



Date: November 3, 2014
Board of County Commissioners
Teton County Courthouse
150 Courthouse Drive
Driggs, Idaho 83422

Dear Board of County Commissioners,

The purpose of this letter is to seek Board Approval for a temporary repeal of the increase in household waste fees at the County Transfer Station for Voorhees Sanitation until such time that Voorhees Sanitation is approved to increase the disposal portion of the residential and commercial solid waste rate to compensate for the change in fees.

Respectfully Yours,

Todd Hanson
District Manager
Voorhees Sanitation, LLC



10-year Contract Extension Proposal for the Collection and Hauling of Landfill Bound Waste and Recyclables

Planning Success of Improved Waste Resource Management

With a new stage of community development upon us, waste resource management is an essential segment of community services. Significant opportunities to improve financial benefits for Teton County residents through each VSL's & RAD's well established systems are apparent. With a renewed contract containing identified goals, our organizations look forward to being vested partners in the future of Teton Valley Idaho and its people.

Historic Financial & Community Improvement Facts

- ✓ Teton County Cost Reduction - *\$72/ton Net Cost for LBW vs. \$20/ton Cost Recyclables*
- ✓ Local Job Creation - 5 Recycling collection jobs at RAD
- ✓ Investment in Improved Infrastructure by the Community and County - Bailer in 2010
- ✓ Creation of Locally Owned & Operated Tax-Paying Businesses
- ✓ Track record of Increased service options for both LBW & Recycling

Highlights and Community Benefits Associated with Contract Extension

Termed Exclusivity allows community leaders and members to:

- Monitor progress in achieving community goals efficiently and effectively
- Gauge Investment & Operational Planning for both parties based on commitments
- Regulate Service Costs
- Preserves control on standards of service provision – Health & Safety Welfare
- Manages Impact on Road & Bridge by limiting the heavy truck traffic flow

New Contract Performance Requirements:

- 5% required increased diversion per commodity – **Addendum A: Diversion Metrics & Financial Values**
- Increased Service Choices - Combined Recycling & LBW Hauling Service Options & Frequencies

Why RAD & Voorhees:

- Reduced Rates for Recycling
- One bill for Customers with a single point of contact for residents and County for all services
- Existing operational infrastructure with a local taxpaying labor force
- Reduced Fees & Increased # of Service Options– **See Addendum B: Service Options & Fee Schedule**
 - o Fee Decrease for recycling services
 - o Additional Opportunity to Decrease Fees for LBW services – guaranteeing a CPI for the first 4 years of a 10-year contract.

Why Not Other Service providers:

- IMMEDIATE SAVINGS - extending with a hauler that is currently under contract provides the ability to meet, develop programs and a contract that meets the County's goals without using time & money to write a RFP or to hire consultants.
- Initial capital investment needed by other companies to start a new contract with the County would severely limit the ability to control the cost of their services.

Operational Service Overview

Proposed Joint Services - Please read through the below services with the understanding that we intend to collaborate with stakeholders to have a gauged roll out of increased service options.

New and Combined Service Options

72 Current Combined Service Options:

**If 65-gallon waste hauling containers are added: 102 service options*

Analysis and stakeholder collaboration will identify the best initial service combination options offer. We will initiate public surveying efforts to determine the next service options and combos to release, which allow hauling operators to consider added operational costs for infrastructure expansion and changes.

(Addendum B Shows Current & Potential Service Options and Rates)

Recycling – RAD

**Currently provides 6 different Service Options which compliment current waste hauling service options*

Residential Service Options: (2) 18-gallon Locking Lid Bins + cardboard

1/month Residential

2/month Residential

Weekly Residential

Business Bins (up to 5) 30-gallon cans/bins + cardboard

1/month Business

2/month Business

Weekly Business

Landfill Bound Waste Hauling – Voorhees

**Currently provides: 12 different Service options*

**If 65-gallon bins are included immediately: 17 service options*

Residential

Bin Size Options

Current Residential Bin Option – 96-gallon

Potential Residential Bin Option – 65-gallon

Service Frequency Options

1/month

Every Other Week

Weekly – 1 bin

Weekly – 2 bins

Weekly – 3 bins

Bear Proof Weekly

Bear Proof Every Other Week

Business

Bin Size Options

Dumpster

Service Frequency Options

Weekly – 1 Dumpster

Weekly – 2+ Dumpsters

Twice Per Week – 1 Dumpster

Twice Per Week – 2+ Dumpsters

Service Option Details

- **Residential Landfill Bound Waste**

We propose to offer 95 and 65-gallon residential carts for MSW. **Increased frequency options** of service would be weekly, bi-weekly and monthly collection. Bear proof containers will only be offered in the current 95-gallon size. All customers with bear proof carts will be serviced weekly or bi-weekly.

- **Commercial Landfill Bound Waste**

The current program for Commercial Solid Waste would continue unchanged.

- **Debris Box Service for LBW**

The current Debris Box service would continue unchanged unless directed by the County. Voorhees has the ability to modify the current system to accommodate source separated construction debris to increase recycling.

- **Residential Curbside Recycling**

RAD's Curbside Recycling services to residential customers will continue as is and be modified as necessary per increased volumes. Frequency of service would be weekly, bi-weekly and monthly collection.

- **Commercial Recycling**

RAD's Commercial Recycling services to residential customers will continue unchanged. Voorhees and RAD will jointly assess the need to provide a Commercial Recycling route with specialty services and infrastructure at locations where this type of service would be easier for the customer and more operationally efficient.

Operational Enhancements

- **Billing**

Voorhees Sanitation will process all customer billing. A single bill for all solid waste and recycling services will be produced and managed by Voorhees Sanitation. Voorhees Sanitation will handle customer inquiries for all billing issues.

- See Addendum B for decreases in fees and basic service option fees

- **Single Point of Contact for Residents**

Residents will have the benefit of being able to call one phone number for any service related issues for solid waste or recycling. Voorhees Sanitation has the ability to utilize the customer service representatives in the Idaho Falls office for assistance with heavy call volumes.

- **Service Issues: Customer Satisfaction & Community Communications**

Complaint System Organization & Operation

*Written and recorded complaints can be included in the quarterly reporting

- Should a customer or a member of the community complain, our customer service representative Enters details describing the situation and Details our response into the notes section of the database associated with that customer.
- Work orders are produced when a task is needed for the resolution of the problem.
- Permanent record on the account. Notes and work orders cannot be deleted.
- Reports of missed pickups will be addressed immediately
- All responses will be a reflection of County guidelines and responsive customer service will add notes to the customer's account.
- When a representative learns of a missed pickup, he/she will offer to return a truck to the area as soon as possible or take additional volume the following service day if return-pick up is declined.

- **Quarterly Reporting and Record Provision**

Records

Maintain records in a format that facilitate flexible use of data to structure reports as needed for among other things:

- Number of subscribers per service option and associated revenue
- Total quantity of material collected, transferred, recycled, processed and/or disposed through each program and service, by material type.
- Evaluate past and expected progress towards achieving the County's diversion goals and objectives.
- Determine needs for adjustments to the program.
- Facilities, equipment and personnel used equipment maintenance and repair.

Reporting

Annual and Quarterly Reports

- Number of subscribers by type of service as of the last day of the preceding quarter
- Revenue during the preceding quarter for services provided under the Contract.
- Tons transported at the designated disposal/processing facility
- Summary of service complaints for the preceding quarter based on a complaint log.
- Narrative summary of problems encountered with recommended actions by the Contractor or County
- Other information or reports that the County may reasonably request or require.

- **Starting New Service Options**

Voorhees Sanitation and RAD will collaborate to deliver both solid waste and recycling containers to new residential customers. Voorhees and RAD will develop a new resident information packet to be delivered with their new containers. The information will include instructions for the recycling and landfill-bound waste program. Additionally, the resident or business will be given contact information for the county and the cities within Teton County. Instructions on how to properly dispose of house hold hazardous material, motor oil, batteries etc. will be included in the packet.

- **Residential Curbside Recycling**

RAD's Curbside Recycling services to residential customers will continue unchanged.

- **Increased Community Outreach and Education**

An annual contribution of \$2,000 will be made to Teton Valley Community Recycling to help fund an increase in the community education to enhance participation in the new solid waste/recycling program.

Transition Plan

- **Determine Customer Service Levels Interest**

Survey outreach in the form of postcards, electronic messaging, social media, marketing, advertising and the use of public announcements to garner and understand service level request and interests.

- **Strategic Distribution**

Identify the potentially negative impacts of service changes that will modify resource volumes for all parties

- **Community Outreach About New Services**

Direct mail/ email, summer events, newspapers, social media, personal and mass communications to educate the community on new services and opportunities.

- **Collaborative & Agreed Upon Roll Out plan**

With service level interests identified and cross referenced with geographic location, we will detail a phased plan that allows for proper operational adjustments for hauling and provides the opportunity for assessment and preparation for change in the derivatives of material volumes which may have impact on the operations at the Teton County Transfer Station.

