and Contractor agree that the law of the State of Washington shall govern the rights, obligation, duties and liabilities of the parties of this Contract and shall govern the interpretation of this Contract.

SECTION 18 AMENDMENTS

Except as specified above, this Contract may be modified or amended only by a written Contract duly executed hereto by authorized representatives of the Contractor and the City.

18.1.0 Contract Negotiations

The City shall retain the right to renegotiate the Contract or negotiate Contract amendments based on policy changes, state statutory changes or rule changes in county, state or federal regulations regarding issues which materially modify the terms and conditions of the Contract. Either the City or the Contractor may request renegotiation of the Contract at any time after the first year but no more frequently than once per year, based upon the volatility of recycle commodity market prices or changes in the quantity of recyclables collected that materially affect the net cost of the recycling collection program. In addition, the Contractor agrees to negotiate fairly with the City in the event the City wishes to add additional services to the Contract.

SECTION 19 ENTIRETY

This Contract and the exhibits attached hereto contain the entire Contract between the parties as to the matters contained herein. Any oral representation or modifications concerning this Contract shall be of no-force or effect.

SECTION 20 SEVERABILITY

Any provision or part thereof of this Contract held to be unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Contract shall be reformed to replace such stricken provisions, or part thereof, with a valid and enforceable provision, which comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS THEREOF, the parties have executed this Contract as of the day and year set forth above.

CONTRACTOR

By Matthew K. Cronin

Date 9-27-12

Title President

CITY OF POULSBO

By Dylan Eini

Date 9/21/12

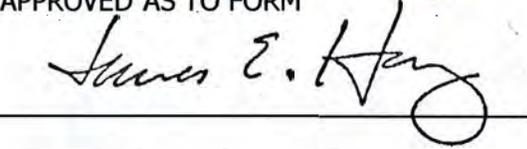
Title Mayor

ATTEST:



City Clerk

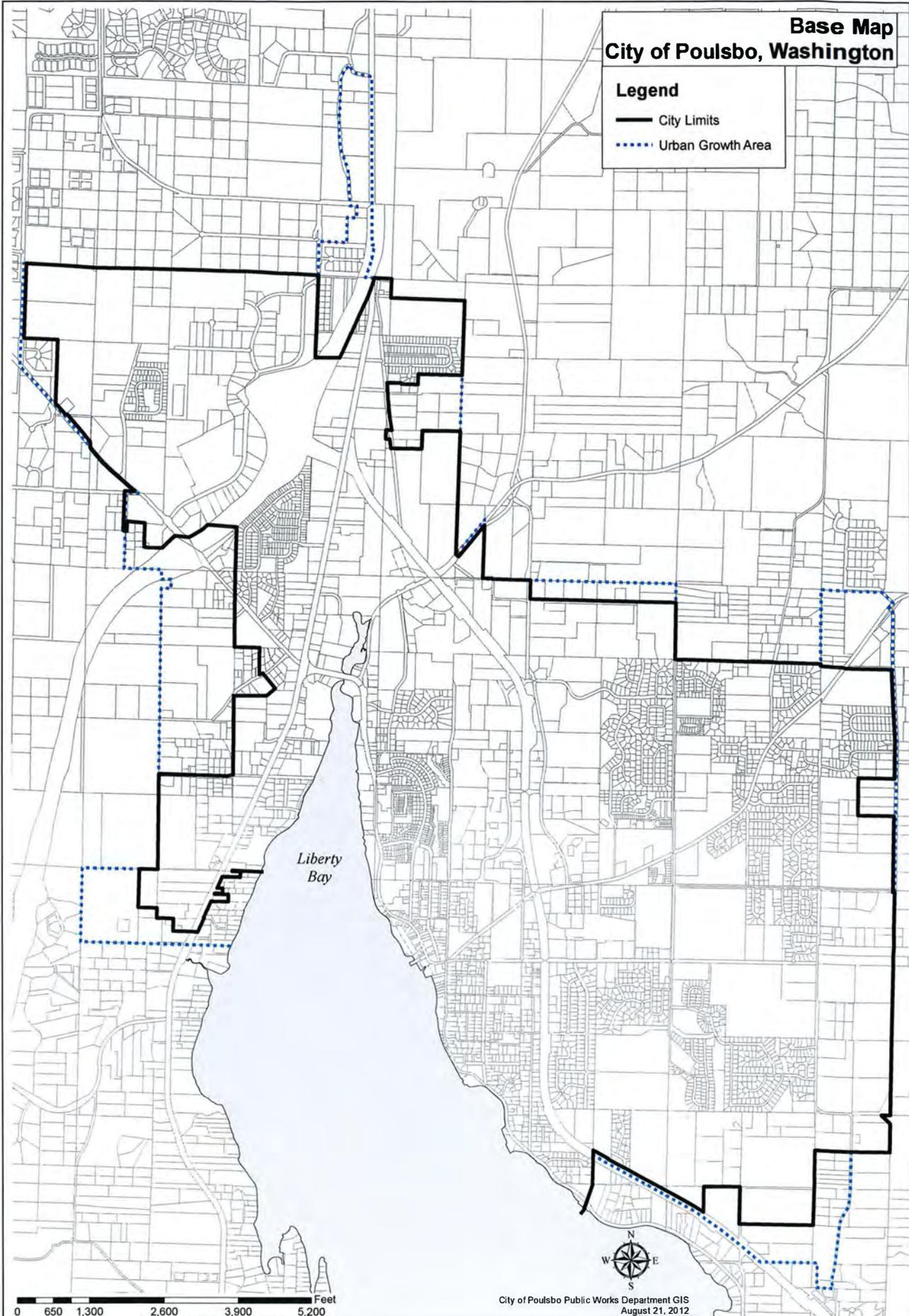
APPROVED AS TO FORM



Base Map City of Poulsbo, Washington

Legend

- City Limits
- Urban Growth Area



0 650 1,300 2,600 3,900 5,200 Feet

City of Poulsbo Public Works Department GIS
August 21, 2012

Base Map Primary Map Sources and Original Scales:
Kitsap County Assessor's Tax Maps 1:12,000 (Kitsap County IT, GIS Division)
* Note: City limits amended May 2011 by annexation. Urban Growth Area adopted 2001.

