

## **POSSIBLE MOTION**

**I move to** authorizing the Municipal Administrator to execute Amendment No. 2 to Extend the Refuse Collection Agreement between the CBS and Alaska Pacific Environmental Services Sitka, LLC.

---

## MEMORANDUM

---

**To:** Cheryl Westover, Mayor and Assembly Members  
Jim Dinley, Municipal Administrator

**From:** Michael Harmon, Public Works Director *MH*  
Gary Baugher, Maintenance and Operations Superintendent *GB*

**Reviewed:** Jay Sweeney, Finance Director *JS*  
Tammy O'Neill, Contract Coordinator *TO*

**Date:** 3/21/2012

**Subject:** Refuse Collection Agreement

---

### **Background**

The City and Borough of Sitka entered into an agreement with Alaska Pacific Environmental Services in April of 2000 for the Refuse Collection, by way of a competitive bidding process. This agreement was amended to extend their agreement in April of 2007, and is due for renewal in April 2012.

### **Analysis:**

Alaska Pacific Environmental Services is an excellent and reliable contractor and they are performing very well. They are very responsive to the needs of the community and any issues that arise are quickly addressed. They have vision and are flexible towards looking at possible additional services as addressed in attached letter to the City and Borough of Sitka regarding extending their contract. Extending the contract to match the expiration of the larger Regional Disposal Company (Rabanco) Contract will provide better flexibility to bid these contracts together in the future. There will be no changes to the existing contract as all provisions addressed in the Original Contract (April 1, 2000) and Agreement Amendment number one (February 14, 2007) will remain in effect through Agreement Amendment number two.

### **Fiscal Note**

This is a fundamental contract extension with no fiscal changes at this time. The contract annual expense is currently just under \$700,000 depending on the quantity of waste collected. The current FY12 Solid Waste Fund Budget has sufficient flexibility to be able to absorb this extension through the current fiscal year. This contract will continue to have an annual CPI adjustment that may warrant revisiting the Solid Waste Fund revenues in future fiscal budget years.

### **Recommendation:**

Authorize the Administrator to extend Amendment No.2 to extend the Refuse Collection Agreement with Alaska Pacific Environmental Services, LLC.

Attorney

# Alaska Pacific Environmental Services I, LLC

<b>Juneau</b> <i>Arrow Refuse</i> 5211 Stark St Juneau, AK 99801 (907) 780-7800	<b>Ketchikan</b> <i>Tongass Sanitation</i> PO Box 7701 Ketchikan, AK 99901 (907) 225-5561	<b>Dutch Harbor</b> <i>Williwaw Services</i> PO Box 920417 Dutch Harbor, AK 99692 (907) 581-1538	<b>Nome</b> <i>Andersen Services</i> 120 East 1 <sup>st</sup> Street Nome, AK 99762 (907) 443-5590	<b>Sitka</b> <i>Stragier Sanitation</i> 220 Smith Street Sitka, AK 99835 (907) 747-5669
---	---	--	--	---

February 14, 2012

City and Borough of Sitka  
100 Lincoln Street  
Sitka, AK 99835

Via Personal Delivery and Regular Mail

Attn: Michael Harmon, P.E.  
Public Works Director

Re: *"Refuse Collection Agreement" dated April 1, 2000 ("Agreement"), amended in February 2007 by Amendment No. 1., Assigned to Alaska Pacific Environmental Services, Sitka, LLC DBA Stragier Sanitation ("Stragier")*.

Dear Mr. Harmon,

Thank you for taking time to meet with us February 2<sup>nd</sup> regarding Sitka's solid waste issues. Based on our discussions during that meeting, Stragier hereby requests that the Agreement be extended for a period of approximately three years to align the expiration date with the transfer station contract between the City of Sitka and Regional Disposal Company, under which, Stragier is a subcontractor.

Aligning the expiration dates of the two contracts benefits both the City and Stragier. The functions of collection, loading and transfer are closely related and are better coordinated by a single contractor. Any opportunities that create efficiencies within the collection system are likely to benefit the City in the form of lower bid proposals in the future.

On another matter, assuming the above extension is considered, Stragier would like to work with the city to improve or expand solid waste services currently offered under the current contract. First, we'd like to analyze the current system of recycling collection to determine if a curbside co-mingled program would work better. Curbside comingled collection should significantly increase volume and diversion. We think it may be possible to implement such a program at a minimal cost to the city by eliminating duplicate systems and by taking advantage of a spread between the diversion cost and the disposal cost.

