

## AGREEMENT

This document shall serve as the "letter agreement" authorized by Pierce County Code 8.31.050 B.

Effective Date: upon receipt, by the Pierce County Solid Waste Division, of the signed Agreement.

Termination: June 30, 2021, provided the City of Edgewood remains a party to the Pierce County Disposal System and the Pierce County Executive and Pierce County Council continue to allocate a percentage of the solid waste tipping fee to the Credit.

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

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

Tonnage Limit: The City shall be eligible to deliver 208 tons of Litter and Clean-Up Waste annually. This tonnage figure may be reviewed annually and may be adjusted based upon how much credit-eligible tonnage was disposed in previous years. The tonnage figure may also be adjusted if the County changes the percentage of the solid waste tipping fee to the Credit. The County will notify the City in November if there is to be a change in the next year's litter credit tonnage.

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

Delivery Method: All Litter and Clean-Up Waste will either be delivered by the City of Edgewood using its own vehicles OR through its solid waste collection contractor, Murrey's Disposal. In order to have Litter and Clean-Up Waste "charged" against the litter credit, a copy of this Agreement must be shown to disposal site personnel. Litter and clean-up waste shall not include yardwaste, which is currently accepted free of charge at LRI and County-owned facilities. This agreement will be modified if Pierce County discontinues subsidizing free yardwaste disposal.

Determination as to whether the delivered waste meets the definition of Litter and Clean-Up Waste shall be made by Disposal Site personnel and shall be final. Waste not meeting the definition of Litter or Clean-Up Waste shall be accepted at the Disposal Site at the posted fees. Litter and Clean-Up Waste and yardwaste must be segregated from other waste materials in order to be eligible for handling through the credit.

Pierce County Litter and Clean-Up Waste Disposal Credit  
City of Edgewood  
July 27, 2010  
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By filling in the requested information, and signing the attached Agreement, the City of Edgewood identifies its official liaison with the County for the Litter and Clean-Up Waste Disposal Credit, acknowledges receipt of Chapter 8.31 of the Pierce County Code, and accepts the terms and conditions regarding the disposal of litter and clean-up waste as contained in Chapter 8.31 of the Pierce County Code and this agreement.

Liaison Name:

Joe Sect

Phone:

253-952-3299

Title/Position:

Public Works Dir

Fax:

253-952-3537

Address:

2224 104<sup>th</sup> AVE E

City/State/Zip:

EDGEWOOD, WA, 98372

**AGREED TO:**

Name (printed): MARK D. BAUER

Name (signed): 

Date: 8/3/2010

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

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