This base map is intended for general purpose reference. Maps are schematic representations of physical features, infrastructure and land ownership boundaries. The map information was derived from available public records and existing sources, not from surveys. Studies may be necessary with project review to verify information.

TABLE OF COMPENSATION FOR SERVICES

Residential Curbside Recycling Services	\$2.97 per Residential / unit / month
Multi-family Curbside Recycling Services	\$2.00 per Multi-family / unit / month
Subscriber-Based Programs - Yard Debris Collections	\$8.24 per Residential / unit / month
Solid Waste Transfer Station Services (includes loading consolidation and disposal costs)	As agreed between the two parties.

ATTACHMENT II

EXHIBIT C

Unfortunately we don't have a good way to show tonnage as we don't weigh trash, we only charge by container size. You should also be able to see a slight increase in the Kitsap County quarterly reports provided as it lists by month as well.

2015 Viking Fest (May)

- 4-YD = 6 extra dumps
- 6-YD = 1 extra dump
- 8-YD = 4 extra dumps

2015 3rd of July

- 4-YD = 4 extra dumps

Bainbridge Disposal is also contracted by different organizations to provide roll off containers. I don't have information about their tonnage. A lot of the downtown businesses end up with extra garbage charges that could probably be attributed to the holidays.

Form 2

UNIT PRICE BY SERVICE

This information can be reproduced in another format. It is not required to duplicate this form.

Biweekly = every other week

RESIDENTIAL GARBAGE (SINGLE FAMILY)

Size/Gallon	Frequency	Cost	Frequency	Cost
10	1 week		biweekly	
20	1 week		biweekly	
32	1 week		biweekly	
64	1 week		biweekly	
96	1 week		biweekly	

RECYCLING (SINGLE FAMILY/MULTI-FAMILY)

Size/Gallon	Frequency	Cost	Frequency	Cost
64	1 week		biweekly	

YARD WASTE

Size/Gallon	Frequency	Cost	Frequency	Cost
96	1 week		biweekly	

MULTI-FAMILY/COMMERICAL GARBAGE

Size	5 days/wk	4 days/wk	3 days/wk	2 days/wk	1 days/wk	EOW
2-YD						
4-YD						
6-YD						
8-YD						
Compactors						
10-YD						
20-YD						
30-YD						
40-YD						

Form 2 – Page 2
UNIT PRICE BY SERVICE

CONSTRUCTION DEBRIS SERVICES/TEMPORARY DUMPSTERS (as needed basis)

Size	Drop Fee	Dump Fee
2-YD		
4-YD		
6-YD		
8-YD		
10-YD		
20-YD		
30-YD		
40-YD		

EXHIBIT E

Solid Waste:

						Mileage	Hours	NOTES
SW-1	46992D	Staff	1CYCGK4839T049031	2009	CCC Front Loader	126,051	10,323	
SW-3	53358D	Staff	1CYCCL581ET051130	2014	Crane GBG	31,202	2,918	
SW-6	25296D	Staff	1CYCCB484XT043912	1999	CCC Front Load	250,000	19,378	Not Accurate-Estimates
SW-7	39545D	Staff	1XPZH78X75D708086	1995	Peterbilt (w/arm)	99,899	5,703	Used - Possibly Accurate
SW-8	28771D	Staff	1CYCCM481YT044688	2000	CCC Front Loader	250,000	19,378	ECM Hours-Estimates

EXHIBIT F

SIZE	NAME	ADDRESS	STREET	DAY
4-YD	COFFEE OASIS	780	IVERSON Street	M (every other)
6-YD	PLAZA 305 (Lower)	19045	STATE HWY #305	M/F
4-YD	PLAZA 305 (Lower)	19045	STATE HWY #305	M/F
6-YD	DAIRY QUEEN	18934	8TH Avenue N.E.	M/F
4-YD	VIKING COMMUNITY BANK	18960	STATE HWY #305	M/TH
2-YD	Herald Building (JIGS LLC)	18887	STATE HWY #305	M
2-YD	EL SABOR CASERO	18791	STATE HWY #305	M/TH
2-YD	MARINA MARKET	18882	FRONT Street N.E.	M (every other)
4-YD	SLUYS (Casa Luna, Magnolia, Boehms, Blue Heron etc. Shared 4-yd) AKA 5 Swans	8830 / 1886	FRONT Street N.E.	M/TH
8-YD	Joe Mentor JJ's CHOWDER HOUSE	18881	FRONT Street N.E.	M/W/TH/F
2-YD	WOODFIRED PIZZA / VERKSTED GALLERY	18937	FRONT Street N.E.	M/TH
2-YD	MENTOR COMPANY	18971	FRONT Street N.E.	M
2-YD	SONS OF NORWAY (lower lot)	18991	FRONT Street N.E.	M/TH
2-YD	SONS OF NORWAY (upper lot)	18891	FRONT Street N.E.	M/TH
4-YD	PORT OF POULSBO (Guest Marina)	18809	FRONT Street N.E.	M/F
4-YD	THE LOFT-BRASS KRAKEN (John Xenos)	18779	FRONT Street N.E.	M/T/W/ TH/F
2-YD	THE LOFT-BRASS KRAKEN (John Xenos)	18779	FRONT Street N.E.	M/T/W/ TH/F

