



Work Session

WS

Milwaukie City Council

COUNCIL WORK SESSION

City Hall Council Chambers, 10501 SE Main Street
& Zoom Video Conference (www.milwaukieoregon.gov)

AGENDA

FEBRUARY 18, 2025

Council will hold this meeting in-person and by video conference. The public may come to City Hall, join the Zoom webinar, or watch on the [city's YouTube channel](#) or Comcast Cable channel 30 in city limits. For Zoom login visit <https://www.milwaukieoregon.gov/citycouncil/city-council-work-session-2>.
Written comments may be delivered to City Hall or emailed to ocr@milwaukieoregon.gov.

Note: agenda item times are estimates and are subject to change.

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|--|------------|
| 1. Solid Waste Franchise System – Discussion (4:00 p.m.) | 14 |
| Staff: Justin Gericke, City Attorney, and
Michael Osborne, Finance Director | |
| 2. Neighborhood Hubs Phase III – Update (5:00 p.m.) | 119 |
| Staff: Laura Weigel, Planning Manager, and
Vera Kolas, Senior Planner | |
| 3. Adjourn (6:00 p.m.) | |

Meeting Accessibility Services and Americans with Disabilities Act (ADA) Notice

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Servicios de Accesibilidad para Reuniones y Aviso de la Ley de Estadounidenses con Discapacidades (ADA)

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Executive Sessions

The City Council may meet in executive session pursuant to Oregon Revised Statute (ORS) 192.660(2); all discussions are confidential; news media representatives may attend but may not disclose any information discussed. Final decisions and actions may not be taken in executive sessions.



CITY OF MILWAUKIE

Memorandum

To: City Council
From: Joseph Briglio, Assistant City Manager
CC: Emma Sagor, City Manager
Date: February 18, 2025
Re: Community Development Department Monthly Update

Community Development, Economic Development, & Housing	Planning	Building	Engineering
<ul style="list-style-type: none"> ▪ Economic Development ▪ Affordable Housing 	<ul style="list-style-type: none"> ▪ Comprehensive Plan Implementation ▪ Planning Commission ▪ Land Use/Development Review 	<ul style="list-style-type: none"> ▪ January Review 	<ul style="list-style-type: none"> ▪ CIP ▪ Traffic/Parking Projects ▪ Right-of-Way Permits ▪ PIP ▪ Document Administration

COMMUNITY DEVELOPMENT/ECONOMIC DEVELOPMENT/HOUSING

Economic Development

- Milwaukie was recently the cover story for the Portland Business Journal - <https://www.bizjournals.com/portland/news/2025/02/05/milwaukie-portland-housing-multifamily-pietros.html>
- [Bobs Red Mill](#) - On February 8, Bob's Red Mill announced that it would be [closing its Retail and Café](#) property on International Way on February 17. The company later [announced on social media](#) that it would be closing its doors on February 12. The closure only impacts its retail and café operations.
 - The property is listed for sale at \$5.95M – [See Flyer](#)
 - Staff has already reached out to a few businesses and developers to help generate interest.
- [The Business of Milwaukie](#), a city-wide business association, launched on November 1 with its "Meet Milwaukie Event" and subsequent Holiday Shopping/Small Business Saturday campaign called "Sip Shop Support."

Downtown:

- Downtown Alliance Milwaukie (DAM) has started meeting regularly and taken the place of the now defunct Downtown Milwaukie Business Association (DMBA). Multiple city staff members have participated in their meetings and discussions and will continue to partner as much as resources allow. The group approved its 2025 priorities, which are as follows:

- Hanging flower baskets sponsored by businesses
- Milwaukie food festival
- Wayfinding signs/poster adoption and downtown 99E signs.
- Utilize private parking lots for weekend events.
- Elk Rock Island Float (Summer)
- Milwaukie Bay Park Support
- Oktoberfest
- Main street holiday lights and decoration contest
- The sale of the Collectors Mall, along with the adjacent store fronts, closed in late summer 2024 and is actively soliciting for new tenants in the vacant spaces: [Updated Lease Flyer](#)
 - Community Development Staff have been in conversations with a number of potential businesses that are considering a lease.
- [Good Measure](#), an artisanal grocer at the northwest corner of Main and Jefferson Street, had its grand opening on January 31 and is now open for business.
- [SaunaGlo](#), a Nordic-style spa along SE Jefferson Street, completed its improvements and held their grand opening on December 6.
- [Moving Forward Staying Present Yoga Studio](#) is going to be taking over 10560 SE Main Street, the former home of Elk Rock Yoga.
- Historic City Hall: [pFriem Beer](#) and [Keeper Coffee](#) announced their new locations at Historic City Hall and the press has been very positive - <https://www.oregonlive.com/beer/2024/03/pfriem-family-brewers-to-open-first-portland-area-taproom.html>
 - The pFriem, Keeper, and Milwaukie flags are flying in front of the building.
 - Henry Point Development has completed the demolition portion of the project as of March 2024. They have approved building permits and anticipate construction completion by the end of January 2025.
 - They are still on track for a Grand Opening in April 2025.
- The Libbie's property is still currently for sale: <https://www.loopnet.com/Listing/11056-11070-SE-Main-St-Milwaukie-OR/31458135/>
- The former Chase Bank property (10900 SE 21st Ave) has been sold. The new owners will be submitting a land use application for a 44-unit residential development.

- [Sewcial Studies](#), a retail fabric store that offers sewing classes and workshops, is now open for business. It took over the old Cloud Pine location on Main Street.
- The prominent corner of Jackson/Main, specifically 10801 SE Main Street (Formerly Sunshine Early Learning Center/Dary Care), will have a new tenant. A business registration has been approved for [B-Side Records & Vintage](#). They will likely open in the spring of 2025.
- [1847 Food Park](#) located at 1925 SE Scott St has begun site work, with an anticipated opening in the Summer.
- Staff were recently notified that [Ovation](#) will be closing its restaurant and is currently seeking interested parties to take over the space. Staff have been actively soliciting new tenants.
- *Milwaukie Station*: All cart spaces are currently occupied.

Milwaukie Marketplace:

- Kimco is in the process of selling the Marketplace. Staff do not know who the buyer is but have learned that the sale should close by the end of February.
- The Rite Aid closed on December 11. It is unclear what Kimco is planning to do next with the site.
- Building permits have been issued to Pietro's Pizza for building renovation plans for the old McGrath's Fish House. It is currently under construction and no opening date is set.
- Shari's Café & Pies has closed. <https://www.oregonlive.com/business/2024/10/struggling-sharis-cafe-pies-closes-additional-locations.html>

Enterprise Zone:

- Portland Polymers, a plastics recycler, is relocating to Milwaukie's north innovation area and recently received approval to take advantage of the North Clackamas Enterprise Zone tax incentives.
- The Overland Van Project was also approved a few months ago. Alpine Foods is in their final application stages and should receive approval soon. Swagelock has withdrawn its interest for now.

Urban Renewal Area Economic Development Programs:

- The Milwaukie Redevelopment Commission Citizen Advisory Committee (MRCCAC) convened in November and January to discuss the draft criteria and provide feedback on the emerging economic development programs.
- Staff presented the MRCCAC recommended program parameters on March 19th to the Milwaukie Redevelopment Commission and launched the programs earlier this month. There is a dedicated webpage with application and overview materials here: <https://www.milwaukieoregon.gov/economicdevelopment/economic-development-business-improvement-grants>
- Staff have executed 10 grant agreements – Decibel, Studio 21, SaunaGlo, Spoke & Word Books, Chan's Steakery, Milwaukie Oddfellows Lodge, Purdy's Auto Service, The Office Bar,

Ovation, and Good Measure Grocery. A few more businesses have been in touch with staff and will likely apply soon.

