

ORDINANCE NO. 238

CITY OF CLARK FORK, IDAHO

AN ORDINANCE OF THE CITY OF CLARK FORK, BONNER COUNTY, IDAHO, GRANTING TO WASTE MANAGEMENT OF IDAHO, INC. A FRANCHISE TO USE THE PUBLIC RIGHTS OF WAY TO COLLECT GARBAGE IN THE CITY OF CLARK FORK; PROVIDING THE TERMS AND CONDITIONS OF THE FRANCHISE; AND PROVIDING AN EFFECTIVE DATE THEREOF.

SECTION 1. TITLE: This ordinance may be cited as "Waste Management Franchise Ordinance."

SECTION 2. FRANCHISE: That the FRANCHISE FOR GARBAGE COLLECTION AND DISPOSAL BETWEEN THE CITY OF CLARK FORK AND WASTE MANAGEMENT OF IDAHO, INC. 2004 – 2009 attached hereto as Exhibit "A" is incorporated herein by reference and made apart of this Ordinance.

SECTION 3. SEVERABILITY: The ordinance is hereby declared to be severable. Should any portion of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose of the ordinance before the declaration of partial invalidity.

SECTION 4: PUBLICATION COSTS: The Grantee shall assume the cost of publication of this Ordinance as such publication is required by law.

SECTION 5: REPEAL OF CONFLICTING PROVISIONS: All provisions of the ordinances of the City of Clark Fork which conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 6: EFFECTIVE DATE: This Ordinance shall be in full force and effect upon its passage and approval as provided by the laws of the State of Idaho, the signature of the Grantee and the Mayor on the Attachment "A", and its publication as provided by law.

Enacted by the city council as an ordinance of the City of Clark Fork on the 11th day of October, 2004.

CITY COUNCIL MEMBERS:	YES	NO	ABSENT	ABSTAIN
Brian Cantrell	X	_____	_____	_____
Linda Reed	X	_____	_____	_____
Lynn Siple	X	_____	_____	_____
Marlene Syth	X	_____	_____	_____

Approved by the Mayor on the 11th day of October,.2004.

Thomas A. Shields
Tom Shields, Mayor

ATTEST

Jonell Davisson
Jonell Davisson, City Clerk

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WHEREAS, Pursuant to Idaho State Constitution Article 12, Section 2, granting municipalities police and sanitation regulatory powers, the Clark Fork City Council hereby exercises those powers; and

WHEREAS, the City Council finds that by entering into a franchise for garbage collection and disposal, the citizens of the City will be insured garbage collection services at more stable rates; and

WHEREAS, the City Council has determined that the City should enter into a franchise with Waste Management of Idaho, Inc. for the use of the public rights of way for the collection and disposal of garbage with the City;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL BENEFITS AND COVENANTS STATED HEREIN THE PARTIES AGREE AS FOLLOWS:

1. **Grant of Franchise.** The City of Clark Fork (hereinafter referred to as "City"), hereby grants to Waste Management of Idaho, Inc., (hereinafter referred to as "Company"), an exclusive franchise to use the public rights of way within the jurisdiction of the City to collect garbage within the City limits from all residential, commercial, and industrial sources, including all work incidental thereto, upon the terms and conditions set forth below.
2. **Term.** The term of this Franchise shall be from May 1, 2004 through April 30, 2009, with an option for one (1) additional five-year extension.
3. **Rates and Charges.** Company shall charge Company's customers within the city limits of Clark Fork the rates set forth in the rate schedule attached as **Exhibit B** and incorporated herein by this reference as if set forth in full. If a customer requests a service level and rate that is not set forth in Exhibit B, customer and Company will negotiate a service level and rate to be approved by the City. The City will not unreasonably withhold approval. Company may pass on to the customer any franchise fee that is required to be paid pursuant to this Franchise.