4-YD	SLIPPERY PIG BREWERY (Cleveland)	18801	FRONT Street N.E.	M
2-YD	MARINE SCIENCE CENTER	18743	FRONT Street N.E.	M (every other)
4-YD	PORT OF POULSBO	18721	FRONT Street N.E.	M/F
2-YD	MASONIC LODGE BUILDING	18800	FRONT Street N.E.	M
2-YD	18 FRONT STREET (LLC) Green Light Diner	18820	3rd AVE (FRONT Street N.E.)	M/TH
2-YD	FISHLINE	18916	3rd Ave	M (every other)
4-YD	SLUYS BAKERY (Sluys, Marion)	18924	3rd AVE (FRONT Street N.E.)	M
4-YD	USED CLOTHING/Sluy's Holdings	18940	3rd AVE (FRONT Street N.E.)	M
2-YD (shared)	SLUYS (shared with 261 Moe Street Acct. 01374-01)	18963	3RD Avenue N.E.	M (every other)
2-YD	BILL AUSTIN	18990	FRONT Street N.E.	M (every other)
2-YD	FAT APPLE BAKERY	18996	FRONT Street N.E.	M
2-YD	BURRATA BISTRO	19006	FRONT Street N.E.	M/TH
2-YD	POST OFFICE	19240	JENSEN Way N.E.	M/W/F
2-YD	MARTHA & MARY CHILD CARE	250	SUNSET Street N.E.	M/W/F
2-YD	EBENEZER	370	IVERSON Street	M
4-YD	GROUP HEALTH (Markham Investments)	19379	7TH Avenue N.E.	M/W/F
4-YD	DOCTORS CLINIC (Markham Investments)	19245	7TH Avenue N.E.	M/W/F

6-YD	EL HUARACHE	19424	7TH Avenue N.E.	M/F
2-YD	COAST/COAST/DAHLQUIST/VET	19424	7TH Avenue N.E.	M/W/F
4-YD	76-Gas Station (Poulsbo Village '76)	19560	7TH Avenue N.E.	M (every other)
4-YD	TACO BELL	19610	7TH Avenue N.E.	M/W/F
4-YD	BURGER KING	19655	7TH Avenue N.E.	M/W/F
4-YD	TAPROCK	760	LIBERTY Road N.E.	M/F
6-YD	DOMINOS	19417	7TH Avenue N.E.	M/F
6-YD	STARBUCKS (Village Dumpster)	19417	7TH Avenue N.E.	M/F
2-YD	PHO TAI	19367	7TH Avenue N.E.	M
(1) 4-YD	POULSBO INN (by the Laundry)	18680	STATE HWY #305	M/W/F
(1) 4-YD	POULSBO INN (by Windermere)	18680	STATE HWY #305	M/F
4-YD	SKELLEY	17088	STATE HWY #305	M (every other)
(3) 2-YD	LIBERTY BAY MARINA (Suite #A)	17771	FJORD Drive N.E.	M/F
6-YD	POULSBO YACHT CLUB	18129	FJORD Drive N.E.	M
4-YD	CVS PHARMACY	18820	STATE HWY #305	M/T/W/ TH/F
8-YD	POULSBO JUNIOR HIGH SCHOOL	2003	HOSTMARK Street	M
4-YD	POULSBO JUNIOR HIGH SCHOOL	2003	HOSTMARK Street	M (every other)

8-YD	POULSBO ELEMENTARY School	18531	NOLL Road N.E.	M/W
(2) 8-YD	SAFEWAY	19245	10th Ave NE	M/W/F
4-YD	SAFEWAY GAS STATION	910	LINCOLN	M
4-YD	CURRENT DEVELOPMENT	19302	POWDER HILL Place N.E.	M
2-YD	PALADIN - Upper	19362	POWDER HILL Place N.E.	M
4-YD	MASTERWORKS	19462	POWDER HILL Place N.E.	M
4-YD	M2 ASSOCIATES	19472	POWDER HILL Place N.E.	M
2-YD	BREMER CONSOLIDATED TRUST	19255	POWDER HILL Place N.E.	M (every other)
2-YD	FIRE DEPARTMENT	911	LIBERTY Road N.E.	M
6-YD	LBG BAINBRIDGE LLC	19723	10TH Avenue N.E.	M/TH
2-YD	SCHUCKS AUTO SUPPLY	19879	10TH Avenue N.E.	M
6-YD	CENTRAL PLAZA (includes Kachai Thai)	19980	10TH Avenue N.E.	M
4-YD	PARKWOOD/BROCKS	1016	FOREST ROCK LN	M/TH
6-YD	NK BAPTIST CHURCH	20516	LITTLE VALLEY ROAD	M (every other)
6-YD	PACIFIC MEDICAL BLDG (Pacific Surg & Eye Center)	20669	BOND Road N.E.	M/W/F
2-YD	PROGUARD SELF STORAGE	20554	LITTLE VALLEY ROAD	M (every other)
2-YD	BONDWOOD APARTMENTS	20602	BOND Road N.E.	M (every other)