Second, we'd like to explore a proposal to install bear resistant lids on all containers within certain high-risk service areas. Bear resistant lids, along with proper public education and enforcement can make a significant difference in reducing bear problems. APES would propose to take a leadership role in the education effort as we have significant experience with this issue.

Third, and again in the interest of efficiency, we would propose to change the types and sizes of containers offered to customers. At the very least we would like the city to consider eliminating certain containers that are no longer in production or are difficult or inconvenient to service. We would propose

Mr. Michael Harmon, PE  
City and Borough of Sitka  
February 14, 2012

Page 2 of 2

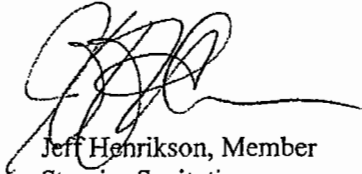
to replace them with containers more compatible with our automated collection equipment and more convenient to the customer.

Fourth, in areas where bear resistant containers are not necessary we can provide an option for wind resistant gravity locked containers. Gravity lock containers will not spill trash when knocked over by wind or animals and they now have an easy to use knob to open the container. Wind resistant containers will help to keep the city cleaner after a storm, reduce lost route time for the collector, and reduce inconvenience to customers.

Assuming you have some interest in the above mentioned, we will need some time to analyze and prepare specific options for your review but we hope to have a basic proposal to you by the end of April. Keep in mind that the options discussed above can be implemented system wide or by ala carte subscription. We can also run pilot programs if the city thinks it would be more appropriate.

If you can think of any other way Stragier may be of service, feel free to call us anytime. Please know that we appreciate the opportunity to serve the residents of Sitka, and we look forward to your decision regarding the extension.

Regards,



Jeff Henrikson, Member  
Stragier Sanitation  
Alaska Pacific Environmental Services

**AMENDMENT NO. 2 TO EXTEND  
THE REFUSE COLLECTION AGREEMENT  
BETWEEN THE CITY AND BOROUGH OF SITKA  
AND ALASKA PACIFIC ENVIRONMENTAL SERVICES SITKA, LLC**

City and Borough of Sitka ("Municipality") and Alaska Pacific Environmental Services Sitka, LLC ("Collector"), collectively referred to as "Parties," agree to modify the Refuse Collection Agreement between CBS and Stragier Sanitation Services, Inc., entered into on April 1, 2000 ("Agreement"), as amended on February 14, 2007, and as assigned with Assembly approval by Stragier Sanitation Services, Inc. to Alaska Pacific Environmental Services Sitka, LLC on November 13, 2007. The Parties agree to modify and amend the Agreement by this Amendment No. 2 To Extend The Refuse Collection Agreement Between The City And Borough Of Sitka And Alaska Pacific Environmental Services Sitka, LLC ("Amendment No. 2") as follows (new language underlined; deleted language stricken):

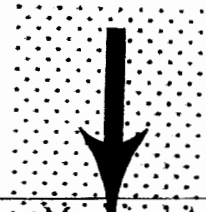
1. Section 2 of Agreement: Replace this Section with the following:

The term of this Agreement shall expire February 23, 2015, the same date as the Agreement Between Regional Disposal Company And City And Borough Of Sitka Regarding Transfer Station Operations And Solid Waste Transportation And Disposal Services. ~~unless the Municipality notifies the Collector of its desire to extend this Agreement for one year by providing written notice to the Collector not less than sixty (60) days prior to the expiration of the Agreement term or any one-year extension, and the Collector concurs.~~

All other provisions of the Agreement that are not modified by this Amendment No. 2 or any prior amendment shall remain in full force and effect.

This Amendment No. 2 shall be attached to the Agreement as an appendix.

**SIGN  
HERE**



**CITY AND BOROUGH OF SITKA**

\_\_\_\_\_  
James Dinley, Municipal Administrator

STATE OF ALASKA            )  
  ) ss.  
FIRST JUDICIAL DISTRICT    )

On this \_\_\_\_ day of \_\_\_\_\_, 2012, JAMES DINLEY, MUNICIPAL ADMINISTRATOR of the City and Borough of Sitka, Alaska, a municipal corporation organized under the laws of the State of Alaska, signs this document on its behalf, and affirms by signing this document to be authorized to sign on its behalf, and does so freely and voluntarily.