Affordable Housing

Sparrow Site:

- The city purchased the parcel (“main property”) at the northeast corner of SE Sparrow Street and the Trolley Trail from TriMet for the purpose of land banking to support affordable housing several years ago. More recently, staff received a Metro Brownfields grant to support due diligence for the acquisition of 12302 SE 26th Avenue (“auxiliary property”) from TriMet in order to help rectify access constraints to the main property. The city closed on the 12302 SE 26th Ave (“auxiliary”) property and is considering next steps.
- Staff appeared before council to discuss development goals on September 17, 2024. At that meeting, the council requested additional information about affordable housing ownership models. Staff and council will be discussing home ownership models at its December 10th meeting with Shortstack Milwaukie and Proud Ground.
- On December 10th, the Council held a study session with Jessy Ledesma, founder of Homework Development and developer of Shortstack Milwaukie, to discuss home ownership model for affordable housing. The next step is for council to confirm the Sparrow Site development goals, which is slated to happen on December 17th.
- On January 7, the council adopted the following development goals:
 - Affordable Homeownership models that serve households earning up to 80% Area Median Income (AMI)
 - Unit Mix. Preference for family-size units.
 - Equity in contracting and workforce development.
 - Preservation of tree canopy.
 - Sustainable design.
 - Affirmative outreach.
 - Minimize need for city financing.
 - Project delivery that is as soon as practicable.
- The next step is for the city council to hold a public hearing to designate the properties as surplus, which is slated for the February 18th Regular Session Meeting. Staff will work on replating the property and issue a competitive Request for Proposals (RFP) soon after.

Affordable Housing Code Incentive Package:

- Planning and Community Development staff are working on code amendments targeted toward affordable housing. A work session was held on January 7 with the council that included extensive discussion. Staff will return for another work session with a revised package reflecting the discussion. The next discussion will likely happen in March or early April.

Coho Point:

- The Developer presented an update to the city council during its February 21, 2023, work session and requested a 12-month extension of the Disposition and Development Agreement (DDA) due diligence period because of extenuating circumstances involving supply chain and subcontractor timing issues related to the COVID-19 pandemic. The due diligence period was officially extended to March 31, 2024.

- Staff were notified on May 10, 2023, that Black Rock had submitted the CLOMR to FEMA. The review process typically takes several months, and FEMA has requested additional information from the applicant in September 2023, January 2024, and March 2024. The applicant has 90 days to address FEMA's comments and resubmit. In order to allow for the completion of the CLOMR/FEMA process, the City agreed to a fifth due diligence extension of December 31, 2024.
- Given that FEMA has expanded the scope of the CLOMR, Black Rock and the city agreed to an additional extension through April 2025.

Construction Excise Tax (CET) Program:

- The CET Program was established by the city council in 2017 and codified within chapter 3.60 (Affordable Housing Construction Excise Tax) of the municipal code. The CET levy's a one percent tax on any development over \$100,000 in construction value. In example, a property owner who is building an addition that has an assessed construction value of \$100,000 would have to pay \$1,000 in CET to the city. As development continues throughout the city, the CET fund increases in proportionality.
- The city released its inaugural competitive bid process for CET funds through a formal Request for Proposals (RFP). This resulted in Hillside Park Phase I being awarded \$1.7M (requested \$2M) and the Milwaukie Courtyard Housing Project (Now called Milwaukie Shortstack) with \$300K (requested \$600K).
- On March 7, 2023, the city council authorized the city manager to execute the necessary grant agreements in the amounts listed above. The grants agreements for both projects have been signed and executed, and initial funding disbursements have occurred. Staff will now work with the applicants to ensure that their projects meet the conditions for funding.

PLANNING

Comprehensive Plan Implementation

- Neighborhood Hubs: Following a series of public workshops and an online survey, planning and community development staff moved forward with proposed code amendments and an economic development toolkit for the Neighborhood Hubs project. Council approved the Phase 2 code amendments on [August 6](#). Staff and Council had a discussion about Phase 3 in a work session on November 5. Council provided staff with direction for future work session topics for Phase 3. A work session to discuss Phase 3 has been scheduled for February 18.