Specific Transfer Station Operational Changes

Any proposed changes in hours that the County are open for discussion. We are confident that we can operate within any guidelines within reason. Some may require minor re-routing. Any proposed changes to hours can be considered, such as extended summer hours on Tuesday instead of Thursday.

- Commercial roll-off containers will not be delivered to Teton County Solid Waste & Recycling on Saturdays.
- Contractor/Collector will be held liable and responsible for the cost of clean up on Teton County Property for spills/contaminations that are a result of contractor's equipment breakdown or contaminated loads.
- Contractor will schedule their delivery of materials to Teton County Solid Waste & Recycling to be on County Property a minimum of 30 minutes before closing time to process/unload their materials in a timely fashion so that overtime is not required by County personnel to close down at the end of the day.
- Contractor/Collector will drop off materials in proper location and do their part in maintaining the areas organized and free of material cross contaminations.
- The Contractor/Collector personnel must abide by all Teton County Solid Waste & Recycling Operation Policies. Contractor personnel must also follow/abide by County's personnel guidance while on County property. If a staff member of the Contractor/Collector does not follow/abide, they will be asked to exit the site and will not be permitted to return.
- Contractor will not be allowed to drop off materials before or after TCSW&R regular hours of operation.

Addressed Community Issues and Concerns

- *Mustang Ranch*

Meeting: VSL met with the Mustang Ranch HOA attorney and the president of the HOA this past Tuesday, May 22, 2014.

Results: All parties were amicable and willing to work out any issues.

Issues: All were in agreement that the issues preventing us from becoming a good neighbor are easily fixed. They understand that we are following DEQ instructions by cleaning the trucks inside the building. The other issues are all housekeeping items. Weed abatement and general appearance of the yard.

Actions: Onsite VSL Management has been directed to start cleaning and organizing the yard and has made arrangements for a landscape contractor to help with the weed issue.

Agreement Terms & Purposes

A 10-year extension will enable Teton County, RAD and Voorhees the appropriate planning time to achieve substantial and consistent improvement to financially viable and beneficial waste resource management.

Conclusion

Waste and resource management is undeniably inherent in all of our daily lives; therefore, waste resource management has an impact on all community members of Teton Valley. This necessitates our responsibility to plan for the best possible outcomes. Our Community is looking for gauged forecasting and assessment that will improve the community economically. In addition, with proper waste resource management we have the unique opportunity of increasing environmental impacts on a grand scale. With a renewed agreement, enhanced by a partnership between Voorhees Sanitation and R.A.D Recycling, our community stands to create jobs in the local market and the local governments will gain improved community approval.

The new contract/franchise should include language that grants exclusivity for the collection of recyclables and specifically name RAD as the hauling provider. Voorhees and RAD will have their own additional internal agreement that defines the responsibilities and rights of this exclusivity. Voorhees and RAD request that the County institute ordinances that protect the exclusive rights of the haulers and have provisions for penalties for parties that violate the exclusive rights.

It is important for the community to understand that exclusivity allows for community leaders and members to best manage the hauling operator's service and achieve waste resource management goals. The longer the term of the Agreement between the haulers and Teton County, the greater the benefits and commitments to improving our services, which will improve waste resource management and increase the economic values for Teton County.

About: Voorhees Sanitation

Voorhees Sanitation has been an integral part of Teton County Idaho for over 25 years. Voorhees currently has contracts with Teton County, The City of Driggs and The City of Teton. We pride ourselves on our commitment to the customers and communities we serve. We demonstrate that by providing superior service at competitive rates.

Voorhees is a subsidiary of Waste Connections, Inc. We are very proud of this. While Waste Connections is a large organization, we are the only large waste services company to specialize in small rural and suburban markets. As a result, our local teams are experts in the markets in which they serve. Further, our Servant Leadership model is built upon a decentralized management structure. As a subsidiary of Waste Connections, we are backed by a publicly traded company with impeccable financial credentials. Our capital requirements to implement this contract are in order. We have the required equipment and staffing levels to fulfill this contract. All of our employees including managers live and work in the markets they serve and decisions are made locally.

Voorhees Personnel

Sharon Shinkle is the Office Manager and the main contact for this contract. Sharon has been a resident of Victor for 25 years. Sharon has 25 years of industry experience started working for Gene Shinkle, the founder of Westbank Sanitation in Jackson WY.

Todd Hanson is the Eastern Idaho District Manger for Waste Connections, the parent company of Voorhees Sanitation. Todd has 21 years experience in the waste industry. His office is in Idaho Falls. His district serves all of Eastern Idaho

Jay Burnside has been a driver for 19 years and has lived in the valley his whole life; he currently lives just outside Teton.

Dave Udy has been driving for Voorhees 3 years. Dave and his wife are lifelong residents of the valley and are currently Driggs residents.

Todd Holm has been driving commercially for 12 years. He has been employed with Voorhees for 1 year and is a Teton County resident.

Ron Vernon is the mechanic. He is a resident of Teton County and been a mechanic for all of his adult life. He has served 5 years in the sanitation industry.

About: R.A.D. (Recycling Alternative Distribution)

Founded in 2010, RAD Recycling is the first and only local Teton Valley Idaho owned and operated curbside recycling pickup service. RAD was founded on the simple premise that the community wanted and needed an organization to provide a service to make recycling an easier and more convenient service available to the public. RAD is dedicated to improving and educating our community about resource management. We are an independent and self-funded debt-free company. RAD currently provides a number of service options to residents and businesses, as well as special service requests based on need.

Historic Impacts & Facts

- Annually Diverted 25+ tractor-trailer loads of recyclable materials
- Created 5 Jobs to collect and manage recyclable materials
- Initiated the recycling programs in all schools in the Valley
- Established transparency on where the recyclables go and what they turn into
- Supported community events - Music on Main, Kotler Ice Arena, Targhee Music Festivals, etc...
- Supported the local economy by patronizing local businesses for all operational needs
- Collaboratively worked with TVCR, Teton County and a variety of community organizations
- Have established solid working relationships with all stakeholders to unify community goals

Vision:

- Improve the convenience of recycling
- Publicize financial & environmental impacts of recycling on our local community
- Educate our community on the effects of recycling and the impacts on our future

Objectives:

- Decrease the volume of waste going to the landfill
- Decrease costs to Teton County by reducing the tonnage hauled to the landfill
- Increase Teton County revenue by providing a consistent clean stream of ready-to-sell recyclable commodities
- Decrease Teton County residents' carbon footprint by motivating residents to support our momentum and recycle in the Valley rather than traveling outside of our county

Values & Ideals:

- Reduce consumption of resources
- Become a 100% carbon neutral company
- Use recycled bins, containers and re-purposed materials to provide our service

RAD Recycling Personnel

David Hudacsko – Co-Founder & Owner/Business Director – 8-year local homeowner, taxpayer, volunteer and advocate for proper community development

Aaron Hamby – Co-Founder & Owner/Operations Director

3 Part-Time Employees - any given time, all of which have been local Teton Valley residents

RESOLUTION NO. _____

A RESOLUTION TO APPROVE AN AGREEMENT FOR RECYCLING AND SOLID WASTE COLLECTION AND DISPOSAL, BY AND BETWEEN VOORHEES SANITATION, L.L.C. ("VSL"), R.A.D. RECYCLING ALTERNATIVE DISTRIBUTION, LLC ("RAD") AND TETON COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF IDAHO, FURTHER AUTHORIZING EXECUTION AND PROVIDING FOR THE EFFECTIVE DATE.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED THAT:

Section 1: The Teton County Board of Commissioners, having reviewed the Recycling and Solid Waste Collection and Disposal Contract, approve said Contract for the recycling and solid waste collection and disposal services, upon the terms and conditions thereof, on behalf of Teton County.

Section 2: That the Chairman of the Board and the Clerk are hereby authorized to execute and attest respectively said Contract on behalf of Teton County.

Section 3: This resolution shall take effect and be in force from and after its passage and approval.

This resolution is duly approved and adopted by the Governing Council of Teton County.

on the _____ day of _____, 2014

TETON COUNTY BOARD OF COMMISSIONERS

By: _____
_____, Chairman

By: _____
_____, Commissioner

By: _____
_____, Commissioner

ATTEST:

_____, Clerk of the Court

RECYCLING AND SOLID WASTE COLLECTION AND DISPOSAL CONTRACT

THIS CONTRACT is made and entered into effective on the 1st day of October 2014, by and between Teton County, a political subdivision of the State of Idaho, hereinafter referred to as "County," Voorhees Sanitation, L.L.C., an Idaho limited liability company, hereinafter referred to as "VSL," and R.A.D. Recycling Alternative Distribution, LLC, an Idaho limited liability company, hereinafter referred to as "RAD".