\_\_\_\_\_  
Notary Public for Alaska  
My Commission Expires: \_\_\_\_\_

**ALASKA PACIFIC ENVIRONMENTAL  
SERVICES SITKA, LLC**

\_\_\_\_\_  
Jeff Henrikson, LLC Member

STATE OF ALASKA            )  
  ) ss.  
FIRST JUDICIAL DISTRICT    )

On this \_\_\_\_ day of \_\_\_\_\_, 2012, Jeff Henrikson, LLC Member of Alaska Pacific Environmental Services Sitka, LLC, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, signs this document on behalf of the Alaska Pacific Environmental Services Sitka, LLC, and affirms by signing this document to be authorized to sign on behalf of Alaska Pacific Environmental Services Sitka, LLC, and does so freely and voluntarily.

\_\_\_\_\_  
Notary Public for Alaska  
My Commission Expires: \_\_\_\_\_

**AMENDMENT NO. 1  
TO THE REFUSE COLLECTION AGREEMENT  
BETWEEN THE CITY AND BOROUGH OF SITKA  
AND STRAGIER SANITATION SERVICES, INC.**

The City and Borough of Sitka ("Municipality") and Stragier Sanitation Services, Inc. ("Collector"), collectively referred to as the "Parties", previously entered into a refuse collection agreement on April 1, 2000 ("Agreement"). The Parties amend and modify the Agreement by this Amendment No. 1 To The Refuse Collection Agreement Between The City And Borough Of Sitka And Stragier Sanitation Services, Inc. ("Amendment No. 1). Nothing in this Amendment No. 1 supersedes, voids, or modifies the existing Agreement, except as specifically provided in this Amendment No. 1 as follows:

- 1. Section 1 of Agreement: Replace the second paragraph of this Section with the following:

Payment to the Collector shall be made on or before the last day of the month following the month in which services are performed.

- 2. Section 2 of Agreement: Replace this Section with the following:

The term of this Agreement shall expire April 1, 2012, unless the Municipality notifies the Collector of its desire to extend this Agreement for one year by providing written notice to the Collector not less than sixty (60) days prior to the expiration of the Agreement term or any one-year extension, and the Collector concurs.

- 3. Section 4 of Agreement: Amend the first two paragraphs of this Section as follows (new language underlined; deleted language stricken):

The Collector shall provide all labor, materials and equipment, required to collect refuse in accordance with this Agreement. All refuse shall be delivered to the Solid Waste Transfer Station located at Jarvis Street, or alternate location designated by the Public Works Director ~~Municipal Waste-to-Energy Plant (WTE) or Solid Waste Transfer Station~~ between the hours of 8 a.m. and 4 p.m., Monday through Saturday. Deliveries of refuse shall be scheduled to allow sufficient time for the Transfer Station ~~plant~~ operator to remove the previous delivery from the tipping floor.

Should the Transfer Station ~~WTE Plant~~ become inoperable all refuse shall be delivered to the transfer station or the Sitka Landfill or alternate site identified by the Public Works Director ~~solid waste landfill~~.

- 4. Section 5 of Agreement: Add the following provision at the end of the Section:

The Municipality and the Collector shall meet no later than April 2010 to negotiate a fee for reduced collection frequency, if the Municipality has adopted a policy permitting reduced collection frequency.

5. Section 20 of Agreement: Amend this section as follows (new language underlined; deleted language stricken):

The Collector shall twice weekly, collect and deliver the contents of the Municipal litter barrel containers to the ~~Incinerator~~ or Transfer Station or alternate site identified by the Public Works Director for the amount stated in Attachment "A".

6. Attachment "A" of Agreement: Amend this Attachment regarding the "MINIMUM CHARGE PER MONTH" from \$8.08 to \$10.75, effective April 1, 2007. The current minimum charge per month for a container collected is \$9.49, based on the CPI adjustment to this charge as provided in Section 3 of the Agreement.

All other sections of the Agreement that are not modified by this Amendment No. 1 shall remain in full force and effect.

This Amendment No. 1 shall be attached to the Agreement as an appendix.