Transportation Systems Plan (TSP)

- The TSP kicked off in October 2023. To date, the Technical and Advisory Committees have each met six times, most recently in November to review transportation system needs and gaps. On December 5, twenty-five Milwaukians attended a community open house at the Ledding Library to provide feedback on existing conditions and identified system deficiencies. The Technical and Advisory Committees are scheduled to meet in February to continue discussing gaps in the transportation system. City Council and Planning Commission are receiving updates on the project in February and March.

Planning Commission

- HR-2024-002: A Type III application to allow exterior modifications to the home at 1920 SE Waverly Dr, which is listed as a Significant Historic Resource. The public hearing with the Planning Commission was held on December 10th and was continued until January 28th, 2025 and again until February 11th. The application was approved at the February 11th meeting.
- ZA-2024-002: A Type V code amendment package related to Oregon Senate Bill 1537 (SB1537). Council held a work session on October 15 and provided direction to staff regarding code amendments. At the January 28 public hearing, the Planning Commission unanimously recommended approval of the proposed amendments. The public hearing with Council is scheduled for February 18.
- ZA-2024-003: A Type V code amendment package related to Milwaukie Municipal Code (MMC) Title 18 (Flood Hazard Regulations) and the effort to maintain Milwaukie's eligibility to participate in the National Flood Insurance Program as a result of new requirements provided by the Federal Emergency Management Agency. Council was briefed on this project in a work session on November 19, 2024. A public hearing with the Planning Commission was held on January 14 and the Commission unanimously recommended adoption. City Council approved the code amendments at a public hearing on February 4.
- MLP-2025-001: A Type III application to partition the OLCC property at 9201 SE McLoughlin Blvd into two parcels. The property would be divided using the centerline of Johnson Creek. No new development on either parcel is proposed. Natural resources review is required due to the presence of mapped natural resource areas on the property being divided. A variance is requested to allow a restricted development easement on a portion of the property rather than create a separate tract of resource area. Referrals were sent on February 4. A public hearing with the Planning Commission has been tentatively scheduled for March 11.

Land Use/Development Review¹

- PLA-2024-003: A Type II application to adjust the boundaries of the underlying lots that comprise the property at 4404 SE Monroe St, to put the existing house on one parcel and establish a vacant parcel for development. The proposal includes a request for an administrative variance to adjust the width of the existing house parcel by approximately 3 ft. The application was referred for departmental review and public comment on December 20—no comments were received. A notice of decision to approve the boundary adjustment was issued on February 6.
- VR-2025-003: A Type II application for a sign height adjustment to relocate the Pietros's freestanding sign to the new restaurant location at 11050 SE Oak St. The application is in completeness review.
- The Planning Commission held its annual joint meeting with City Council during the Council work session on December 17th.

Other Updates

- Natural Resources code update: Staff is working to finalize the package of proposed amendments to the natural resource code (Milwaukie Municipal Code (MMC) Section 19.402), with the hearings process for adoption anticipated to begin in April 2025.

¹ Only land use applications requiring public notice are listed.

BUILDING

Permit data for	January	FY to Date:
New single-family houses:	0	2
New ADU's	0	2
New Solar	2	47
Res. additions/alterations	2	35
Commercial new	0	4
Commercial Alterations	13	78
Demo's	2	9
Cottage Clusters	0	23
Total Number of Permits issued:		982
<small>(includes fire, electrical, mechanical, plumbing, and other structural)</small>		
Total Number of Inspections:		2753
Total Number of active permits:		1058

ENGINEERING

Capital Improvement Projects (CIP):

CIP 2018-A13 Washington Street Area Improvements

Summary: This project combines elements of the SAFE, SSMP, Water, Stormwater, and Wastewater programs. SAFE improvements include upgrading and adding ADA compliant facilities along 27th Ave, Washington St, and Edison St. Street Surface Maintenance Program improvements are planned for Washington Street, 27th Avenue, and Edison Street. The Spring Creek culvert under Washington Street at 27th Avenue will be removed, and a new structure added. The water system along Washington Street will be upsized from a 6" mainline to an 8" mainline. The stormwater system along Washington Street will be upsized from 18" to 24" storm lines. The project is being designed by AKS Engineering and Forestry.