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4. **Definitions.** For the purposes of this Franchise the terms shall have the meanings as set forth in **Exhibit A**.
5. **General Description.** Company shall furnish, during the period of this franchise all personnel, labor, equipment, trucks and all other items necessary to provide solid waste collection as specified in this franchise and to perform all of the work called for and described herein. Company shall have the ability to furnish reserve vehicles and personnel in order to maintain service levels as defined under the terms of this contract at all times and shall demonstrate the ability to perform required service with such reserve equipment and personnel upon City's request.
- 5.1 The services that Franchisee shall provide to the citizens of Clark Fork consist of the collection of all garbage herein referred to which occurs within the City of Clark Fork and disposal thereof. However, this does not include collection and/or disposal of hazardous and toxic wastes.
- 5.2 The services Company is required to perform shall be for containers placed for collection at the curbside. This franchise does not require alleyway collection. The collection of garbage and recyclable materials within the City shall be at the time and intervals set forth in Section 5.7.
- 5.3 Company may retain as Company's property any metals or salvageable articles and recyclable material that are placed at the curbside for collection.
- 5.4 Company may refuse to pick up garbage materials from locations identified by Company and approved by City, where, because of the conditions of the streets or roads, it is impractical to operate vehicles. Company may refuse to drive into private property where driveways or roads are without adequate turn-around or have other unsafe conditions. Company shall provide written notice to both the customer and the City of any inadequate road or driveway conditions.
- 5.5 Company will not be required to enter into private property to pick up garbage materials while an animal considered or feared to be vicious is loose. If Company cannot provide collection service due to a loose animal considered or feared to be vicious, Company will notify City within the same working day. Company will provide City with service address and

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description of incident.

5.6.1 Company shall bill monthly each commercial establishment subscribing to service for collection service, container rental (where applicable).

5.6.2 The Company shall bill quarterly each residential unit subscribing to service for collection service.

5.6.3 All Commercial and Residential accounts shall be billed monthly at the rates listed in **Exhibit B**.

5.7 Company shall not be required to warrant garbage pickup at any particular hour, but shall not commence garbage collection before 6:00 am Monday through Friday inclusive for Residential collection. Commercial collection from non noise-sensitive areas may commence at 4:00 am Monday through Friday inclusive. Commercial Collection in noise-sensitive areas will not take place earlier than 6:00 am Monday through Friday. Company agrees to work with customers in noise-sensitive areas to reach mutually agreed upon collection times. No credit will be given for a skip in scheduled service due to weather or road conditions if garbage missed is picked up by Company on the next available service date.

5.8 Company shall comply with all applicable local, state and federal regulations and laws regarding the collection, transfer and disposal of garbage pursuant to this Contract. This section is subject to the provisions of Section 14 of this contract.

5.9 Franchise Renewal - This franchise may be extended for an additional period of five (5) years, with the approval of the City. Company shall provide written request for such extension not later than one hundred twenty (120) days prior to the termination date of the initial period of this franchise.

6. Franchise Fee.

6.1 For the reason that the Rights-of-Way to be used by the Company in the operation of its garbage collection service within the boundaries of the City are valuable public properties acquired and maintained by the City at

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great expense to its taxpayers, and because the City will incur costs in regulating and administering the Franchise, the Company shall pay to the City an amount equal to five percent (5%) of the gross billing for the month for garbage collection services authorized under this Franchise, excluding the Bonner County Solid Waste Fee, collected for Bonner County by the Company. Company shall remit to the City said monthly solid waste fee, reduced by the accounts written off for non-payment and increased by any recoveries of such accounts previously written off. This solid waste fee is due and payable 30 days after month end (example: June 2004 fee shall be due July 30, 2004).

6.2 Acceptance of money under this Section shall not in any way limit or impair any of the privileges or regulatory, condemnation, police powers or taxing rights of the City, whether under this Franchise or otherwise. No acceptance of any payment shall be construed as an accord that the amount paid is the correct amount, nor shall such acceptance be construed as a release of any claim which the City may have for additional sums payable under the provisions of this Franchise.

6.3 The Franchise fees shall be in addition to any and all special assessments and taxes that are now or hereafter required to be paid by any general law of the City, the State of Idaho, or the United States.