CITY AND BOROUGH OF SITKA  
(Municipality)

By: [Signature]  
John Stein  
Administrator

STRAGIER SANITATION SERVICES, INC.  
(Collector)

By: [Signature]  
Noel F. Stragier

STATE OF ALASKA )  
)ss:  
FIRST JUDICIAL DISTRICT )

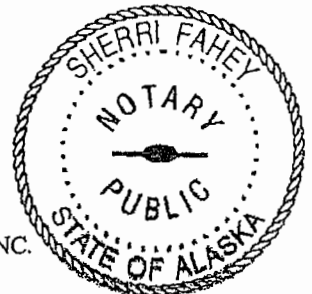
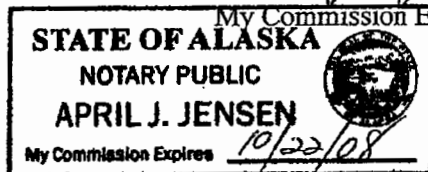
STATE OF ALASKA )  
)ss:  
FIRST JUDICIAL DISTRICT )

On this 14th day of February, 2007, personally appeared before me JOHN STEIN, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who states under oath by signing this document that he has the authority as Administrator for the City and Borough of Sitka to sign on its behalf, and does so freely and voluntarily.

On this 9 day of Feb, 2007, personally appeared before me NOEL F. STRAGIER, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who states under oath by signing this document that he has the authority to sign on behalf of Stragier Sanitation Services, Inc., and does so freely and voluntarily.

[Signature]  
Notary Public for Alaska  
My Commission Expires:

[Signature]  
Notary Public for Alaska  
My Commission Expires: 2-25-2010





REFUSE COLLECTION AGREEMENT

THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of April 2000 by and between the CITY AND BOROUGH OF SITKA (a municipal corporation) organized under the laws of the State of Alaska, hereinafter referred to as the "Municipality" acting through the Administrator, or his authorized representative, and

STRAGIER SANITATION SERVICES, INC.  
504 DeGroff Street  
Sitka, AK 99835

hereinafter referred to as the "Collector",

WITNESSETH:

WHEREAS, the Assembly of the City and Borough of Sitka have made the collection and disposal of refuse mandatory; and

WHEREAS, it is deemed in the best interest of the Municipality that the collection of refuse be done by a private collector, and

WHEREAS, the Collector has agreed to act as collector of said refuse;

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, IT IS HEREBY AGREED by and between the parties hereto, as follows:

1. The Municipality shall make payment to collector in accordance with the schedule attached hereto and marked Attachment "A" which is hereby made part of this agreement.

Payment to the Collector shall be made on or before the 15<sup>th</sup> day of the month following the month in which services are performed.

2. The term of this Agreement shall be for a seven-year period beginning April 1, 2000 and ending March 31, 2007, unless the Municipality notifies the Collector in writing as hereinafter provided, not less than sixty (60) days prior to the expiration of the term or any one-year extension thereof of its desire to extend this Agreement for one year, and the Collector concurs.
3. The fees and/or compensation payable to the Collector for subsequent years of the term hereof, shall be adjusted annually upward or downward to reflect changes in the cost of services. The change shall be based upon fluctuations in the consumer index published by the U.S. Department of Labor, Bureau of Labor Statistic, for the United States as a whole (January to January). Beginning on April 1, 2001 and continuing every year thereafter, the fees and/or compensation to the Collector shall be increased or decreased in a percentage amount equal to the net percentage change in the said index.

4. The Collector shall provide all labor, materials and equipment, required to collect refuse in accordance with this agreement. All refuse shall be delivered to the Municipal Waste to Energy Plant (WTE) or Solid Waste Transfer Station between the hours of 8 a.m. and 5 p.m., Monday through Saturday. Deliveries of refuse shall be scheduled to allow sufficient time for the plant operator to remove the previous delivery from the tipping floor.

Should the WTE Plant become inoperable all refuse shall be delivered to the transfer station or the solid waste landfill.

Refuse shall be collected daily except Sundays, Thanksgiving Day, Christmas Day, and New Year's Day. Refuse shall be collected on all other holidays. Holiday refuse shall be collected the following day unless it is on Sunday, in which case it shall be collected on Monday. The Collector shall give public notice to this effect over radio and in the newspaper.

5. The Collector agrees to furnish and provide sufficient labor, equipment and material to collect, haul and dispose of all refuse required to be collected and disposed of by the provisions of the Municipal Code, Section 9.08 of the City and Borough of Sitka and the Customer Service Policy, which are attached hereto and marked Attachment "B". The City and Borough of Sitka reserves the right to modify the Municipal Code, Section 9.08 or the Customer Service Policy from time to time.

Refuse shall be collected at least once a week on a regular schedule so that each area is picked up on the same day and at approximately the same time to allow residents to prepare for refuse collection, or on such other schedules as may be reasonably set by the City and Borough of Sitka. Some customers require more than one time per week refuse collection.