WITNESSETH:

WHEREAS, the County has authority to provide for the development, maintenance and operation of recycling and solid waste collection and disposal systems, and provides for such systems in the interest of public safety and for the necessary protection of public health and welfare and property and chooses to do so without competitive bidding; and,

WHEREAS, VSL has provided solid waste collection and disposal services for the County and its residents and businesses since 1987, and has shown that it has the resources, experience and expertise necessary to perform such services in a satisfactory manner; and,

WHEREAS, the County desires to enter into an exclusive contract with VSL to provide landfill bound solid waste collection and disposal services and collection of Construction and Demolition Recyclable Materials (as hereinafter defined) and with RAD to provide recyclable material collection, transportation and material management services, all being within the legal and jurisdictional boundaries of the County in accordance with applicable law; and,

THEREFORE, in consideration of the mutual covenants, promises and agreements described and agreed to in finalized and binding version of Exhibits A, B & C and herein, the County, VSL and RAD do hereby covenant and agree as follows:

1. **DEFINITIONS** – Certain terms, as used in this Contract, will be defined as follows, any other term will have its normally considered meaning:

Commercial or Business: Services provided to all other classes of customers, producers or generators of solid waste, Construction and Demolition Recyclable Materials (as defined below) and Recyclable Materials not considered as residential, including, but not limited to: businesses, groups, associations, institutions, governments, subdivisions, development; entities, complexes, services, etc.

Container: Refers to residential 65 gallon carts, 95 gallon carts, 300 gallon tubs, dumpsters, roll-off boxes, compactors or other receptacles, provided by VSL to Customers, used to contain landfill bound solid waste which are intended to be collected for disposal and roll-off containers at construction and demolition sites for VSL's collection of Construction and Demolition Recyclable Materials; and also refers to residential recycling tubs, carts, or any other size receptacles, provided by RAD to Customers, used to contain Recyclable Materials which are intended to be collected by RAD and intended to be transferred to Teton County for approved management.

Construction and Demolition / C&D: Bulky and other waste materials resulting from construction, demolition, remodeling, or repair operations, including such items as: boxes, wood scraps, sheetrock, bricks, roofing materials, insulation, plastic, steel, carpet, branches, etc. Wastes specifically excluded under this contract and excluded under this definition of C&D are wastes typically hauled by dump trucks and/or excavation companies including: asphalt, concrete, dirt, sand, gravel, bark, rock and aggregate, etc.

Customer: Any person, group, entity, business, household, unit, institution, agency, government, building, association or other who: (a) subscribes with VSL for solid waste collection and disposal and/or collection of Construction and Demolition Recyclable Materials via construction or demolition sites; and/or (b) subscribes with RAD for recycling services.

Designated Disposal Site: A waste facility or site where solid waste is deposited, transferred, composted, disposed of, reduced or recovered, such as landfills, transfer stations, incinerators and resource recovery facilities which are licensed or approved for processing or disposal of solid waste by all governmental entities having jurisdiction regarding the regulation of the same, and which has been designated by Teton Co., Idaho as the location for the disposal of solid waste generated within the County.

Disposal Services: Refers to the collection of solid waste and transportation of that collected waste to a designated disposal site.

Hazardous Waste: Any waste, material, substance, chemical or compound defined, declared, designated or regulated as a hazardous, dangerous, extremely dangerous, radioactive or toxic substance by any of the following:

- a. The Federal Solid Waste Disposal Act (42 USC §3251 et seq.), as amended; the Resource Conservation and Recovery Act of 1976 (42 USC §6901 et seq.);
- b. All waste defined, designated or characterized as hazardous, dangerous, extremely dangerous or toxic in the Idaho Hazardous Waste Management Act;
- c. Atomic Energy Act of 1954, et seq.,

or the foregoing as replaced, amended, expanded, or supplemented, or any other applicable laws of similar purpose or effect, and any rules, regulations or policies thereunder, or, other material which any applicable governmental agency or unit having appropriate jurisdiction may determine from time to time is harmful, toxic or dangerous or otherwise ineligible for transfer through, transportation by, or disposal from the site, or any other material which would result in residue being designated as hazardous waste under the above.

Household Garbage: The waste generally produced and discarded by individuals, residences, institutions or businesses for the intention of going to the landfill including, but not limited to: food, scraps, paper, plastics, wrappings, glass, cans, cardboard, corrugated papers, small items, small appliances, yard wastes, etc. Also includes wastes referred to as "garbage".

Construction and Demolition Recyclable Materials: Recyclable materials placed for collection in a container at a construction or demolition site.

Recyclable Materials: Materials produced and discarded by individuals, residences, institutions or businesses with the intention of being recycled, repurposed, or designated for a location other than a landfill including, but not limited to: food, scraps, paper, plastics, wrappings, glass, cans,

cardboard, corrugated papers, small items, small appliances, yard wastes, etc.; provided, however, the term “recyclable materials,” as used herein, shall not include Construction and Demolition Recyclable Materials.

Performance Metrics: A reasonable and measurable goal to divert materials collected from a landfill. Waste diversion is the prevention and reduction of generated waste through source reduction, recycling, reuse, or composting.

Producer or Generator: Any person, business or entity, which produces solid waste, Construction and Demolition Recyclable Materials and/or Recyclable Materials within the County.

Solid Waste or Landfill Bound Solid Waste: All solid or semi-solid waste designated for disposal at the landfill including without limitation: bulky, household, garbage, rubbish, refuse, trash, debris, ashes or swill, newsprint or waste paper, corrugated paper or cardboard, grass/yard clippings, compost, appliances, equipment, furniture, vehicle parts, tires, vegetable or animal wastes, wire, cement, concrete, construction, demolition or other wastes resulting from industrial, commercial, agricultural, institutional and residential activities. Includes material no longer usable by the consumer, producer, owner, or resident of the material but may be recovered by another person. Solid waste may include materials that may have value and thus may be recovered. **No material will be considered Solid waste until discarded, abandoned and placed for collection in a designated VSL container.**

Subscription: Personal, residential, business or commercial customer contracts with: (a) VSL to collect, transport, and dispose of their landfill bound solid waste, C&D or other solid waste and/or to collect construction and demolition recyclable materials, all at rates and upon terms determined by VSL and agreed to by the customer; and/or (b) RAD to collect and process Recyclable Materials at rates and upon terms determined by RAD and agreed to by the customer.

Unacceptable Wastes: Those wastes that are deemed to be prohibited, hazardous, infectious, liquid or otherwise require special handling, permits or precautions for disposal and/or must be handled or disposed of separately from, or may not be commingled with, household garbage. Many of these wastes may be disposed of in a proper manner by contacting VSL and arranging for a special pickup. Such wastes include, but are not limited to: tires, batteries, appliances, white goods, dead animals over 15 lbs., waste oil, automobile or equipment parts, wire, wood, etc.

2. SCOPE OF WORK

2.1 Service Area

The service area will be the legal boundaries of Teton County, Idaho, as it exists on October 1, 2014, excluding the city limits of the cities of Victor, Driggs and Teton. Any jurisdictional conflicts between governmental entities over control of Areas of Impact or annexed or proposed annexation area shall necessitate negotiations and agreement between the parties affected thereby.

2.2 Collection Schedules

Collection services for residential customers by each of VSL and RAD will generally be Monday through Friday during the hours of 6:00 a.m. and 8:00 p.m.,

except for designated holidays, the subsequent make-up days, and special collections days. Collection service for commercial customers by each of VSL and RAD may occur any day of the week, except Sundays, during the same hours. Each of VSL and RAD shall provide customers with the decided upon service frequencies described in Exhibit A.

2.3 Holidays

Each of VSL and RAD will usually not provide collections on the following holidays: New Year; Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. Makeup collection will generally be on the next business day.

2.4 Adverse Weather

If weather conditions create a danger to life, health or property, or make collection impractical or infeasible, VSL and/or RAD may postpone or limit collection to safe areas, until conditions improve or in accordance with VSL and/or RAD respective policies.

2.5 Compliance With Applicable Laws and Ordinances

VSL & RAD respectively agree to comply with all applicable federal, state and local laws, ordinances and regulations related to performance of this contract.

2.6 Subscription - Service Not Mandatory

VSL and RAD will each provide non-mandatory services hereunder to the residents and businesses of the County on a subscription basis. Residents and businesses may decline to use collection services and dispose of their own solid waste, Recyclable Materials Construction and Demolition Recyclable Materials and Recyclable Materials if they so choose in accordance with applicable law and the limitations set forth in this Contract. VSL & RAD will set reasonable rates for the subscribed services.

VSL will deliver an initial monthly invoice to each customer who received services hereunder from both of VSL and RAD during the immediately preceding month. The invoice will include VSL's invoiced amounts for its services and RAD's invoiced amounts for its services. On or before the 3rd day of each month, RAD shall provide VSL with accurate information reasonably needed or requested by VSL relating to the applicable customers (e.g. names, addresses, amounts to invoice, etc.). VSL shall deliver to RAD all amounts it receives from customers in relation to RAD's recycling services hereunder. RAD is solely responsible for paying any and all taxes relating to such amounts.