Update: Waterline connections, fire hydrant connections, and water meter relocations happening along Washington Street through this month. A new PRV will be installed on the main waterline at Washington and 29th Street. ADA ramps and sidewalk restorations will start again next week during dry weather.

CIP 2016-Y11 Meek Street Storm Improvements

Summary: Project was identified in the 2014 Stormwater Master Plan to reduce flooding within this water basin. The project was split into a South Phase and a North Phase due to complications in working with UPRR.

Update: Contractor has completed installation of the pipeline between the Murphy Site and the Balfour Pond. The forebay and southern cell of the Balfour Pond have been excavated, and rock buttress installed. The contractor is currently installing a pipeline between the Balfour Pond and Roswell Pond. In December, the contractor performed a horizontal boring at Kelvin, for a waterline crossing beneath the railroad.

CIP 2021-T58 Milwaukie Downtown Streets and Curbs

Summary: The project includes SAFE improvements to downtown sidewalks by replacing existing sidewalk with pervious concrete sidewalk. Stormwater improvements include installing 5 storm inlets and 5 manholes. The project will use a specialized product, Silva Cells, to deter sidewalk uplift from tree roots. This project is out to bid and is expected to select a contractor by January 14th.

CIP 2022-W56 Harvey Street Improvements

Summary: The project includes water improvements and stormwater improvements on Harvey Street from 32nd Avenue to the east end, on 42nd Avenue from Harvey Street to Johnson Creek Boulevard, 33rd Avenue north of Harvey Street, 36th Avenue north of Harvey Street, Sherry Street west of 36th Avenue, 41st Street north of Wake Court, and Wake Court. Sanitary sewer work will be done on 40th Avenue between Harvey Street to Drake Street. The project also includes the installation of an ADA compliant sidewalk on Harvey Street from 32nd Avenue to 42nd Avenue and 42nd Avenue from Harvey Street to Howe Street. Roadway paving will be done throughout the project area.

Update: Century West Engineering was contracted for the design in July 2023. The project is currently at 90% design and is estimated to get 100% plans by the end of January. In process to get an easement at 8930 SE 42nd Avenue for a rapid flash beacon. Another open house will be scheduled after completion of design.

CIP 2021-W61 Ardenwald North Improvements

Summary: Project includes street repair on Van Water Street, Roswell Street, Sherrett Street, 28th Avenue, 28th Place, 29th Avenue, 30th Avenue, and 31st Avenue with a shared street design for bicycles, pedestrians, and vehicles. The sidewalk will be replaced on the north side of Roswell Street between 31st and 32nd Avenue. Stormwater catch basins in the project boundary will be upgraded, the water system will be upsized on 29th Avenue, 30th Avenue, 31st Avenue, and Roswell Street, and there will be wastewater improvements on 28th Avenue, 29th Avenue, and 31st Avenue to address multiple bellies and root intrusion to reduce debris buildup.

Update: Answering contractor's RFI's. Sanitary Sewer bursting starting next week along SE 28th Ave.

CIP 2022-A15 King Road Improvements

Summary: King Road (43rd Avenue to city limits near Linwood Avenue) SAFE/SSMP Improvements will replace existing sidewalk and bike lane with a multi-use path, improve stormwater system, replace water pipe, and reconstruct roadway surface.

Update: City received the 90% design plans, and cost estimate. The 90% design is under internal review and updates. The design is being used to prepare and send Permits of Entry (POEs) to the property owners that will have catch basins, pedestrian paths, trees and driveways installed or updated. The intent is to hear from property owners to implement changes to the 100% design.

POEs were sent at the end of December 2024. As January 2025, there have been POEs signed and returned to the City. It is expected to send all comments back to Kittleson for the preparation of the 100% design plans.

The cost estimate is being revised to have a project price ready to prepare the budget and bid documents during the first quarter of 2025.