2-YD	FOURTH AVE TOWNHOUSES	19895	4TH Avenue N.E.	M
(3) 4-YD	VIKING CREST	20145	VIKINGS CREST N.E.	M/F
6-YD	MCDONALDS	20533	VIKING Avenue N.W.	M/F
4-YD	LIBERTY SHORES	19360	VIKING Avenue N.W.	M/W/F
2-YD	LIBERTY SHORES	19360	VIKING Avenue N.W.	M/W/F
6-YD	STARBUCKS (Olhava)	21215	OLHAVA WAY	M/W/F
6-YD	WENDY'S	21225	OLHAVA WAY	M/F
4-YD	TASTE - ZHANG INVESTMENTS	21303	OLHAVA WAY	M/F
6-YD	TACO DEL MAR/SUBWAY (Olhava)	21553/555	OLHAVA WAY	M/W/F
6-YD	CASCADE PACIFIC RES LLC	21505	MARKET PLACE N.W.	M
6-YD	JACK IN THE BOX	21599	MARKET PLACE N.W.	M/TH
6-YD	OFFICE MAX	21800	MARKET PLACE N.W.	M/W/F
6-YD	CASCADE VIEW MEDICAL OFFICE	22180	OLYMPIC COLLEGE WAY	M/W
(2) 8-YD	MARINE VIEW BEVERAGE	22200	DAUNTLESS DRIVE NW	M
8-YD	SONIC DRIVE INN	21895	VIKING Avenue N.W.	M/W/F
4-YD	GATEWAY FELLOWSHIP CHURCH	18901	8TH Avenue N.E.	T/F
4-YD	THE LOFT-BRASS KRAKEN (John Xenos)	18779	FRONT Street N.E.	M/T/W/ TH/F

2-YD	THE LOFT-BRASS KRAKEN (John Xenos)	18779	FRONT Street N.E.	M/T/W/ TH/F
2-YD	BLUE SKY PRINTING	19036	FRONT Street N.E.	T
2-YD	MARTHA MARY DAY CARE	19282	FRONT Street N.E.	T
4-YD	(BOND BUILDING) North Kitsap MEDICAL CENTER	20700	BOND Road N.E.	T/F
6-YD	North Kitsap MED. CENTER Professional Bldg.	20730	BOND Road N.E.	T/F
2-YD	HERITAGE HEALTH CENTER	20696	BOND Road N.E.	T
2-YD	BAYSIDE BUILDING	20301	BOND Road N.E.	T (every other)
4-YD	ANIMAL EMERGENCY TRAUMA Center	320	LINDVIG Way N.W.	T
6-YD	CENEX	20380	VIKING Avenue N.W.	T
4-YD	SIAN PALACE (Viking Plaza)	20530	VIKING Avenue N.W.	T
6-YD	PENINSULA PAINT (Viking Plaza)	20530	VIKING Avenue N.W.	T (every other)
2-YD	POULSBO MINI STORAGE	20521	VIKING Avenue N.W.	T
4-YD	T & C PHOTO (Tytler, Ty)	20373	VIKING Avenue N.W.	T
8-YD	RED APPLE	20441	VIKING Avenue N.W.	T
2-YD	KITSAP TIRE (Ferguson, Russ)	20245	VIKING Avenue N.W.	T
2-YD	AUTO GLASS PLUS (Shearer, Bill & Pat)	20205	VIKING Avenue N.W.	T
2-YD	THE JUNCTION DINER	20136	VIKING Avenue N.W.	T
2-YD	WASHINGTON TRACTOR	20054	VIKING Avenue N.W.	T

4-YD	ADVANCED RENTAL	20149	VIKING Avenue N.W.	T
2-YD	SGBT INVESTMENTS LLC	19955	VIKING Avenue N.W.	T
8-YD	ABRA AUTO BODY & GLASS	19873	VIKING Avenue N.W.	T
(3) 6-YD	WINTON WOODS	20015	WINTON Lane N.W.	T
(3) 6-YD	WINTON WOODS #2	20015	WINTON Lane N.W.	T
4-YD	JAMES LUMBER	19801	VIKING Avenue N.W.	T
4-YD	FISHLINE	787	LIBERTY Rd N.W.	T
2-YD	MD ELECTRONICS-back of lot	19647	VIKING Avenue N.W.	T (every other)
2-YD	ENVY/MUCKY DUCK	19559	VIKING Avenue N.W.	T
(3) 2-YD	TAQUERIA & Texaco Food Mart (Sukam, Kim)	19559	VIKING Avenue N.W.	T
2-YD	HERITAGE FIREPLACE	19410	VIKING Avenue N.W.	T (every other)
4-YD	LATTE ON YOUR WAY	19440	VIKING Avenue N.W.	T
4-YD	WESTSIDE BUILDING ("Kens Auto")	19470	VIKING Avenue N.W.	T
2-YD	SOUND BREWERY	19479	VIKING Avenue N.W.	T
2-YD	LANG ANDERSON INVESTMENTS LLC	650	NW BOVELA LN	T
4-YD	CORNERSTONE BUILDING SUPPLY	19520	VIKING Avenue N.W.	T (every other)
4-YD	LES SCHWAB	19950	VIKING Avenue N.W.	T
(1) 4-YD	LIBERTY VIEW APARTMENTS	19781	FRONT Street N.E.	T/F