VSL is consolidating the invoicing for customers in these instances as a convenience to the customers and solely as an administrative function. All amounts received by VSL in relation to RAD's recycling services shall not constitute income to VSL; rather, VSL will merely receive such amounts for the purpose of administrative convenience. VSL shall not be responsible for and shall never be deemed to be making any efforts to collect past due amounts due and owing to RAD. RAD is solely responsible for collecting its own debts and

resolving any disputes relating to amounts invoiced in relation to its services. RAD shall indemnify, defend and hold harmless VSL from any and all claims, lawsuits, causes of action, liabilities, losses or damages (including reasonable and necessary attorney's fees) that may accrue as a result of or relating to RAD's failure to deliver accurate information to VSL or RAD's failure to pay applicable taxes in accordance with this provision. RAD's failure to deliver accurate information to VSL will not create any liability for VSL to RAD.

2.7 Provide Containers

VSL & RAD will each provide appropriate containers to customers based upon the level of service for which the customer subscribes. All landfill bound solid waste is required to be maintained by customers within the provided container at all times. VSL & RAD will each maintain their respective containers in good working order.

2.8 Unacceptable Waste

VSL & RAD will not be required to accept, collect or dispose of unacceptable wastes unless special arrangements are made in advance and VSL and/or RAD agrees to collect and dispose of such wastes.

2.9 Title to Waste

Title to all acceptable solid waste and Construction and Demolition Recyclable Materials shall pass to VSL when collected by VSL from VSL designated containers. Title to all acceptable Recyclable Materials shall pass to RAD when designated as recycling by the current owner in a fashion determined by RAD's collection receptacles & guidelines. Notwithstanding the foregoing, when collection is under the direction of any law enforcement agency or organization for the lawful investigation of alleged unlawful civil or criminal activity, such law enforcement will have the right of title, use and/or possession of waste, Construction and Demolition Recyclable Materials and/or Recyclable Materials collected incident to their investigation. Title to all hazardous, unacceptable, infectious or other potentially harmful or illegal wastes shall remain with the generator (the person or entity who placed such waste out for disposal), unless VSL or RAD accepts for itself responsibility for such wastes in writing. Nothing herein limits any recourse VSL or RAD may have against any waste generator for the unauthorized disposal of any hazardous, unacceptable or prohibited wastes.

Notwithstanding any other term contained herein, VSL and RAD shall have no obligation to collect any materials which are, or which VSL or RAD reasonably believes to be or contain, hazardous, unacceptable, infectious or other potentially harmful or illegal wastes.

2.10 Complaints

VSL & RAD will each maintain regular business hours and will each provide a customer service representative to respond to public inquiries and complaints relating to their respective services. All complaints will be investigated by VSL or RAD, as applicable, in a timely manner.

2.11 Performance

VSL agrees to provide sufficient equipment and manpower to provide its services to customers throughout the County, and agrees to perform every act or service under this Contract in a skillful, competent, safe and workmanlike manner in accordance with recognized standards of the solid waste industry. RAD agrees to provide sufficient equipment and manpower to provide recycling services to its customers throughout the County, and agrees to perform every act or service under this Contract in a skillful, competent, safe and workmanlike manner in accordance with recognized standards of the recycling industry. Each of VSL & RAD reserves and retains the right to refuse service to anyone. Each of VSL & RAD also reserves and retains the right to enter agreements with customers upon terms and conditions satisfactory to VSL or RAD, as applicable, in its sole discretion, as long as such terms and conditions do not contradict the terms and conditions herein.

2.12 Access

Where access to customers is difficult, dangerous or impractical, VSL & RAD reserve the right to use alternative means and/or reasonable accommodations to provide service to those customers, including the use of centralized trash collection or recycling centers or the use of remote containers at accessible locations. These centers or remote locations may include areas designated by subdivisions, homeowners associations and/or County rights-of-way with permission of the County Road & Bridge Department and contain reasonable and necessary accommodations to prevent unauthorized use, litter or animal entry and promote safety.

VSL and RAD will not be required to enter enclosures, gated areas, fenced areas, enclosed structures, buildings or sheds of any kind, to provide their respective services hereunder. Should VSL or RAD agree to enter any such enclosures, it will be only after obtaining from the customer a "Save and Hold Harmless Agreement", "Waiver" or "Release" running in favor of VSL, RAD and the County. VSL & RAD will maintain these original Agreements, Waiver or Release for as long as such service is provided to the customer.

2.13 Recycling Services provided by RAD

RAD shall deliver properly prepared Recyclable Materials furnished to RAD by customers under this Contract to a recycling facility owned and/or operated by Teton County or an affiliate of Teton County or a third party that Teton County chooses; provided, however, that RAD shall not be responsible for and has not made any representation regarding the ultimate recycling of such Recyclable Materials. RAD may require customers to comply with description of and/or procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably required by Teton County. In the event that any Recyclable Materials furnished to RAD are, due to presence of contaminants, rejected by a recycling facility or otherwise are determined by Teton County not to be resalable or to have a reduced resale value, RAD may, in addition to its other remedies, require the applicable customer to pay RAD additional charges for hauling, processing and/or disposal of such materials.

2.14 Construction and Demolition Site Recycling Services by VSL

VSL shall deliver properly prepared Construction and Demolition Recyclable Materials furnished to VSL by Construction and Demolition site customers under this Contract to a recycling facility owned and/or operated by Teton County or an affiliate of Teton County or a third party that Teton County chooses; provided, however, that VSL shall not be responsible for and has not made any representation regarding the ultimate recycling of such construction and demolition recyclable materials. VSL may require customers to comply with description of and/or procedures with respect to removal of contaminants or preparation of construction and demolition recyclable materials as reasonably provided by Teton County . In the event that any Construction and Demolition Recyclable Materials furnished to VSL are, due to presence of contaminants, rejected by a recycling facility or otherwise are determined by Teton County not to be resalable or to have a reduced resale value, VSL may, in addition to its other remedies, require the applicable customer to pay VSL additional charges for hauling, processing and/or disposal of such materials.

3. CONTRACT TERMS

3.1 Length of Contract

The term of this Contract will commence on October 1, 2014 and will expire on September 31, 2024. Upon VSL & RAD's written agreement, the County may extend the contract for additional periods according to the same terms and conditions set forth under this Contract. It is intended that the Parties will work in good faith to extend the contract for one or more additional terms of ten years. Any amendments to the provisions of this Contract must be mutually agreed upon by the County, VSL & RAD and be in writing.

3.2 Performance Metrics and Goals

Through outreach and increased service options that promote the participation in the recycling program, achieve a 5% increase in materials diverted from the landfill compared to 2013.

3.3 Exclusivity

VSL shall have the exclusive right to provide landfill bound solid waste collection, transportation and disposal services and the exclusive right to collect, transport and transfer all Construction and Demolition Recyclable Materials within the County. RAD shall have the exclusive right to provide for the collection, transportation & transfer services for all Recyclable Materials within the County, except as to construction and demolition recyclable materials. The County will not permit, license, hire, contract with, grant a franchise or otherwise allow any other person, group, company, development, association or entity to engage in the business of said solid waste collection, transportation or disposal services or recycling services, or provide solid waste or recycling service to any producer or generator of solid waste or recyclable material, including collection, transportation or disposal services, whether for-profit or not-for-profit, within the

County, during the term of this contract. Residents and businesses may not hire, use, contract with, or create any other person, business or entity for the collection, transportation or disposal of landfill bound solid waste or for the collection, transportation or transfer of construction and demolition recyclable materials other than VSL during the term of this Contract without the express written consent of VSL. Residents and businesses may not hire, use, contract with, or create any other person, business or entity for the collection, transportation or disposal of Recyclable Materials other than RAD during the term of this Contract without the express written consent of RAD, except as to VSL's exclusive rights concerning construction and demolition recyclable materials. This limitation specifically prohibits subdivisions, developments, homeowner's associations and the like, from creating their own garbage collection, transportation and disposal systems or recycling systems for the benefit of themselves, members or their homeowners.

The County may, in its sole discretion, enforce the exclusivity provisions of this Contract against third-party violators, taking into account the cost of doing so and other factors. Each of VSL & RAD may independently enforce the exclusivity provisions of this Contract against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and the County shall use good-faith efforts to cooperate in such enforcement actions brought by VSL and/or RAD. The County shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of this Contract, including, without limitation, the exclusive service rights granted to each of VSL & RAD pursuant to this Contract.

3.4 **Insurance**

Each of VSL & RAD will at all times during the term of this Contract, maintain in full force and effect their own insurance with the following minimum coverages: General (Public) Liability and Automobile Bodily Injury and/or Property Damage Insurance, combined single limit, in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate; all statutorily required insurance with statutory limits such as Workman's Compensation and State Unemployment; and Umbrella Liability in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate. In addition, VSL shall maintain Pollution Legal Liability in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

3.5 **Designated Disposal Site / Transfer Station**

The County shall have the right and the responsibility to designate the disposal site, transfer station or recycling facility to which Solid Waste and Recyclable Materials collected throughout the County must be transported. For the duration of this Contract, the following transfer station is designated as approved for VSL's delivery of landfill bound solid waste and RAD's delivery of Recyclable Materials generated within the County as long as the County publicly identifies the material purchaser, the processor, processor's location and the product the materials will be made into: Teton County Transfer Station located at 1088 Cemetery Road, Driggs, ID 83422. In the event the County designates a disposal site or transfer station other than the one listed herein, the parties will negotiate in

good faith to agree on increased rates associated with increased costs incurred by VSL and/or RAD as a result of the designation.