The Municipality desires to offer solid waste customers the option of using one 32-gallon container, one or more 90-gallon containers, or one or more 350-gallon containers.

The Collector will service garbage containers primarily from curb or alley locations. Backyard collection will continue to be provided for residents who are physically unable to place containers at the curb or alley.

The Collector will provide initial and replacement cans and commercial containers for garbage collection that match each customer's subscribed service level.

Customers may choose a specific size container for garbage collection and retain the option of requesting additional containers or requesting special pick-ups for an additional charge.

Customers wishing more than one time per week collection shall be provided the service by the Collector.

The Collector shall notify Sitka whenever a Customers collection volume or frequency exceeds the Customers base service.

The Collector's equipment shall be suitable for use in Sitka taking into account the tight areas in which the equipment will be required to maneuver. The Collector is advised not to utilize equipment with long wheel bases. Equipment shall not leak liquid picked up with refuse.

The Collector shall maintain in service a 4-wheel drive vehicle for collecting refuse where steep, narrow, gravel driveway negotiation is required.

The Collector shall at all times have operable backup equipment. It shall be considered a material breach of this contract for the Collector to be without sufficient operating equipment to adhere to the designated schedule.

6. The Collector shall not commence work under the Contract until he has obtained all insurance required under the following subparagraphs, and until such insurances have been approved by the Municipality.

Insurance limits and amounts and Collector's Insurance Certificate are attached hereto and marked Attachment "C".

The Collector hereby agrees to save the Municipality harmless from all loss, injury or damage occasioned to it or to any third person or property by reason of any acts or omissions on the part of the Collector, agents, and employees in the performance of the Contract and will, after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the Municipality its officers and employees by any third person alleging injury by reason of such acts of omissions and will pay any judgement which may be obtained against the Municipality its officers and employees in such suit. This defense and indemnity shall be provided to the Municipality, its officers and employees to the full extent allowable under AS 45.45.900.

The Collector shall promptly pay all proper charges and claims for damages to persons or property occasioned by the activities of the Collector in collecting, hauling, or disposing of such refuse.

7. Payments made by the Municipality under this Agreement shall be conditioned upon the satisfactory performance by the Collector of all obligations imposed by the Municipal Code, Section 9.08 and the Customer Service Policy, this agreement, and any rules and regulations promulgated by the City and Borough of Sitka, concerning the collection, hauling and disposal of refuse, and said payments also shall be conditioned upon the payment by the Collector of all claims for wages, labor or materials furnished to the Collector with respect to his duties hereunder.
8. The Collector shall perform all work required hereunder in a workmanlike manner with due regard to public health and safety and shall replace all containers upon racks or stands, if any be provided, and shall clean up any spill caused by the Collector, from any containers.

The judgement and decision of the Director of Public Works, as to whether work done under this provision complies with requirements hereof shall be conclusive and final, subject to appeal to the Administrator and then to the Assembly.

The operations of the Collector shall be subject to the inspection of the Director or his authorized representative at all times.

9. Disorderly, intemperate, or incompetent persons must not be employed, retained, or allowed upon the work covered by this agreement. Any employee of the Collector who neglects or refuses to comply with the instructions of the Director of Public Works, or his authorized representative, shall be discharged and shall not thereafter be re-employed without the consent of the Public Works Director.
10. The Collector agrees to place empty containers in locations that do not impede access by physically challenged persons, motor vehicles or City street maintenance equipment.
11. Certain municipal facilities shall be serviced daily at no direct cost to Sitka. Contractor costs to service these locations shall be considered incidental to other contract pay items.

### No Cost Service Locations

Location	No. Containers	Size (Gallons)	Frequency	Comments
City Hall	1	350	Daily	Or as needed
Library	3	90	Daily	Or as needed
Centennial Building	2	350	Daily	Or as needed
Animal Shelter	1	350	Daily	Or as needed
City/State Building	1	350	Daily	Or as needed
Firehall	2	350	Daily	Or as needed
Senior Center	2	350	Daily	Or as needed
Hospital	2	350	Daily	Or as needed
Electric Department	3	350	Daily	Or as needed
Central Garage	2	350	Daily	Or as needed
<b>HARBORS</b>				
Crescent	9	350	Daily	Or as needed
Sealing Cove	6	350	Daily	Or as needed
ANB	4	350	Daily	Or as needed
Grid	1	90	Daily	Or as needed
Port Office	5	90	Daily	Or as needed
Old Thomsen	4	350	Daily	Or as needed
New Thomsen	6	350	Daily	Or as needed
Work Float	1	350	Daily	Or as needed
Lightering	2	90	Daily	Or as needed

Daily service at the above locations is considered incidental to other contract items. Contractor shall monitor the No Cost Service Locations on a daily basis. One-per-day pickups will be considered incidental. Additional pickups at these locations will be paid at the contract unit prices.