7. Notices. Any notices to be sent to the City shall be sent to the Mayor at the following address:

Mayor
City of Clark Fork
P.O. Box 10
Clark Fork, ID 83852

Any notices to sent to Waste Management of Idaho shall be sent to:

Greg Edwards
Waste Management of Idaho, Inc.
P. O. Box 877
Sandpoint, ID 83864

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- 8. Company's Employees** Company shall be responsible for the acts of the Company's Employees.
- 8.1 Company's employees shall be courteous at all times and not use loud or profane language and do their work as quietly as possible.
- 8.2 Company's employees, in collecting garbage, shall use the regular walks for pedestrians while on private property.
- 8.3 Company's employees shall replace all garbage cans and covers, and close all gates opened by them.
- 8.4 Company's employees shall wear clean clothing or uniforms.
- 8.5 Company's employees shall not trespass or loiter, or cross private property at any place other than a designated walkway to an adjoining premise.
- 8.6 Company's employees, while performing the services of garbage collections, shall limit their activities to those that are necessary to comply with the terms of this Franchise.
- 9. Loading.** Extra care shall be taken by employees or agents of the Company in the loading and transportation of garbage so that none of the material to be collected is left either on private property or on the streets or alleys. Any garbage, refuse, other wastes left on private property or on streets or alleys by Company shall be cleaned up immediately. Company shall be responsible for the cleaning up of all debris spilled or tracked on any street, alley or public place by any of its employees or equipment, and if Company fails to clean the same within 12 hours after written notice by the City Mayor, the City Mayor may cause such street to be cleaned and charge all costs to Company, including a penalty equivalent to fifty percent (50%) of said costs.
- 10. Special Collections.** Adequate provisions shall be made by Company to provide special collections when garbage and refuse has not been collected during the regularly scheduled trip. Special pickups for missed collection through no fault of Customer shall be made by Company when ordered by the City Mayor or his or her designee. If Company fails to provide a special pickup for missed collection within twenty-four (24) hours after notification by the City Mayor, the City Mayor may cause the work to

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be done. Company shall pay all City costs incurred in collecting and disposing of garbage and refuse for missed pickup, including a penalty equivalent to fifty percent (50%) of said costs.

11. Collection Equipment.

11.1 In collecting garbage under this Franchise, Company shall use truck bodies that are designed and manufactured for the collection of garbage, and are capable of servicing detachable containers. No leakage from either truck bodies or detachable containers shall be allowed. Company shall make available for rental detachable container, which meet all applicable safety requirements. The detachable containers must be watertight. Company's equipment may be inspected and approved by the City according to standards of Idaho Department of Transportation and this franchise at any time during the performance of this contract.

11.2 The number and type of collection vehicles, including back-up or reserve equipment in event of equipment failure, furnished by Company, shall be sufficient for the collection of all garbage. If there is any doubt by Company whether his proposed equipment is satisfactory or not, he should secure prior written approval from the City.

- 12. Other Company.** Company may not subcontract to other Company specific service areas without formal written consent of the Mayor. Such consent shall not relieve Company from its responsibilities under this Franchise for the area served by a sub-Company.
- 13. Method of Disposal.** Company shall deliver all garbage within the city limits of Clark Fork, except as provided in Paragraph 5.3, to the Bonner County Transfer Station, or, in the event the Bonner County Transfer Station ceases to operate, to a disposal site approved and accepted by all regulatory agencies having jurisdiction under this franchise.
- 14. Ownership of Equipment.** All vehicles, facilities, equipment and property used in the performance of this Franchise shall be wholly-owned by Company; provided, leasing or rental agreements may be allowed where approved by the City of Clark Fork and conditional sales contracts, mortgages, or other contractual arrangements for financing the purchases of such equipment may be allowed where approved by the City of Clark

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Fork. All such leasing, rental or purchase agreements shall provide that in the event of default of this Franchise, or of such leasing, rental or purchase agreement, the City, at its option, shall have the right to take possession of, use and operate vehicles and equipment covered by such leasing, rental or purchase agreement for the unexpired term of this franchise.

- 15. Painting and Cleaning of Vehicles.** Collection vehicles shall be painted and numbered and shall have the Company's name and number of the vehicles painted in letters of a contrasting color, at least four (4) inches high. No advertising shall be permitted other than the name of the Company without the prior consent of the City. All vehicles shall be kept in a clean and sanitary condition.

All containers furnished under the Franchise shall display Company's name.

- 16. Reporting Requirements.** Company agrees and covenants to keep accurate and complete records and accounts related to this contract, in writing, including route books indicating the collection from residential, commercial and industrial customers, as dictated by good accounting practices, and to allow the City, or its duly authorized representative or agent, reasonable and adequate access to any and all of said records, data, and accounts related to this contract and Company shall furnish the City, upon its request, accurate copies or duplicates thereof, without charge.
- 17. Change in Date of Service.** Company shall give (7) days written notice to the City Clerk or designee of any change, which affects the date of collection.
- 18. Company's Offices.** Company shall maintain a local access telephone number which meets the approval of the City, and such attendant as may be necessary to take care of complaints, as well as orders for special service or to receive instruction. The attendant shall be on duty between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except holidays. At such times as the office is closed, a recorder shall be in operation.