3.6 **Indemnification**

Each of VSL & RAD and its employees are independent contractors and are not, under this contract, the employees, or agents of the County. Further, nothing herein shall be construed as creating a partnership or joint venture between VSL and RAD. Additionally, the employees of VSL and the employees of RAD shall remain employed by their respective employers and shall not constitute employees of the other entity.

VSL agrees to hold harmless, indemnify and defend the County and RAD from any and all liability, loss or damage to the extent arising from any negligent act or omission or willful misconduct on the part of VSL, its agents, assigns or subcontractors in the performance of VSL's obligations hereunder.

RAD agrees to hold harmless, indemnify and defend the County and VSL from any and all liability, loss or damage to the extent arising from any negligent act or omission or willful misconduct on the part of RAD, its agents, assigns or subcontractors in the performance of RAD's obligations hereunder.

3.7 **Consideration**

As consideration for the above-stated exclusive Contract, VSL agrees to pay an annual fee to the County of five percent (5%) of the payments actually received by VSL from its residential, commercial and roll-off customers for landfill bound solid waste collection and disposal services within the service area covered by this Contract, including the physical and legal boundaries of Teton County, Idaho as it exists at the time of the execution of this Contract, with modifications which may occasionally occur to those boundaries due to such events as annexation of property in or out of the County; provided, however, this consideration specifically and expressly excludes: (a) any payments or revenues from any customers located within the legal boundaries of any incorporated city located within Teton County, Idaho or any other VSL customer located outside the boundaries of Teton County, Idaho; (b) any payments or revenues received by VSL in relation to its Construction and Demolition Recyclable Materials collection services; and (c) any payments or revenues relating to RAD's services. Notwithstanding anything herein to the contrary, VSL shall have the exclusive right to collect all Construction and Demolition Recyclable Materials within the service area covered by this Contract, shall deliver such Construction and Demolition Recyclable Materials to a person or entity of its choosing, and shall retain all proceeds relating thereto.

The amount owed by VSL as consideration shall be based upon the payments received by VSL for landfill bound solid waste, as described above, during the County fiscal year beginning October 1 and ending September 30, commencing with the effective date of this Contract and continuing annually through the end of said Contract. Such consideration will be paid to the County in quarterly

payments, and such amounts due must be paid in full no later than December 31 following the close of the County fiscal year.

As consideration for the above-stated exclusive Contract, RAD agrees to allow the County to sell any Recyclable Materials at a market price to a processor that publicly identifies their material processing location and methods and publicly acknowledges the materials produced from the collected recyclable materials. This will be applicable to any materials collected and transferred in title from RAD to the County. VSL shall not have any obligation to pay or deliver to the County any portion of amounts billed or received in relation to RAD's recycling services.

The materials transferred in title as consideration shall be based upon the total materials collected by RAD, during the County fiscal year beginning October 1 and ending September 30, commencing with the effective date of this Contract and continuing annually through the end of said Contract. Such consideration in the form of title to Recyclable Materials will be transferred on any regularly scheduled County Transfer station operational day.

3.8 **Disposal Rates**

All three Parties recognize that providing high quality landfill bound solid waste and recyclable material collection services within the Service Area is both expensive and difficult due to the very high cost of equipment and manpower as well as the challenges of a rural valley with high elevation, lack of infrastructure and paved roads, as well as a small population base with large numbers of transient and seasonal homeowners/customers and few businesses.

VSL & RAD are obligated to set and charge reasonable rates for their respective services at all times. All three Parties agree that the Board of County Commissioners must approve any service rate increases for county customers during the term of this Contract. Furthermore, the Parties agree that rates will not be reduced below those in effect at the time of this Contract execution, and future periodic increases will be allowed to reflect changes in operating costs, tipping fees and other disposal costs, wages and benefits, equipment needs, inflation, cost-of-living, government regulation, consideration for contracts, and other concerns, while allowing an adequate margin of profit to be earned. Approval of such requested periodic rate increases by the Board of County Commissioners shall not be unreasonably withheld, conditioned or delayed. The proposed service options and rates are hereby submitted for review, acceptance and activation at an agreed upon later date. Service Options and Rates are reflected on Exhibit A attached hereto and incorporated herein by this reference.

In addition to the foregoing, each of VSL's and RAD's rates shall be adjusted annually, upon approval of the Board of County Commissioners, effective on the anniversary of the Effective Date each year during the Term, equal to the annual average increase of the Consumer Price Index – All Items – for the West Region (the "CPI") during the most recent twelve (12) month period. Thus, if the CPI increased three percent (3%) during the most recent twelve (12) month period,

then Contractor's rates would be subject to a three percent (3%) increase effective as of the first day of the next annual period. In the event the CPI index is no longer published, the parties hereto shall confer in good faith to select an alternative index and shall confirm their agreement on a substitute index in writing. If the parties are unable to agree on a substitute index, either party may submit the selection of the substitute index to binding arbitration before a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. All percentages shall be computed to the third decimal place and the change in Contractor's rates shall be calculated to the nearest cent (\$.01). Approval of annual CPI rate increases by the Board of County Commissioners shall not be unreasonably withheld, conditioned or delayed.

3.9 Pavement

The County warrants that the pavement, curbing or other driving surfaces under its control which is reasonably necessary for VSL and RAD to provide the services described herein are sufficient to bear the weight of all of VSL's & RAD's equipment and vehicles reasonably required to perform its services. VSL & RAD will not be responsible for damage to any such pavement, curbing, or other driving surfaces, except to the extent caused by VSL's or RAD's negligence or willful misconduct in which case VSL or RAD, as the case may be, will be responsible for its own negligence or willful misconduct.

4. MISCELLANEOUS PROVISIONS

4.1 Jurisdiction and Venue

This Contract will be governed by and construed in accordance with the laws of the State of Idaho, with venue in Teton, Co., Idaho.

4.2 Binding on Successors and Assigns

This Agreement is binding upon and will inure to the benefit of, the parties hereto and their respective successors, heirs and assigns. If VSL or RAD assigns its interest in this Contract, the County shall have the right to approve the assignee, subject only to adequate assurances of ability to perform the said Contract. Such approval shall not be unreasonably withheld.

4.3 Severability

If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions herein will not be affected and will remain in full force and effect.

4.4 Force Majeure

Neither party will be liable to the other for any delay in, or failure of, performance of such obligations hereunder, except as may be specifically provided herein, when performance of such obligations is prevented or delayed by Acts of God, fire, explosion, accident, flood, earthquake, epidemic, war, riot, rebellion or injunctions.

4.5 Entire Agreement

This Contract constitutes the entire agreement and understanding between the parties relating to the subject matter herein; provided, however, VSL and RAD may enter into additional agreements relating to this Contract. No prior written or oral statement or proposal will alter any term or provision of this Contract. This Contract will not be considered modified, altered, changed or amended in any respect unless done in accordance with this Contract, reduced to writing, and signed by the parties hereto. Any finding by a court of competent jurisdiction that any part or provision of this Contract is unconstitutional or invalid, will not invalidate any other provision hereof.

4.6 Prior Agreements

This Contract supersedes any and all prior agreements between the parties for solid waste disposal services and/or recyclable material services.

4.7 Relationship of the Parties

Notwithstanding anything herein to the contrary, the parties hereto agree that the obligations, responsibilities and liabilities of each of VSL and RAD shall be several, not joint, and separate and distinct. VSL shall not be responsible for RAD's acts or omissions and RAD shall not be responsible for VSL's acts or omissions.

4.8 Breach, Suspension and Termination for Cause

If during the term of this Contract a party shall be in breach of any provision of this Contract, the complaining party may suspend its performance hereunder until such breach has been cured or terminate this Contract as to the breaching party; provided, however, that no termination of this Contract shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Contract as to such breaching party by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice. However, notwithstanding anything herein to the contrary: (a) in the event RAD fails to timely cure a breach relating to its obligations to the County: (i) the County may terminate this Contract as to RAD; (ii) this Contract will continue in effect between the County and VSL; and (iii) the County and VSL will have no further obligations to RAD following the date of termination, except as to the payment of amounts due and owing in relation to services performed or events occurring prior to the date of termination; and (b) in the event VSL fails to timely cure a breach relating to its obligations to the County: (i) the County may terminate this Contract as to VSL; (ii) this Contract will continue in effect between the County and RAD; and (iii) the County and RAD will have no further obligations to VSL following the date of termination, except as to the payment of amounts due and owing in relation to services performed or events occurring prior to the date of termination.