4-YD	NK PEE WEE	19894	NE HAMILTON CT	T
4-YD	FJORD VISTA II	19495	1ST Avenue N.E.	T/F
2-YD	FJORD MANOR SENIOR HOUSING	19581	1ST Avenue N.E.	T/F
(2)2-YD	FJORD VISTA TOWNHOMES	155	MYREBOE Street	T
(1) 4-YD	HILLSIDER 50 APARTMENTS	19630	ASH CREST LOOP	T
(1) 6-YD	HILLSIDER 50 APARTMENTS	19630	ASH CREST LOOP	T
(1) 2-YD	HILLSIDER 50 APARTMENTS	19630	ASH CREST LOOP	T
(3) 2-YD	HARBOR VIEW APTS or TORVAL TERRACE	49	TORVAL CANYON Road	T
6-YD	VALLEY NURSERY	20882	BOND Road N.E.	T
2-YD	KITSAP COUNTY ROADS	301	NE BERNT RD	T
4-YD	NK SELF STORAGE	541	NE BERNT RD	T (every other)
6-YD	POULSBO BUSINESS PARK-shared	20720 20726	STATE HWY 305	T
4-YD	FINN HILL LLC-EQUINE SHOP	1254	NW FINN HILL RD	T (every other)
2-YD	FINN HILL LLC-TUNA GRAPHICS	1218	NW FINN HILL RD	T (every other)
4-YD	NK SCHOOL DISTRICT-MAINTENANCE	1365	NW FINN HILL RD	T
2-YD	FINN HILL TWO LLC-DOME	1223	NW FINN HILL RD	T (every other)
4-YD	SHOOMADOGGIE	19860	Located on Finn Hill - VIKING Avenue N.W.	T
4-YD	GRAVITEC / HORIZON PROPERTIES	21291	URDAHL RD NW	T

8-YD	VINLAND ELEMENTARY	22104	RHODODENDRON LN NW	T
6-YD	KITSAP PUD	1431	NW FINN HILL RD	T
6-YD	VALLEY VIEW APARTMENTS	19310	4TH Avenue N.E.	T
8-YD	MONTCLAIR PARK	1250	LINCOLN Road N.E.	T/F
4-YD	CVS PHARMACY	18820	STATE HWY #305	M/T/W/ TH/F
4-YD	THE LOFT-BRASS KRAKEN (John Xenos)	18779	FRONT Street N.E.	M/T/W/ TH/F
2-YD	THE LOFT-BRASS KRAKEN (John Xenos)	18779	FRONT Street N.E.	M/T/W/ TH/F
8-YD	Joe Mentor JJ's CHOWDER HOUSE	18881	FRONT Street N.E.	M/W/TH/F
2-YD	POST OFFICE	19240	JENSEN Way N.E.	M/W/F
2-YD	MARTHA & MARY CHILD CARE	250	SUNSET Street N.E.	M/W/F
2-YD	FIRST LUTHERAN CHURCH	18920	4TH Avenue N.E.	W
4-YD	ORAL SURGERY BLDG. (Tim Ryan Properties)	19503	7TH Avenue N.E.	W
2-YD	POULSBO ATHLETIC CLUB-Zinn Adv.	19611	7TH Avenue N.E.	W
4-YD	GROUP HEALTH (Markham Invest)	19379	7TH Avenue N.E.	M/W/F
6-YD	Kitsap Physical Therapy (Markham Invest)	19319	7TH Avenue N.E.	W (every other)
4-YD	DOCTORS CLINIC (Markham Invest)	19245	7TH Avenue N.E.	M/W/F
2-YD	COAST/COAST/DAHLQUIST	19424	7TH Avenue N.E.	M/W/F
4-YD	KENTUCKY FRIED CHICKEN	19610	7TH Avenue N.E.	M/W/F

4-YD	BURGER KING	19655	7TH Avenue N.E.	M/W/F
2-YD	CEDE, LLC	19820	7TH Avenue N.E.	W (every other)
4-YD	CBC CHOCOLATES/ KENNETH L HAIR /MASSAGE	19880	7TH Avenue N.E.	W
4-YD	OLHAVA LLC (Creekside Bldg)	19917	7TH Avenue N.E.	W/F
2-YD	OUTLOOK ENTERPRISES (Old CL Johnson)Next to Holiday Inn	19885	7TH Avenue N.E.	W (every other)
4-YD	GUEST HOUSE INN	19801	7TH Avenue N.E.	W
2-YD	KITSAP BANK	19725	7TH Avenue N.E.	W (every other)
6-YD	HALLMARK/SIX STAR	19417	7TH Avenue N.E.	W
4-YD	SPORT HAUS & SUPERIOR PET	19417	7TH Avenue N.E.	W
4-YD	TOY STORE	19417	7TH Avenue N.E.	W
2-YD	EM PROPERTY I, LLC	19410	8TH Avenue N.E.	W
8-YD	Tim Ryan Properties	19307	8TH Avenue N.E.	W (every other)
(7) 2-YD	HOSTMARK APARTMENTS	703	HOSTMARK Street	W
4-YD	CVS PHARMACY	18820	STATE HWY #305	M/T/W/ TH/F
(1) 4-YD	POULSBO INN (by the Laundry)	18680	STATE HWY #305	M/W/F
4-YD	RAAB PARK	18349	CALDART Avenue N.E.	W
4-YD	NKSD ADMIN OFFICES	18360	CALDART Avenue N.E.	W
4-YD	NORTH POINT CHURCH	1779	HOSTMARK Street	W (every other)