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19. **Permits.** Company shall take out and pay for any business license or other fee required by the City or any other governmental authority, which may be required to provide the services under this Franchise. Further, Company shall be obligated to protect all public and private utilities whether occupying street, public or private property. If such utilities are damaged by reason of Company's operations under this Franchise, Company shall repair or replace same or, failing to do so promptly, the City may cause repairs or replacement to be made and the cost of doing so, plus a penalty equivalent to fifty percent (50%) of the costs incurred by the City shall be billed to Company monthly and paid within thirty (30) days.
20. **Liability/Insurance.** Company will be held responsible for any damage attributed to its operations caused to publicly or privately owned facilities including, but not limited to, equipment used in the collection and storage of municipal solid waste. The Company shall be responsible for the cost of repair or replacement due to any such damage. Company shall provide and maintain in full force and effect during the entire term of this Franchise or renewal thereof, a policy of Company's public liability insurance, naming the City as an additional insured, providing for limits of not less than One Million (\$1,000,000.00) Dollars per occurrence for all damages arising out of bodily injuries to or death of one person, and subject to the limit for each person a total of not less than Five Million (\$5,000,000.00) Dollars for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and regular Company's property damage liability insurance providing for a limit of not less than Five Hundred Thousand (\$500,000.00) Dollars for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total limit of not less than One Million (\$1,000,000.00) Dollars for all damages arising out of injury to or destruction of property each year of the contract. The insurance shall also provide for coverage for not less than One Million (\$1,000,000.00) Dollars for the contractual provisions herein, including specifically, Section 22, indemnification and hold harmless. All the foregoing insurance policies shall provide for thirty (30) days' written notice to the City of any change, cancellation or lapse of such policies, and the City shall be named as an additional insured thereon. A Cancellation of insurance as required by this section shall be a basis for the immediate cancellation of this Franchise. Company shall provide Certificate of Insurance to the City Clerk.

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- 21. Indemnification and Hold Harmless Agreement.** Company hereby agrees to indemnify, defend and hold harmless the City, its officers, employees, agents and representatives from any and all claims, costs, judgment, or awards, to, by or on behalf of any person or entity, including employees of the Company or its sub-Companies, which is alleged or claimed to result from negligent actions or omissions of Company and arise from or out of the negligent performance of the terms of this Franchise.
- 22. Company's Responsibility.** All garbage collected by Company shall become the sole responsibility of Company commencing from the time it is picked up.
- 23. Hazardous Waste.** This Franchise does not require or authorize Company to provide service for collection or disposal of hazardous waste, or non-hazardous or hazardous toxic wastes. In the event that Company elects to do so, it shall be separate from this Franchise.
- 24. Company to Make Examination.** Company certifies that they have personally examined and investigated the proper method of doing the work and all conditions affecting the work to be done, labor, equipment and materials needed therefore, and the quantity of the work to be performed within the City of Clark Fork and has not relied upon any representations by the City. Company shall have no claim against City because of any of the estimates, statements, or interpretations made by any officer or agent of City. This Agreement is for the benefit of the parties hereto and is not intended to inure to the benefit of any third party.
- 25. Load Restrictions.** Company shall comply with all applicable state and local road load restrictions.
- 26. Workers.** All workers employed by Company to perform services under this Franchise shall be competent and skilled in the performance of the work to which they may be assigned. Failure or delay in the performance of this Franchise due to Company's inability to obtain workers of the number and scope required shall constitute a default of the Franchise.
- 27. Fair Labor Practices.** The Company shall observe all federal and state

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fair labor practices as the same may now exist or may hereafter be amended, including but not limited to, the Civil rights Act of 1964 and the Occupational Safety and Health Act (OSHA) of 1970, and equal opportunity employment practices in the employment of its personnel. The Company shall be responsible for the public conduct of all personnel when acting within the scope of their employment.

28. Company Name and Status.

Company shall not use a firm name including the name of the City or containing any words implying municipal ownership or that this Franchise constitutes a joint venture.