4.9 Subcontractors

Upon approval of the Board of County Commissioners, each of VSL & RAD may use each other or subcontractors to perform certain aspects of the services

described herein. Such approvals shall not be unreasonably withheld, condition or delayed.

(Signature Page Follows)

The County, by and through its County Commissioners, and VSL by and through its Division Vice President, and RAD by and through its Owners have executed this Contract in duplicate originals, to be effective on the 1st day of October, 2014, notwithstanding the date executed by the parties hereto.

PASSED BY THE COUNTY COMMISSIONERS OF TETON COUNTY, IDAHO, this ____ day of _____, 2014.

COUNTY OF TETON, IDAHO:

ATTEST:

_____, Commissioner

_____, County Clerk

_____, Commissioner

_____, Commissioner

VOORHEES SANITATION, L.L.C.

By: _____
Jeff Brewster, Division Vice President

R.A.D. RECYCLING ALTERNATIVE DISTRIBUTION, LLC

By: _____
David Hudacsko, Co-Owner

By: _____
Aaron Hamby, Co-Owner

Exhibit A

Rates Effective October 1, 2014

&

Variable Metric Based Rate Options Effective Date TBD based on Operation planning and carrying capacity of existing systems

Exhibit B

Waste Diversion Performance Goals and Metrics
(Provides metric based objectives of this relationship)

Exhibit C

Hauling Contract Proposal

Exhibit A Service Options & Fee Schedule

	Rate		Combined Rate		Rate		Combined Rate	
	0% Reduction	20% Reduction	10% Reduction	20% Reduction	15% Reduction	20% Reduction	15% Reduction	20% Reduction
Weekly - 65-gal - LBW								
36gal+C Res Monthly	\$ 25.66	\$ 25.66	\$ 25.66	\$ 25.66	\$ 25.66	\$ 25.66	\$ 25.66	\$ 25.66
36gal+C Res Every Other Wk	\$ 20.00	\$ 45.66	\$ 43.66	\$ 41.66	\$ 17.00	\$ 16.00	\$ 17.00	\$ 16.00
36gal+C Res Weekly	\$ 25.00	\$ 50.66	\$ 48.16	\$ 46.91	\$ 21.25	\$ 20.00	\$ 21.25	\$ 20.00
150gal+C Biz Monthly	\$ 48.00	\$ 73.66	\$ 68.86	\$ 66.46	\$ 40.80	\$ 38.40	\$ 40.80	\$ 38.40
150gal+C Biz Every Other Wk	\$ 35.00	\$ 60.66	\$ 57.16	\$ 55.41	\$ 29.75	\$ 28.00	\$ 29.75	\$ 28.00
150gal+C Biz Weekly	\$ 50.00	\$ 75.00	\$ 70.66	\$ 68.16	\$ 42.50	\$ 40.00	\$ 42.50	\$ 40.00
Every Other Week - 65-gal LBW								
36gal+C Res Monthly	\$ 17.19	\$ 17.19	\$ 17.19	\$ 14.61	\$ 14.61	\$ 14.61	\$ 14.61	\$ 17.19
36gal+C Res Every Other Wk	\$ 20.00	\$ 37.19	\$ 35.19	\$ 31.61	\$ 17.00	\$ 16.00	\$ 17.00	\$ 16.00
36gal+C Res Weekly	\$ 25.00	\$ 42.19	\$ 39.69	\$ 35.86	\$ 21.25	\$ 20.00	\$ 21.25	\$ 20.00
150gal+C Biz Monthly	\$ 48.00	\$ 65.19	\$ 60.39	\$ 55.41	\$ 40.80	\$ 38.40	\$ 40.80	\$ 38.40
150gal+C Biz Every Other Wk	\$ 35.00	\$ 52.19	\$ 48.69	\$ 44.36	\$ 29.75	\$ 28.00	\$ 29.75	\$ 28.00
150gal+C Biz Weekly	\$ 50.00	\$ 67.19	\$ 62.19	\$ 57.11	\$ 42.50	\$ 40.00	\$ 42.50	\$ 40.00
Monthly - 65-gallon - LBW								
36gal+C Res Monthly	\$ 11.71	\$ 11.71	\$ 11.71	\$ 9.95	\$ 9.95	\$ 11.71	\$ 9.95	\$ 11.71
36gal+C Res Every Other Wk	\$ 20.00	\$ 31.71	\$ 29.71	\$ 26.95	\$ 17.00	\$ 16.00	\$ 17.00	\$ 16.00
36gal+C Res Weekly	\$ 25.00	\$ 36.71	\$ 34.21	\$ 31.20	\$ 21.25	\$ 20.00	\$ 21.25	\$ 20.00
150gal+C Biz Monthly	\$ 48.00	\$ 59.71	\$ 54.91	\$ 50.75	\$ 40.80	\$ 38.40	\$ 40.80	\$ 38.40
150gal+C Biz Every Other Wk	\$ 35.00	\$ 46.71	\$ 43.21	\$ 39.70	\$ 29.75	\$ 28.00	\$ 29.75	\$ 28.00
150gal+C Biz Weekly	\$ 50.00	\$ 61.71	\$ 56.71	\$ 52.45	\$ 42.50	\$ 40.00	\$ 42.50	\$ 40.00
Weekly - (1) 95-gal - LBW								
36gal+C Res Monthly	\$ 28.02	\$ 28.02	\$ 28.02	\$ 23.82	\$ 23.82	\$ 28.02	\$ 23.82	\$ 28.02
36gal+C Res Every Other Wk	\$ 20.00	\$ 48.02	\$ 46.02	\$ 40.82	\$ 17.00	\$ 16.00	\$ 17.00	\$ 16.00
36gal+C Res Weekly	\$ 25.00	\$ 53.02	\$ 50.52	\$ 45.07	\$ 21.25	\$ 20.00	\$ 21.25	\$ 20.00
150gal+C Biz Monthly	\$ 48.00	\$ 76.02	\$ 71.22	\$ 64.62	\$ 40.80	\$ 38.40	\$ 40.80	\$ 38.40
150gal+C Biz Every Other Wk	\$ 35.00	\$ 63.02	\$ 59.52	\$ 53.57	\$ 29.75	\$ 28.00	\$ 29.75	\$ 28.00
150gal+C Biz Weekly	\$ 50.00	\$ 78.02	\$ 73.02	\$ 66.32	\$ 42.50	\$ 40.00	\$ 42.50	\$ 40.00
Weekly - (2) 95-gal - LBW								
36gal+C Res Monthly	\$ 51.75	\$ 51.75	\$ 51.75	\$ 43.99	\$ 43.99	\$ 51.75	\$ 43.99	\$ 51.75
36gal+C Res Every Other Wk	\$ 20.00	\$ 71.75	\$ 69.75	\$ 60.99	\$ 17.00	\$ 16.00	\$ 17.00	\$ 16.00
36gal+C Res Weekly	\$ 25.00	\$ 76.75	\$ 74.25	\$ 65.24	\$ 21.25	\$ 20.00	\$ 21.25	\$ 20.00
150gal+C Biz Monthly	\$ 48.00	\$ 99.75	\$ 94.95	\$ 84.79	\$ 40.80	\$ 38.40	\$ 40.80	\$ 38.40
150gal+C Biz Every Other Wk	\$ 35.00	\$ 86.75	\$ 83.25	\$ 73.74	\$ 29.75	\$ 28.00	\$ 29.75	\$ 28.00
150gal+C Biz Weekly	\$ 50.00	\$ 101.75	\$ 96.75	\$ 86.49	\$ 42.50	\$ 40.00	\$ 42.50	\$ 40.00
Weekly - (3) 95-gal - LBW								
36gal+C Res Monthly	\$ 77.63	\$ 77.63	\$ 77.63	\$ 65.99	\$ 65.99	\$ 77.63	\$ 65.99	\$ 77.63
36gal+C Res Every Other Wk	\$ 20.00	\$ 97.63	\$ 95.63	\$ 82.99	\$ 17.00	\$ 16.00	\$ 17.00	\$ 16.00
36gal+C Res Weekly	\$ 25.00	\$ 102.63	\$ 100.13	\$ 87.24	\$ 21.25	\$ 20.00	\$ 21.25	\$ 20.00
150gal+C Biz Monthly	\$ 48.00	\$ 125.63	\$ 120.83	\$ 106.79	\$ 40.80	\$ 38.40	\$ 40.80	\$ 38.40
150gal+C Biz Every Other Wk	\$ 35.00	\$ 112.63	\$ 109.13	\$ 95.74	\$ 29.75	\$ 28.00	\$ 29.75	\$ 28.00
150gal+C Biz Weekly	\$ 50.00	\$ 127.63	\$ 122.63	\$ 108.49	\$ 42.50	\$ 40.00	\$ 42.50	\$ 40.00
Every Other Week - (1) 95-gal - LBW								
36gal+C Res Monthly	\$ 18.80	\$ 18.80	\$ 18.80	\$ 15.98	\$ 15.98	\$ 18.80	\$ 15.98	\$ 18.80
	\$ 20.00	\$ 38.80	\$ 36.80	\$ 35.80	\$ 17.00	\$ 16.00	\$ 17.00	\$ 16.00