8-YD	POULSBO ELEMENTARY School	18531	NOLL Road N.E.	M/W
2-YD	BLUE HERON FARMS	2650	HERON POND LN	W (every other)
2-YD	ERICKSON	17950	NOLL Road N.E.	W (every other)
(3) 6-YD	WOODCREEK APARTMENTS	2188	HOSTMARK Street	W
8-YD	PENINSULA GLEN APARTMENTS	2018/32	HOSTMARK Street	W
4-YD	PENINSULA GLEN APARTMENTS	2062/68	HOSTMARK Street	W
4-YD	NK HIGH SCHOOL VOCATIONAL/TECH BLDG	1780	HOSTMARK Street	W
2-YD	RENCHER DENTAL (Lance & Trent Rencher)	18825	CALDART Avenue N.E.	W
4-YD	NK HIGH SCHOOL MAINTENANCE	1780	HOSTMARK Street	W
2-YD	ST OLAF'S Catholic Church	18943	CALDART Avenue N.E.	W
2-YD	VIKING MOBILE HOME PARK	1754	MESFORD	W (every other)
2-YD	LDS (Church of Latter Day Saints)	2138	MESFORD Street	W
2-YD	SEVENTH DAY ADVENTIST CHURCH	1700	LINCOLN Rd.	W (every other)
2-YD	POULSBO MOBILE HOME PARK	1800	LINCOLN RD.	W (every other)
(2) 8-YD	SAFEWAY	19245	10th Ave NE	M/W/F
6-YD	PACIFIC MEDICAL BLDG (Pacific Surg & Eye Center)	20669	BOND Road N.E.	M/W/F
6-YD	LIBERTY BAY AUTO (GLASS)	20201	FRONT Street N.E.	W (every other)
4-YD	LIBERTY BAY AUTO	20201	FRONT Street N.E.	W

2-YD	AUSTIN TOWERS ("Front St. Clinic)	20174	FRONT Street N.E.	W
2-YD	JRO Building	227	LINDVIG Way N.W.	W
4-YD	NELSON PARK	317	LINDVIG Way N.W.	W (every other)
4-YD	BERTSCH LLC	371	LINDVIG Way N.W.	W (every other)
4-Y	LIBERTY SHORES	19360	VIKING Avenue N.W.	M/W/F
2-YD	LIBERTY SHORES	19360	VIKING Avenue N.W.	M/W/F
2-YD	SILVER CITY TATTOO	19740	VIKING Avenue N.W.	W
2-YD	W.W.W. PARTNERSHIP (Larry Ward)	19834	VIKING Avenue N.W.	W
6-YD	TACO DEL MAR/SUBWAY (Olhava)	21553/555	OLHAVA WAY	M/W/F
6-YD	OFFICE MAX	21800	MARKET PLACE N.W.	M/W/F
6-YD	CASCADE VIEW MEDICAL OFFICE	22180	OLYMPIC COLLEGE WAY	M/W
8-YD	SONIC DRIVE INN	21895	VIKING Avenue N.W.	M/W/F
4-YD	EAGLE HARBOR PROPERTIES-MORA	22195-C	VIKING Avenue N.W.	W
2-YD	EAGLE HARBOR PROPERTIES	22195-D	VIKING Avenue N.W.	W (every other)
4-YD	SLUYS (Casa Luna, Magnolia, Boehms, Blue Heron etc. Shared 4-yr) AKA 5 Swans	18830 / 18864	FRONT Street N.E.	M/TH
4-YD	THE LOFT-BRASS KRAKEN (John Xenos)	18779	FRONT Street N.E.	M/T/W/ TH/F
2-YD	THE LOFT-BRASS KRAKEN (John Xenos)	18779	FRONT Street N.E.	M/T/W/ TH/F
8-YD	Joe Mentor JJ's CHOWDER HOUSE	18881	FRONT Street N.E.	M/W/TH/F

2-YD	WOODFIRED PIZZA / VERKSTED GALLERY	18937	FRONT Street N.E.	M/TH
2-YD	SONS OF NORWAY	18891	FRONT Street N.E.	M/TH
2-YD	SONS OF NORWAY (Upper Lot)	18891	FRONT Street N.E.	M/TH
2-YD	POULSBO PROF. Bldg. (Bryan Properties)	19068	JENSEN Way N.E.	TH
2-YD	BURRATO BISTRO	19006	FRONT Street N.E.	M/TH
2-YD	POULSBO DRUG STORE	325	HOSTMARK Street	TH
2-YD	18 FRONT STREET (LLC) Mor Mor Bistro	18820	FRONT Street N.E.	M/TH
2-YD	BANK OF AMERICA	19255	JENSEN Way N.E.	TH
2-YD	WESTSIDE PIZZA (Lucy Rigg)	19168	JENSEN Way N.E.	TH
4-YD	CITY HALL	19050	JENSEN Way N.E.	TH
2-YD	LASSER/OPALENIK	18657	STATE HWY #305	TH (every other)
2-YD	LIBERTY BAY PRESBYTERIAN Church	18561	9TH Avenue N.E.	TH
2-YD	305 DINER	18713	STATE HWY #305	TH (every other)
2-YD	ARTIST'S EDGE (Martin Lund)	18723	STATE HWY #305	TH (every other)
4-YD	LOS CABOS GRILL (Soltero, Roberto)	18751	STATE HWY #305	TH
2-YD	9th Avenue Building (Jim Welch)	18777	9TH Avenue N.E.	TH
2-YD	EL SABOR CASERO	18791	STATE HWY #305	M/TH
2-YD	HOSTMARK LLC ("Body Link")	1015	HOSTMARK Street	TH