Contractor shall not charge Sitka for additional pickups if container is empty at a No Cost Service Location. Sitka agrees to pay for empty containers at these locations only if the pick is the primary, daily service pickup.

12. The Collector shall not assign or sublet the whole or any portion of the work required under this contract without having first obtained the written consent of the City and Borough of Sitka to do so, and in no event shall the Collector be released from the responsibility and obligation under this Agreement.

All terms and conditions of this agreement are considered material, and failure to perform any of said conditions on the part of the Collector shall be considered a breach of said agreement. Should the Collector fail to perform any of said terms or conditions, the Municipality shall have the right to terminate the agreement, after ten (10) days' notice in writing to the Collector of the violation of the agreement and the failure of the Collector to remedy the violation within said time.

If a violation recurs within 30 days, the contract may be terminated by the Municipality without giving further notice. If the contract is terminated the Municipality shall have the right to utilize the Contractor's equipment to collect refuse until such time that an arrangement can be made with another Collector, the Municipality obtains its own equipment, or 180 days whichever comes first. The Municipality will pay the Collector a fair and equitable fee for the use of his equipment based on the average lease fee for similar equipment.

The Collector shall maintain a telephone number and answering service to receive messages about refuse collection and contract administration. The answering service shall be checked at a minimum, after noon and before 2:00 p.m. each working day. All messages shall be responded to immediately upon receipt. This telephone number shall be listed under all Municipal listings in the telephone directory.

13. The Collector shall at all times provide a bank certificate of deposit in the amount of \$25,000 payable to the City and Borough of Sitka. Interest shall accrue in this deposit over the term of the contract. If the contract is terminated, Sitka shall utilize the deposit to operate the Collector's equipment. The deposit and all accrued interest shall be returned to the Collector if the contract is successfully completed without termination.
14. The Collector shall be required to pick up containers of up to 2 C.Y. in size. To calculate the number of units in a container the following formula shall be used:

One 35-gallon refuse can equals one unit.  
5.77 units equals one cubic yard.

The size of container shall be established by the rating of the container unless verification is requested by the customer in which case the volume of such container shall be calculated by actual measurement.

The Collector shall maintain all existing and new refuse containers in operating condition with attached, closing lids. Any container damaged by the Contractor's operation shall be repaired or replaced. Replacement containers shall be considered incidental to other contract payments.

Residential containers shall be designed to resist dislocation and spillage by wind or animals. Residential containers shall have wheels and be easily towed by hand.

15. The Municipality intends to use diligence in enforcing all ordinances and regulations pertaining to the obligations of owners and occupants under this agreement.


16. The Collector shall at all times supply the Municipality with the name, address and telephone number of a person who shall be responsible for receiving and remedying complaints on a 24-hour daily basis, which person shall have full knowledge of routes and procedures necessary to operate the collection facilities.

If the above person is unavailable, or incapacitated for any reason, save actual emergency, he shall prior to unavailability nominate another person to have full responsibility during his absence and to give the Municipality prior notice of such person's name, address, and phone number, before each period of absence or incapacity. A breach of this provision shall be deemed material and subject this agreement to immediate cancellation in the discretion of the Municipality.

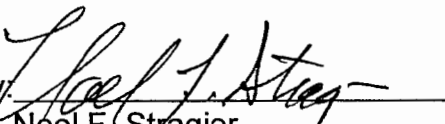
17. If for any reason refuse is not collected on schedule by the Collector, the Municipality reserves the right, in addition to any other remedies, to pick up and remove all uncollected refuse, and to bill the Collector for the actual costs of collection, including all indirect costs such as depreciation and administrative overhead. In lieu of billing, the Municipality reserves the right to deduct such costs from any funds due the Collector.
18. During the first 6 months of this contract the contractor shall monitor the collection of refuse. Based on the results of monitoring the contractor shall adjust his routes in a manner that delivers a uniform quantity of refuse each day to the incinerator or Transfer Station. Sufficient notice shall be given to the public of any changes in collection time.
19. The Collector shall store and maintain his equipment in an area which is properly zoned for such purpose. The area shall be large enough to efficiently store and maintain equipment.
20. The Collector shall twice weekly, collect and deliver the contents of the Municipal litter barrel containers to the Incinerator or Transfer Station for the amount stated in Attachment "A".