	0% Reduction		10% Reduction		15% Reduction		20% Reduction	
	Rate	Combined Rate	Rate	Combined Rate	Rate	Combined Rate	Rate	Combined Rate
36gal+C Res Every Other Wk	\$ 25.00	\$ 43.80	\$ 22.50	\$ 41.30	\$ 21.25	\$ 40.05	\$ 20.00	\$ 38.80
36gal+C Res Weekly	\$ 48.00	\$ 66.80	\$ 43.20	\$ 62.00	\$ 40.80	\$ 59.60	\$ 38.40	\$ 57.20
150gal+C Biz Monthly	\$ 35.00	\$ 53.80	\$ 31.50	\$ 50.30	\$ 29.75	\$ 48.55	\$ 28.00	\$ 46.80
150gal+C Biz Every Other Wk	\$ 50.00	\$ 68.80	\$ 45.00	\$ 63.80	\$ 42.50	\$ 61.30	\$ 40.00	\$ 58.80
150gal+C Biz Weekly	\$ 75.00	\$ 93.80	\$ 67.50	\$ 86.30	\$ 63.75	\$ 82.55	\$ 60.00	\$ 78.80
Weekly - (1) Bear Proof 95-gal - LBW								
36gal+C Res Monthly	\$ 32.41	\$ 32.41	\$ 32.41	\$ 32.41	\$ 27.55	\$ 27.55	\$ 32.41	\$ 32.41
36gal+C Res Every Other Wk	\$ 20.00	\$ 52.41	\$ 18.00	\$ 50.41	\$ 17.00	\$ 49.41	\$ 16.00	\$ 48.41
36gal+C Res Weekly	\$ 48.00	\$ 80.41	\$ 43.20	\$ 75.61	\$ 40.80	\$ 73.21	\$ 38.40	\$ 70.81
150gal+C Biz Monthly	\$ 35.00	\$ 67.41	\$ 31.50	\$ 63.91	\$ 29.75	\$ 62.16	\$ 28.00	\$ 60.41
150gal+C Biz Every Other Wk	\$ 50.00	\$ 82.41	\$ 45.00	\$ 77.41	\$ 42.50	\$ 74.91	\$ 40.00	\$ 72.41
150gal+C Biz Weekly	\$ 75.00	\$ 107.41	\$ 67.50	\$ 99.91	\$ 63.75	\$ 96.16	\$ 60.00	\$ 92.41
Monthly - (1) 95-gal - LBW								
36gal+C Res Monthly	\$ 12.80	\$ 12.80	\$ 12.80	\$ 12.80	\$ 10.88	\$ 10.88	\$ 12.80	\$ 12.80
36gal+C Res Every Other Wk	\$ 20.00	\$ 32.80	\$ 18.00	\$ 30.80	\$ 17.00	\$ 29.80	\$ 16.00	\$ 28.80
36gal+C Res Weekly	\$ 48.00	\$ 37.80	\$ 43.20	\$ 35.30	\$ 40.80	\$ 34.05	\$ 38.40	\$ 32.80
150gal+C Biz Monthly	\$ 35.00	\$ 47.80	\$ 31.50	\$ 44.30	\$ 29.75	\$ 42.55	\$ 28.00	\$ 40.80
150gal+C Biz Every Other Wk	\$ 50.00	\$ 62.80	\$ 45.00	\$ 57.80	\$ 42.50	\$ 55.30	\$ 40.00	\$ 52.80
150gal+C Biz Weekly	\$ 75.00	\$ 87.80	\$ 67.50	\$ 80.30	\$ 63.75	\$ 76.55	\$ 60.00	\$ 72.80

**NON-EXCLUSIVE FRANCHISE AGREEMENT
FOR COLLECTION AND DISPOSAL OF
MATERIALS IN TETON COUNTY**

This Non-Exclusive Franchise Agreement ("Agreement") is entered into on this _____ day of _____ between Teton County, Idaho ("County") and

("Franchisee") for the services described herein, *in compliance with Teton County Code Chapter _____, "Waste Hauling and Diversion."*

1. Scope and Duration of Franchise.

The initial term of this Agreement shall be two (2) years. This Agreement will automatically renew annually for a period of two (2) years unless terminated pursuant to the terms hereof, so long as Franchisee is not in default of this Agreement and all fees, charges, and other payments are current and all obligations hereunder have been fulfilled.

This Agreement grants the Franchisee the non-exclusive right to collect and dispose of the specific materials as designated below ("Services") within the unincorporated County.

- _____ solid waste in roll-off dumpsters from residential, commercial, and industrial customers
Initial
- _____ recyclable materials
Initial
- _____ construction and demolition recyclable materials
Initial

2. Fee.

In consideration for the Franchisee's right to conduct said activities, Franchisee shall pay a fee according to the terms specified in Attachment "A," attached hereto and incorporated herein by this reference. The franchise fee shall remain fixed during any term or renewal term. However, despite the provision for renewal specified in paragraph 1 above, County may by resolution establish a different franchise fee by adopting same at least sixty (60) days prior to the commencement of a new two (2) year term of this Agreement.

3. Contract Administrator

The Public Works Director for Teton County is designated by the County as its Contract Administrator for this Agreement. All matters concerning this Agreement within the responsibility of the County are under the direction of, or shall be submitted to, the Public Works Director or any employee as the Public Works Director may appoint. County may, in its sole discretion, change its designation of the Public Works Director and shall promptly give written notice to Franchisee of any such change.

4. Guarantee of Code Compliance.

Franchisee hereby agrees, covenants, and promises to comply with all provisions of the Teton County Code, and with all other applicable State, Federal or other agency laws which are in effect or shall become in effect during the course of this Agreement. Failure to so comply shall be grounds for termination of this Agreement.

5. County's Right to Inspect.

Franchisee agrees to allow County to inspect all equipment used in Franchisee's efforts under this Agreement, any materials collected by Franchisee under this Agreement, and the disposal site(s), upon reasonable notice to Franchisee. Inspections shall take place during regular business hours and County shall notify Franchisee in writing of said inspection at least twenty-four (24) hours prior to inspection.

6. Indemnification

Franchisee agrees to indemnify, defend and hold harmless the County and County's officers, agents and employees from and against any and all claims and losses whatsoever arising out of or in any way related to Franchisee's performance under this Agreement, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorney's fees, court costs, investigation costs, and expert's fees) incurred by the County in connection with such claims. "Performance" includes a party's action or inaction or that of that party's officers, employees, agents and employees.

Franchisee's indemnity obligation shall not extend to claims and losses arising solely out of (a) County's sole negligence or willful misconduct or, (b) County's breach of the terms and conditions of this Agreement.

7. Insurance Coverage Requirements.

Franchisee, at its sole cost and expense, shall maintain proof of general liability, workers' compensation and vehicle liability insurance. These policies shall be in full force and effect at all times during the term of this Agreement. Franchisee shall include County as an additional insured on all required policies. The policies shall require insurer to provide County with 30 days advance notice of any cancellation, expiration, non-renewal or reduction in coverage under the policy.

Franchisee shall maintain limits of insurance no less than:
General Liability: \$2,000,000 aggregate and \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Comprehensive General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities related to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

Commercial Auto Liability: \$1,000,000 per accident for bodily injury, including accidental death, and property damage that may arise from operations pursuant to this Agreement.

Workers' Compensation and Employers' Liability Insurance: Workers' Compensation Insurance as required by the Labor Code of the State of Idaho and Employers' Liability limits shall be a minimum of \$1,000,000 per accident.

8. Proof of Insurance.

Prior to execution of this Agreement by the County, Franchisee shall provide proof of all insurance required under Section 7 of this Agreement. Franchisee shall file a new or amended certificate within 30 days after any change is made in any insurance policy that would alter the information of the certificate then on file.

9. Independent Contractor.

Franchisee and its officers, agents and employees, in the performance of activities authorized by this Agreement, are independent contractors in relation to County and not officers or employees of County. Nothing in this Agreement shall create any of the rights, powers, privileges or immunities of an employee of the County. Franchisee shall be solely liable and responsible for all applicable taxes and Social Security taxes, and for all other employee benefits offered to its employees.

10. Compliance with Applicable Laws.

Franchisee, at its sole cost and expense, shall comply with all applicable federal, state and local laws and regulations in effect and which shall become in effect during the term of this Franchise Agreement in performing the activities and providing the services authorized by this Franchise Agreement, as set out in Section 4 hereof, and any other applicable ordinances or laws pertaining to collecting and disposing of solid waste or recyclables. The Franchisee and its employees shall operate and maintain all Collection vehicles and equipment in compliance with all Applicable Law. The Franchisee shall maintain all necessary licenses and registrations, and shall timely pay all fees and taxes, on all vehicles and equipment, as required under Applicable Laws.