4-YD	CVS PHARMACY	18820	STATE HWY #305	M/T/W/ TH/F
4-YD	VIKING COMMUNITY BANK	18960	STATE HWY #305	M/TH
2-YD	VASA BUILDING (Marvin Maki) Crurvy QT	19062	STATE HWY #305	TH
6-YD	Fernwood-Sunrise Properties, LLC	19500	10TH Avenue N.E.	TH
2-YD	Poulsbo Marina VET CLINIC	19640	10TH Avenue N.E.	TH
4-YD	DR. SPIDEL	19586	10TH Avenue N.E.	TH (every other)
2-YD	Pacific Northwest Communities	19578	10TH Avenue N.E.	TH
4-YD	HALL & COMPANY	19660	10TH Avenue N.E.	TH
6-YD	LBG BAINBRIDGE LLC	19723	10TH Avenue N.E.	M/TH
6-YD	TACO TIME	20205	10TH Avenue N.E.	TH
4-YD	RELIABLE STORAGE (Little Valley)	1080	FOREST ROCK LN	TH
4-YD	TEXACO/ D&J MARKET	1010	FOREST ROCK LN	TH
4-YD	PARKWOOD/BROCKS	1016	FOREST ROCK LN	M/TH
2-YD	CHASE BANK	20398	LITTLE VALLEY ROAD	TH
2-YD	RECYCLE CENTER	21868	VIKING Avenue N.W.	TH
6-YD	JACK IN THE BOX	21599	MARKET PLACE N.W.	M/TH
(2) 4-YD	LIBERTY BAY CONDOS (Liberty Bay Estates)	19764	3RD Avenue N.E.	TH
1-4YD	WINDSONG APARTMENTS	19880	3RD Avenue N.W.	TH

(2) 2-YD	WINDSONG APARTMENTS	19880	3RD Avenue N.W.	TH
2-YD	HIDDEN COVE	354	EDVARD Street N.E.	TH
6-YD	ASGARD Apartments (Martin-Maier Assoc.)	19657	FRONT Street N.E.	TH
2-YD	LIBRARY	700	LINCOLN Road N.E	TH
2-YD	LARSON, Dr. Eldon	19170	8TH Avenue N.E.	F
4-YD	KITSAP EYE CARE CENTER	19220	8TH Avenue N.E.	F (every other)
6-YD	PLAZA 305 (Lower)	19045	STATE HWY #305	M/F
4-YD	PLAZA 305 (Lower)	19045	STATE HWY #305	M/F
6-YD	DAIRY QUEEN	18934	8TH Avenue N.E.	M/F
4-YD	GATEWAY FELLOWSHIP CHURCH	18901	8TH Avenue N.E.	T/F
8-YD	Joe Mentor JJ's CHOWDER HOUSE	18881	FRONT Street N.E.	M/W/TH/F
4-YD	PORT OF POULSBO	18721	FRONT Street N.E.	M/F
4-YD	THE LOFT-BRASS KRAKEN (John Xenos)	18779	FRONT Street N.E.	M/T/W/ TH/F
2-YD	THE LOFT-BRASS KRAKEN (John Xenos)	18779	FRONT Street N.E.	M/T/W/ TH/F
4-YD	PORT OF POULSBO (Guest Marina)	18809	FRONT Street N.E.	M/F
2-YD	POST OFFICE	19240	JENSEN Way N.E.	M/W/F
2-YD	MARTHA & MARY CHILD CARE	250	SUNSET Street N.E.	M/W/F
4-YD	GROUP HEALTH (Markham Invest)	19379	7TH Avenue N.E.	M/W/F

4-YD	DOCTORS CLINIC (Markham Invest)	19245	7TH Avenue N.E.	M/W/F
4-YD	EDS (Laurelhurst Apt. LLC)	19351	8TH Avenue N.E.	F
6-YD	EL HUARACHE	19424	7TH Avenue N.E.	M/F
2-YD	COAST/COAST/DAHLQUIST/VET	19424	7TH Avenue N.E.	M/W/F
4-YD	KENTUCKY FRIED CHICKEN	19610	7TH Avenue N.E.	M/W/F
4-YD	BURGER KING	19655	7TH Avenue N.E.	M/W/F
2-YD	WILD BIRD (Laurelhurst) by Mikes Car Wash	19740	7TH Avenue N.E.	F
4-YD	MIKE's CAR WASH	19774	7TH Avenue N.E.	F (every other)
4-YD	TAPROCK	760	LIBERTY Road N.E.	M/F
4-YD	FRONTIER BANK	19950	7TH Avenue N.E.	F
4-YD	(BOND BUILDING) North Kitsap MEDICAL CENTER	20700	BOND Road N.E.	T/F
6-YD	PACIFIC MEDICAL BLDG (Pacific Surg & Eye Center)	20669	BOND Road N.E.	M/W/F
6-YD	North Kitsap MED. CENTER Professional Bldg.	20730	BOND Road N.E.	T/F
4-YD	OLHAVA LLC (Creekside Bldg)	19917	7TH Avenue N.E.	W/F
6-YD	DOMINOS	19417	7TH Avenue N.E.	M/F
6-YD	STARBUCKS (Village Dumpster)	19417	7TH Avenue N.E.	M/F
2-YD	VIKING LAND & CATTLE	1040	HOSTMARK Street	F
4-YD	OLYMPIC PLACE II, LLC (Raytheon)	1050	HOSTMARK Street	F