Waverly Heights Sewer Reconfiguration

Summary: Waverly Heights Wastewater project was identified in the 2010 Wastewater System Master Plan. The project may replace approximately 2,500 feet of existing clay and concrete pipe.

Update: Authorization for the design contract with Stantec was approved by the Council on August 1, 2023. An engineering services agreement was executed with Stantec on Sept. 19, and the design effort was kicked off in early October of 2023. A flow monitoring program was initiated in October, and will continue through the wet season, concurrent with design. A public engagement plan was prepared in Fall of 2023, and a first set of informational material was mailed out to neighbors in the area in November, along with permit of entry forms. Stantec commenced with early site investigations in December of 2023, and completed 30 percent design in January 2024. In March of 2024, the design team met with select residents on properties that may be more impacted from the project (i.e. properties that might require spot repairs or open trenching). A public open house was held on May 9th, 2024, at City Hall. The City reviewed Stantec's 60 percent design in July of 2024. The design team is currently working through the 90 percent design and preparing for acquisition of Temporary Construction Easements.

Monroe Street Greenway

Summary: The Monroe Street Greenway will create a nearly four-mile, continuous, low-stress bikeway from downtown Milwaukie to the I-205 multi-use path. Once complete, it will serve as the spine of Milwaukie's active transportation network connecting users to the Max Orange Line, Max Green Line, Trolley Trail, 17th Avenue Bike Path, I-205 path, neighborhoods, schools, and parks. Funding grants through ODOT and Metro will allow the city to complete our 2.2-mile section of the Monroe Greenway from the Trolley Trail to Linwood Ave. The Clackamas County portion of the Greenway, from Linwood Avenue to Fuller Road, has moved to the construction phase.

Segment Update:

East Monroe Greenway (37th to Linwood): Staff have come to an agreement with ODOT and contracted CONSOR for the design. CONSOR has submitted the Design Approval Package to ODOT (approximately 60% design). The Plans, Specifications, and Estimate (PS&E) submittal will be provided to ODOT in March 2025. Final project design is expected in December 2025, and the project is expected to go to construction in Summer 2026. Open-Houses were hosted on February 29th for all of the Monroe Greenway, ODOT's Highway-224 project, the City's TSP, and Kellogg Creek Restoration and Community Enhancement Project, and on September 12 for the East segment of the Monroe Greenway. The City received mixed feedback for moving forward with the project. Feedback from the February and September open houses has been incorporated into the design and city staff prepared an engagement plan to share with the public. City staff presented the status of the East Segment of the Monroe Greenway to the City Council on December 3. Members of the public attended the presentation and participated in the public comments portion of the city council meeting. City staff applied for approximately \$1.7 million of additional funding through the Regional Flexible Funds Allocation (RFFA) grant program to mitigate scope reductions due to inflation. Metro has indicated approximately \$1.5 million will be awarded, but the award isn't expected to be finalized until March 2025.

Monroe Street & 37th Avenue (34th to 37th): This segment is complete. It was constructed as part of the private development of the 7 Acres Apartments.

Western Monroe Greenway (21st to 34th): The city and ODOT have signed an IGA that will transfer \$1.55 M in STIP funding to the city to construct this segment of the Monroe Street Greenway. City staff have contracted with 3J Consulting to negotiate work at the Oak Street and 37th Avenue railroad crossings. A request for qualifications will be posted in February 2025 for the design of the western portion of the greenway, excluding the railroad crossings.

Monroe Street & Highway-224 Intersection: This project has now been combined with a larger project which will mill and overlay Highway-224 from 17th Avenue to Rusk Road in Fiscal Year 2026. An Open-House was hosted on February 29th for all of the Monroe Greenway, ODOT's Highway-224 project, the City's TSP, and Kellogg Creek Restoration and Community Enhancement Project. The City received concerns regarding the development of Highway-224 and Monroe Greenway pushing traffic from Monroe Street onto Penzance Street. ODOT bid opening for the project was January 9, 2025. Bids have not been verified. The apparent low bidder is Westech Construction, Inc.