11. Solid Waste Collection and Diversion.

A. Diversion of Solid Waste.

1. Franchisee acknowledges that meeting the diversion goals established by this Agreement is of the utmost importance to County.
2. Franchisee shall make reasonable efforts to encourage customers to recycle and reduce waste through Franchisee's implementation of a Solid Waste Diversion Plan (the "Plan").
3. Within 15 business days of the date of this agreement, Franchisee shall obtain written approval of a Plan by the Public Works Director. Until Franchisee has in

place an approved Plan, Franchisee shall not begin any operations authorized under this Agreement.

4. The Plan shall require a diversion of ____%, of the solid waste to be disposed of at the Teton County Transfer Station located at 1088 Cemetery Road, Driggs, ID 83422. ("Transfer Station"). The Plan shall specify the details of diversion including but not limited to, what waste will be diverted, how the waste will be diverted, and how Franchisee will document that the waste was diverted. Contract Administrator shall review the Plan and notify Franchisee of the Plan's approval or rejection. If the Plan is rejected, the Contract Administrator shall provide specifics about the basis for rejection, and Franchisee shall make corrections to the Plan, as required.

5. Franchisee shall comply with the approved Plan throughout the course of this Agreement. Any amendments to the Plan shall be in writing and must be approved by the Contract Administrator prior to implementation. Franchisee shall specify any deviations to the approved Plan in each Monthly Report filed with Contract Administrator. (See Section 19)

6. Within 15 business days of a request from Contract Administrator, Franchisee shall provide the Contract Administrator with records or other documentation, including weigh tickets, invoices, bills of lading, and receipts from Solid Waste Processing Facilities ("Records"), supporting Tonnages in the Diversion Report. If Franchisee does not timely provide requested Records to the Contract Administrator's satisfaction, the Contract Administrator may secure additional Records and conduct an investigation to resolve its questions, the costs for which Franchisee shall reimburse County or Contract Administrator, as applicable. If Tonnages in the Diversion Report differ from Tonnages that Solid Waste Processing Facilities report to the Idaho Integrated Waste Management Board, the Contract Administrator may recalculate the Diversion using the Tonnages reported to the Idaho Integrated Waste Management Board.

- B. Hazardous waste. Franchisee shall implement a hazardous waste screening identification and prevention protocol. If Franchisee inadvertently delivers material to the Disposal facility which is comprised of hazardous waste and Franchisee cannot identify and fails to remove it, Franchisee shall arrange for its proper disposal in accordance with applicable law or cooperate with the facility owner or operator with respect thereto.
- C. Franchisee shall collect and transport waste and recycling between the hours of 6 am and 8 pm. Franchisee shall not collect or transport at other times, unless the Franchisee has received the prior written approval of the Public Works Director. The Franchisee's commercial containers and vehicles shall be securely covered when transporting waste and recyclables. The Franchisee shall immediately pick up and properly process or dispose of any and all material that is spilled by the Franchisee.
- D. All of the trucks used by the Franchisee for the collection of construction and demolition debris shall be marked with the name and phone number of the Franchisee in letters that are plainly visible and at least four inches high. Each commercial container used by the Franchisee for the collection of construction

and demolition debris shall be labeled by the Franchisee.

- E. Before commencing operations in the County, Franchisee shall provide the County with a list of the vehicles used by the Franchisee and the license plate number for each vehicle. The list shall be updated and resubmitted to the County within seven (7) days after the Franchisee adds to or deletes from the fleet of trucks it uses in the County. All of the vehicles used by the Franchisee for transporting construction and demolition debris in Martin County shall be maintained in a good, clean, and safe operating condition.

12. Disposal Facility

Franchisee shall collect and deliver to Transfer Station all solid waste and recyclable materials that are not on the following list of Teton County Solid Waste & Recycling unacceptable materials:

- _____
- _____
- _____
- _____
- _____

Franchisee may only bring material to the Transfer Station during their hours of operation. Franchisee shall pay for disposal of solid waste by Franchisee at the Transfer Station. Franchisee agrees to indemnify, defend, and hold harmless the County, its officers and employees from any claims arising out of Franchisee's use of the Transfer Station, under the terms of Section 6 hereof.

Franchisee shall observe and comply with all regulations in effect at the Transfer Station and cooperate with the operator thereof with respect to operations, including directions to unload collection vehicles in designated areas, accommodating construction and maintenance, and hazardous waste exclusion programs. Franchisee shall at all times operate according to safe industry practices.

13. Bankruptcy.

Franchisee shall immediately notify County in the event that Franchisee ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors. Where such proceedings are not withdrawn or discharged within thirty (30) days, then the County may at its option terminate this Agreement.

14. Prohibition Against Assignment and Subcontracting.

Except as specifically authorized herein, no rights or obligations under this Agreement may be assigned and no duties may be delegated or subcontracted by Franchisee without the prior written consent of the County, and any attempted assignment, subcontracting or delegation without such consent shall be void and will be cause for termination of this Agreement.

15. Severability.

Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this Agreement are declared to be severable.

16. Entire Agreement.

This Agreement is the entire agreement of the parties. There are no understandings or agreements pertaining to this Agreement except as are expressly stated in writing in this Agreement or in any document attached or incorporated herein by reference.

17. Notices.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrators personally, by regular mail, by email, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day notice is personally delivered to the Contract Administrator or the office of the party's Contract Administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's Contract Administrator as indicated in this Agreement, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number or sent by email to the party's email account specified in paragraph 18 of this Agreement, provided that an original of such notice is deposited in the United States mail, addressed to the party's Contract Administrator as indicated in this Agreement, on the same day as the facsimile transmission or email is made.

18. Contact Information -- Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective Contract Administrators for the parties:

COUNTY

FRANCHISEE

19. Reporting Requirements.

Franchisee shall prepare and file reports with the County's Contract Administrator. The reports shall include information regarding the volume and nature of the solid waste and recyclables, the location where the solid waste and recyclables were generated, and information regarding recycling and reuse efforts and compliance with Plan.

Reports shall be filed with the County's Contract Administrator at the end of each quarter and shall be considered delinquent if not received by the 20th of the following month. Failure to file reports timely shall constitute grounds for termination of this Franchise Agreement.

20. Records to be Maintained.

Franchisee shall keep and maintain accurate records of all revenue received under this Agreement. Franchisee shall contractually require that all of Franchisee's subFranchisees performing work called for under this contract also keep and maintain such records. All such records, whether kept by Franchisee or any subFranchisee, shall be made available to County or its authorized representative, or officials of the State of Idaho, for review or audit during normal business hours, upon reasonable advance notice given by County, its authorized representative, or officials of the State of Idaho.

21. Retention of Records.

Franchisee shall maintain and preserve all records related to this Agreement for a period of three years from the close of the fiscal year in which final payment under this Agreement is made. Franchisee shall also contractually require the maintenance of such records in the possession of any third party performing work related to this Agreement for the same three year period. Such records shall be retained beyond the three year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the County notifies Franchisee of the commencement of an audit, or other event requiring retention beyond three years, prior to the expiration of the three year period.

22. Termination.

Either party may terminate this Agreement, with cause, at any time. In order to terminate this Agreement with cause, the terminating party shall give thirty (30) days advance written notice to the other party. In addition, either party may terminate this Agreement without cause, at any time. In order to terminate this Agreement without cause, the terminating party shall give one hundred and twenty (120) days advance written notice to the other party. Termination notices shall be given as specified in Section 17. In the event of termination, Franchisee shall pay County all franchise fees owed up to and including the effective date of termination.

The provisions of Section 23 will also apply to either Party's termination of some but not all of the services designated in Section 1 herein.

23. Waiver.

Waiver by either party of a breach of any covenant of this Agreement will not be construed to be a continuing waiver of any subsequent breach. County's receipt of consideration with knowledge of Franchisee's violation of a covenant does not waive its right to enforce any covenant of this Agreement. The parties shall not waive any provisions of this Agreement unless the waiver is in writing and signed by all parties.

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement as of the date first written above.

TETON COUNTY

FRANCHISEE

By: _____

By: _____

Title: _____

Title: _____

ATTACHMENT "A"

**FRANCHISE FEES FOR SOLID WASTE AND RECYCLABLE COLLECTION
AND DISPOSAL SERVICES IN COUNTY OF TETON COUNTY**

1. FRANCHISE FEE:

For Services provided to residential customers, Franchisee shall make payment to the County of a Franchise Fee of _____ percent (___%) of Franchisee's gross revenue on all Services defined in Section 1 herein. For Services provided to commercial and industrial customers, Franchisee shall make payments to the County of a Franchise Fee of _____ percent (___%) of Franchisee's gross revenue on all Services defined in Section 1 hereof. For purposes of this Agreement, "gross receipts" shall include all income derived by Franchisee from all Services performed in the County under this Agreement including but not limited to special waste services and container rental.

2. PAYMENT SCHEDULE:

Franchisee shall pay the County the above noted franchise fees quarterly. Payment shall be due on the twentieth (20th) day of the month following the prior month ending date. Payments received after the twentieth (20th) day of the month shall be considered delinquent and subject to a \$10.00 a day late fee.