IN WITNESS WHEREOF, the Municipality and the Collector have executed this Refuse Collection Agreement the day and year first above written.

CITY AND BOROUGH OF SITKA

By:   
Gary Paxton, Administrator

STRAGIER SANITATION SERVICES, INC.

By:   
Noel F. Stragier

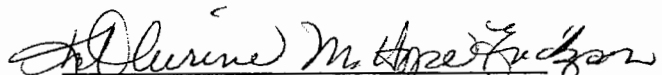
STATE OF ALASKA )

) SS

FIRST JUDICIAL DISTRICT )

On this 2nd day of March, 2000, there personally appeared before me, a Notary Public in and for the State of Alaska, Gary Paxton, who in my presence executed the above agreement and he acknowledged to me that he had the full authority as the Administrator of the City and Borough of Sitka, Alaska, so to do and that he signed said contract freely and voluntarily of and as his own free will and act and as the free act of said Municipality, and that he had signed said agreement for the purposes state therein.

IN WITNESS WHEREOF, I have affixed my signature and seal on the day and year above written.

  
Notary Public - Alaska

My Commission Expires: 24 July 00



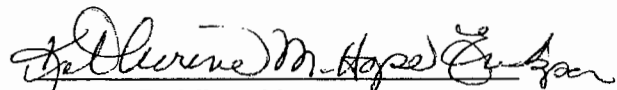
STATE OF ALASKA )

) SS

FIRST JUDICIAL DISTRICT )

On this 10<sup>th</sup> day of February, 2000, there personally appeared before me, a Notary Public in and for the State of Alaska, Noel F. Stragier, who in my presence executed the above statement and he acknowledged to me that he signed said contract freely and voluntarily of and as his own free will and act and that he had signed the contract for the purposes stated therein, and that he so signed for such purposes on behalf of Stragier Sanitation Services, Inc., as the duly authorized representative of Stragier Sanitation Services, Inc., so to do.

IN WITNESS WHEREOF, I have affixed my signature and seal on the day and year above written.

  
Katherine M. Hayes  
Notary Public - Alaska

My Commission Expires: 24 July 00

REFUSE COLLECTION CONTRACT  
4/1/2000 to 4/1/2007

ATTACHMENT "A" - Payment Schedule

MINIMUM CHARGE PER MONTH:	\$8.08
First twenty (20) units per month:	2.97
Next (10) units per month:	2.69
Next (10) units per month:	2.42
Next (10) units per month:	2.16
Next (10) units per month:	1.90
Balance units per month:	1.62

SPECIAL REQUEST:

Ninety (90) gallons:	\$17.40
350 gallons:	38.50
Municipal Litter Barrel Containers (Approximately 46)	\$12.18 each per month
Sitka Spring Cleanup	\$50.00 per ton

REFUSE COLLECTION CONTRACT  
4/1/2000 to 4/1/2007

ATTACHMENT "B"

SITKA GENERAL CODE – Chapter 9.08

SITKA CUSTOMER SERVICE POLICY – Solid Waste and Refuse

Note: Sitka reserves the right to change Chapter 9.08 of the General Code or the Customers Service Policy from time to time.

REFUSE COLLECTION CONTRACT  
4/1/2000 to 4/1/2007

ATTACHMENT "C"

INSURANCE REQUIREMENTS

The Contractor shall at all times during the term of this Contract maintain an insurance policy that meets the following requirements:

1. Workman's Compensation in the amounts required by the State of Alaska.
2. Commercial General Liability including:
  - \$2,000,000 General Aggregate
  - \$1,000,000 Personal Injury
  - \$1,000,000 Each Occurrence
  - \$ 500,000 Fire Damage
3. Business Automotive Liability
  - \$1,000,000 Bodily Injury and Property Damage per person
  - \$2,000,000 Bodily Injury and Property Damage per occurrence
4. The City and Borough of Sitka shall be named as an Additional Insured on all policies.
5. The Insurance Certificates shall be provided by the Contractor prior execution of the contract by Sitka.