

ORIGINAL

AGREEMENT

This document shall serve as the "letter agreement" authorized by PCC 8.31.050 B.

Effective Date: upon receipt, by the Solid Waste Division, of the signed letter

Termination: December 31, 2011, provided the City remains a party to the Pierce County Disposal System and Pierce County continues to allocate a percentage of the solid waste tipping fee to the Credit.

If the City discontinues its waste disposal relationship with Pierce County, this Agreement terminates upon the date upon which the City exits the system.

If the County chooses to reduce (or discontinue) the allocation of a percentage of the solid waste tipping fee to the Credit, this Agreement terminates with 90 days notice from the County to the City.

Tonnage Limit: The City shall be eligible to deliver 35 tons of Litter and Clean-Up Waste annually. This tonnage figure will be reviewed annually and may be adjusted based upon how much credit-eligible tonnage was disposed in previous years. The tonnage figure may also be adjusted if the County changes the percentage of the solid waste tipping fee to the Credit. The County will notify the City in November if there is to be a change in the following year.

Disposal Site: Litter and Clean-Up Waste shall be delivered to the Hidden Valley Transfer Station during regular business hours.

Delivery Method: All Litter and Clean-Up Waste will be delivered by the City of Fircrest using its own vehicles OR through its solid waste collection contract with University
Westside Disposal Services, INC. ~~Place Refuse~~. In order to have Litter and Clean-Up Waste "charged" against the litter credit, a copy of this Agreement must be shown to disposal site personnel. Determination as to whether the delivered waste meets the definition of Litter and Clean-Up Waste shall be made by Disposal Site personnel and shall be final. Waste not meeting the definition of Litter or Clean-Up Waste shall be accepted at the Disposal Site at the posted fees. Litter and Clean-Up Waste must be segregated from other waste materials in order to be eligible for handling through the credit.

Pierce County Litter and Clean-Up Waste Disposal Credit
City of Fircrest
March 20, 2002

By filling in the requested information, and signing below, the City of Fircrest identifies its official liaison with the County for the Litter and Clean-Up Waste Disposal Credit, acknowledges receipt of Chapter 8.31 of the Pierce County Code, and accepts the terms and conditions regarding the disposal of litter and clean-up waste as contained in Chapter 8.31 of the Pierce County Code and this letter

Liaison Name: Neil Holden Phone: 253-564-3212
Title/Position: Project Manager Fax: 253-566-8592
Address: Westside Disposal e-mail: _____
Service, INC
2815 Rochester Rd W
University, WA 98466

AGREED TO:

Name (printed) Susan Clough
Name (signed) *Susan Clough*
Title City Manager
Date 04/10/02

Keep a copy of this letter for your files and place copies in any vehicle used for litter disposal.

Return the original to the Pierce County Solid Waste Division in the enclosed self-addressed stamped envelope.

The County will provide a copy of this letter to Pierce County Recycling, Composting and Disposal d/b/a LRI, the County's disposal vendor, for its files.