29. Holidays. Company shall annually designate which holidays it will observe and provide in writing to the City Clerk the schedule to be worked if the holiday falls on a regular collection day.

30. Disposal Fees and Annual Adjustments.

30.1 If the County initiates a disposal fee at the transfer station or the transfer station is changed due to circumstances beyond the control of Company, the City and Company shall renegotiate rates. Subject to City Council approval, the rates charged may be adjusted to reflect increases in disposal fees for garbage.

30.2 With the exception of an increase in rates necessitated by increases in disposal fees and subject to the terms of Section 30.3 and 30.4 the rates set forth on **Exhibit B**. shall not be subject to increase.

30.3 CPI Language. The rates and charges as set forth in **Exhibit B** shall be amended effective the 1st day of January each year beginning January 1, 2005 according to 100% of the Consumer Price Indexes; ALL URBAN CONSUMERS, WEST URBAN AREA, ALL ITEMS as published by the Department of Labor Statistics. Any increase or decrease in the rates and charges shall be limited to the most recent previous twelve (12) months fluctuation in the index. The annual CPI rate shall not exceed (5%) percent, nor will it be lower than one (1 %) percent.

30.4 Alteration of Terms of Franchise. Either party hereto may initiate proceedings to negotiate a change in the terms of this Franchise by giving

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written notice of its intention to do so at least sixty (60) days prior to the date such party desires to open such negotiations.

31. **Annexation.** If, during the life of this franchise, additional territory in any amount whatsoever is added to the City through annexation, upon notice from City that an area has been annexed Company will make collections in such annexed area in accordance with all provisions of this Franchise and at the prices set forth herein. This clause shall not be effective if another service provider under contract with any such area(s) is currently servicing such area.
32. **Failure To Perform.** Should the Company fail to perform any duties imposed upon him hereby, except by act of God, a catastrophe, riot, war, act of terrorism, governmental order or regulation or other similar or different contingency beyond the reasonable control of the Company, the City may notify the Company in writing by certified mail, return receipt requested, of such failure, detailing the nature thereof. The Company shall correct such failure within ten (10) days of receipt of such notice. If Company does not correct such failure within said time, the City may revoke this Franchise forthwith.
33. **Attorneys' Fees.** In the event of any action or proceeding to enforce, interpret, construe or otherwise resolve a dispute between the parties arising from any term, condition or provision of the Franchise, the prevailing party in such action or proceeding shall be entitled to recover, in addition to all other relief, from the other party, reasonable attorneys' fees incurred by the prevailing party in connection with such action or proceeding, including but not limited to any appeal thereof.
34. **Entire Agreement.** This Franchise constitutes the entire agreement between City and Company, and there are no promises, conditions, terms, obligations, statements, or guarantees other than those contained herein. No modifications or amendments shall be valid unless in writing and fully executed by both parties.
35. **Severability.** In the event that any provision or portion thereof of this franchise shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the

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applicable laws. The invalidity or unenforceability of any provision or portion of this franchise shall not affect the validity or enforceability of any other provision or portion of the franchise.

Dated this ____ day of _____, 2004.

City of Clark Fork

By _____
Tom Shields, Mayor

Attest:

By _____
City Clerk

Waste Management of Idaho, Inc.

By _____
Jamey DeSoer, Vice President

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**EXHIBIT A
DEFINITIONS**

For the purposes of this Franchise the following terms shall have the following meanings:

Curb or Curbside: The area within five (5) feet of the Public Street where regular garbage collection occurs. If safe access is difficult or extraordinary circumstances preclude such a location, curbside shall be considered a placement suitable to the resident, convenient to the Company's equipment, and mutually agreed to by the Administrator and Company.

Garbage: All putrescible and non-putrescible wastes originating within the City, except Recyclable Materials, Special Waste, Yard Debris and Hazardous Waste.

Disposal Fee: The fee charged to the Company for the disposal of any garbage or solid waste.