4-YD	CVS PHARMACY	18820	STATE HWY #305	M/T/W/ TH/F
(1) 4-YD	POULSBO INN (by the Laundry)	18680	STATE HWY #305	M/W/F
(1) 4-YD	POULSBO INN (by Windermere)	18680	STATE HWY #305	M/F
(3) 2-YD	LIBERTY BAY MARINA (Suite #A)	17791	FJORD Drive N.E.	M/F
8-YD	MONTCLAIR PARK	1250	LINCOLN Road N.E.	T/F
(2) 8-YD	SAFEWAY	19245	10th Ave NE	M/W/F
(3) 4-YD	VIKING CREST	20145	VIKINGS CREST N.E.	M/F
(2) 2-YD	SCANDIA KNOLLS	20217	1ST Avenue N.E.	F
(3) 4-YD	SCANDIA KNOLLS	20217	1ST Avenue N.E.	F
(3) 6-YD	LIBERTY RIDGE	20455	1ST Avenue N.E.	F
(1) 4-YD	LIBERTY RIDGE	20455	1ST Avenue N.E.	F
(1) 2-YD	LIBERTY RIDGE	20455	1ST Avenue N.E.	F
2-YD	AROY DY	225/279	LINDVIG Way N.W.	F
6-YD	MCDONALDS	20533	VIKING Avenue N.W.	M/F
2-YD	FINN HILL Prof. Bldg. (Redfern & Fogle)	20307	VIKING Avenue N.W.	F
6-YD	CAMPANAS (Tenant Sound Brewery)	19815	VIKING Avenue N.W.	F
2-YD	LIBERTY SHORES	19360	VIKING Avenue N.W.	M/W/F
4-YD	LIBERTY SHORES	19360	VIKING Avenue N.W.	M/W/F

2-YD	NAPA (Parker Auto)	19812	VIKING Avenue N.W.	F
4-YD	NORTHWEST DELIMART ('76/Subway)	19890	VIKING Avenue N.W.	F
4-YD	POULSBO PROPERTY LLC	20081	VIKING Avenue N.W.	F
6-YD	CORNERSTONE BUILDING SUPPLY	20081	VIKING Avenue N.W.	F (every other)
6-YD	WENDY'S	21225	OLHAVA WAY	M/F
4-YD	TASTE - ZHANG INVESTMENTS	21303	OLHAVA WAY	M/F
6-YD	TACO DEL MAR/SUBWAY (Olhava)	21553/555	OLHAVA WAY	M/W/F
6-YD	PETCO	21700	MARKET PLACE N.W.	F
2-YD	1ST SECURITY BANK	21650	MARKET PLACE N.W.	F (every other)
6-YD	OFFICE MAX	21800	MARKET PLACE N.W.	M/W/F
6-YD	OLYMPIC COLLEGE	1000	OLYMPIC COLLEGE PL NW	F
8-YD	SONIC DRIVE INN	21895	VIKING Avenue N.W.	M/W/F
2-YD	TAYLOR, Grant CHIROPRACTOR	21222	VIKING Avenue N.W.	F (every other)
2-YD	EAGLE HARBOR PROPERTIES-MORA	22195-C	VIKING Avenue N.W.	W/F
(1) 4-YD	LIBERTY VIEW APARTMENTS	19781	FRONT Street N.E.	T/F
(1) 4-YD	LIBERTY VIEW APARTMENTS	19781	FRONT Street N.E.	F
4-YD	FJORD VISTA II	19495	1ST Avenue N.E.	T/F
2-YD	FJORD MANOR SENIOR HOUSING	19581	1ST Avenue N.E.	T/F

**City of Poulsbo Public Works Neighborhood
Residential Cleanup Program Service
Application**

EXHIBIT G

Name: _____ Address: _____ Poulsbo, WA

Contact Phone # _____ **Preferred Delivery: **Monday** _____ **Thursday** _____

****Scheduling of placement and pickup of the container shall be "subject to the availability" of containers and staffing, and are scheduled according to date of application received.**

Residential Cleanup Program

The neighborhood cleanup program is designed to allow the Citizens of Poulsbo, on an annual basis to remove unwanted debris and waste from their properties in order to improve the public health and safety of the community, and to improve the aesthetics and quality of life enjoyed by the community and its citizens.

The City of Poulsbo neighborhood cleanup program is available and limited to those residential customers receiving utility service from the City of Poulsbo's Solid Waste Utility.

Program Restrictions:

The cleanup program is provided, at no charge, to the Citizens of Poulsbo subject to the following conditions:

The program availability is limited to one application for utilization of the service per calendar year per account.

Waste shall not protrude above the lip of the dumpster and you will be charged the extra garbage rate if you exceed this limit. The number of bags charged will be based on the drivers estimation of extra garbage.

Availability of the container shall be limited to **72 hours**. Please call (360) 779-4078 for removal if you are finished with the dumpster prior to 72 hours and would like the dumpster removed.

Container must be at the original drop off location for pick-up.

Disposal of toxic or hazardous materials and/or recyclable materials shall be prohibited. Materials include, but are not limited to the following:

Toxic and Hazardous Materials: Paint, petroleum products, solvents, chemicals, tires, large appliances, computer monitors, smoke detectors, televisions, lawn mowers are not allowed.

Recyclables: Metal and bi-metal products, aluminum, cardboard, batteries, used motor oil, glass, plastic, newspaper, magazines, paper, concrete, rocks, dirt or sod.

Citizens are encouraged to utilize the curbside recycling program or one of the regional facilities for disposal of recyclable materials noted above.

All containers will be inspected by Public Works staff for compliance prior to acceptance and disposal of solid waste.

I fully understand and will abide by the conditions stated herein for the utilization of the neighborhood cleanup dumpster.

Signature: _____ Date: _____

Email - publicworks@cityofpoulsbo.com FAX - 360-697-8269

Acct # _____ Delivery Date: _____ Initial's _____ Pick-up Date: _____ Initial's _____