Hazardous Waste: Means a waste or combination of wastes of a solid, liquid, semisolid, or contained gaseous form which, because of its quantity, concentration or characteristics (physical, chemical or biological) may:

- (a) Cause or significantly contribute to an increase in deaths or an increase in serious, irreversible or incapacitating reversible illnesses;
- or
- (b) Pose a substantial threat to human health or to the environment if improperly treated, stored, disposed of, or managed. Such wastes include, but are not limited to, materials which are toxic, corrosive, ignitable, or reactive, or materials which may have mutagenic, teratogenic, or carcinogenic properties but do not include solid or dissolved material in domestic sewage, or solid or dissolved materials in irrigation return flows or industrial discharges, which are, point sources subject to national pollution discharge elimination system permits under the federal water pollution control act, as amended, 33 U.S.C., section 1251 et seq., or source, special nuclear, or byproduct material as defined by the atomic energy act of 1954, as amended, 42 U.S.C., section 2011 et seq.

Hazardous Waste Management: Means the systematic control of the collection, source separation, storage, treatment, transportation, processing,

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and disposal of hazardous wastes.

Public Street: A public way used for public travel.

Residence: A living space individually rented, leased, or owned.

Service Area: The municipal boundaries of the City both now and as they may be expanded by annexation during the life of the contract.

Single Family Residence: All single unit houses, duplexes, triplexes, four-plexes and mobile homes where service is billed to the individual customers.

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EXHIBIT B
Rates and Charges

Effective 5/1/04

RESIDENTIAL

DESCRIPTION	AMOUNT
1 CAN 1 X MO	2.55
2 CAN 1 X MO	4.12
2 CAN 1 X WK	6.69
3 CAN 1 X WK	8.26
4 CAN 1 X WK	9.84
5 CAN 1 X WK	11.39
DRIVE IN SERVICE	7.36
DISTANCE 1 CAN	2.19
DIST. CHARGE-2 CANS	3.23
TREE CHARGE	5.71
OVERSIZE CAN	0.93
EXTRA CAN	0.93
EXTRA YARD	4.21

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**EXHIBIT B
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COMMERCIAL RATES

5/1/2004

DESCRIPTION	AMOUNT
1 CAN 1 X WK	7.49
2 CAN 1 X WK	11.56
3 CAN 1 X WK	16.12
4 CAN 1 X WK	20.66
5 CAN 1 X WK	25.22
1YD 1 X WK	19.79
1.5YD 1 X WK	24.11
2YD 1 X WK	28.71
2-1YD 1 X WK	39.56
2YD 2 X WK	57.54
2YD 3 X WK	86.15
3YD 1 X WK	37.18
3YD 2 X WK	74.36
3YD 3 X WK	111.54
3YD CMP. 1 X WK	111.54
4YD 1 X WK	45.78
4YD 2 X WK	91.55
4YD 3 X WK	137.33
4YD 5 X WK	228.87
6YD 1 X WK	57.52
6YD 2 X WK	115.03
6YD 3 X WK	172.55
6YD 5 X WK	287.59
2-6YD 1 X WK	115.03
6YD CMP. 1 X WK	172.55
8YD 1 X WK	69.15
8YD 2 X WK	138.31

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8YD 3 X WK	207.47
1YD WILL CALL	11.82
1.5YD WILL CALL	14.33
2YD WILL CALL	17.02
3YD WILL CALL	22.12
4YD WILL CALL	27.20
6YD WILL CALL	34.23
8YD WILL CALL	41.72
EXTRA CAN	1.04
EXTRA YARDAGE	4.21
1YD CONTAINER RENT	2.40
2-1YD CONTAINER RENT	4.79
1.5YD CONTAINER RENT	3.59
2YD CONTAINER RENT	4.79
3YD CONTAINER RENT	7.21
4YD CONTAINER RENT	9.60
6YD CONTAINER RENT	14.41
2-6YD CONTAINER RENT	28.83
8YD CONTAINER RENT	19.23
GATE CHARGE	9.27
DELIVERY CHARGE	31.67
RETURN TRIP	7.54
ROLL OUT CHARGE	10.31
LOCK CHARGES	15.83
CLEANING/SANITIZING	25.71
TREE CHARGE	5.34

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EXHIBIT B
Rates and Charges

CITY OF Clark Fork effective 5/1/04

	Haul Rate	Rent
	Rate	Rate
27 YARD	107.63	71.25
30 YARD	119.59	71.25
40 YARD	159.46	71.25
15 YD COMP.	142.54	0
25 YD COMP.	142.54	0
30 YD COMP.	142.54	0
40 YD COMP.	142.54	0