The water main in Monroe Street underlying Highway 224 was replaced by pipe bursting in December 2024.

Downtown Monroe Greenway (Trolley Trail to 21st Avenue): The city is investigating funding to enhance the Monroe Greenway through downtown Milwaukie.

Kellogg Creek Restoration and Community Enhancement Project

Summary: Project to remove the Kellogg Creek dam, replace the McLoughlin Blvd. bridge, improve fish passage, and restore the wetland and riparian area. City of Milwaukie staff are part of the project Leadership Team, Core Technical Team, and the Technical Advisory Committee. The Leadership Team and Core Technical Team both meet monthly. In addition to city staff, these groups include staff from North Clackamas Watershed Council (NCWC), Oregon Department of Transportation (ODOT), and American Rivers. The Technical Advisory Committee (TAC) for the Kellogg Creek Restoration & Community Enhancement Project involves all collaborative partners that include the Confederated Tribes of the Warm Springs Indian Reservation of Oregon, the Confederated Tribes of Grand Ronde, Clackamas Water Environment Services, Metro, North Clackamas Parks and Recreation District, Oregon Department of Environmental Quality, Oregon Department of Fish and Wildlife, Oregon Division of State Lands, the Native Fish Society, and the Natural Resources Office of Governor.

Update: The Summer 2024 Geotechnical and Sediment Sampling/Evaluation Study is complete. On December 12, Metro announced that the project would receive \$10M in [large scale community visions grant funds](#). These funds will be utilized as the local match requirement called out in federal grant applications. Additional details and updates are available at the project website: <https://www.milwaukieoregon.gov/kellogg/project-status>

Traffic / Parking Projects, Issues

None.

Right-Of-Way (ROW) Permits (includes tree, use, construction, encroachment)

Downtown Trees and Sidewalks

Update: Staff have a contract with AKS; working on what type of design works best now and in the future with both the trees and sidewalks & curbs.

Private Development – Public Improvement Projects (PIPS)

1600 Lava

Update: This development on Lava drive will add a new 13-unit multi-family building. Public improvements for this project include a new sidewalk, an ADA ramp, and minor street widening. Building permits have been issued and on-site construction has begun. A Right of Way permit has been issued, and the Contractor is gearing up for sidewalk and roadway improvements.

Hillside

Update: Hillside currently has issued permits for the first building and public improvements to be constructed under phase I. The remaining two buildings and public improvements to be constructed during this phase are still under review. City staff is meeting with the developer on a weekly basis to ensure the project moves smoothly. Public improvements for this development include new roadway alignment, new sidewalk, ADA ramps, and new asphalt paving. Work has started on the first building and associated public improvements.

Seven Acres Apartments (formerly Monroe Apartments) – 234 units

Update: Seven Acres has completed construction and is currently occupied. Public improvements for this development included a new bike path and sidewalk from Oak Street and Monroe Street to 37th Avenue and Washington Street. Public improvements are currently under warranty and will receive a final inspection after a one-year period before shifting over to the City for ownership.

Henley Place (Kellogg Bowl redevelopment)- 175 units
Update: Construction is complete, and the building is occupied.

Elk Rock Estates – 5 lot subdivision at 19th Ave & Sparrow St.
Update: All public improvements have been completed; the project is in the close phase and the Engineering Department is currently waiting on as-builts from the developer. The land use entitlements have recently expired, so they will need to go back through the process to build units. The lots are currently for sale.

Shah & Tripp Estates – 8-lot subdivision at Harrison Street and Home Ave.
Update: A majority of the Right-of-Way improvements have been completed, and the new street has been opened. Nearing the close-out phase once improvements are complete.

Jackson / 52nd – 5-unit development.
Update: Project is complete. The sewer main extension has been installed and tested. Per a development agreement, the developer repaved Jackson between Home Ave. and 52nd Ave in July 2024. The developer will be reimbursed for paved areas outside of their responsibility. All work was completed in August 2024.

Walnut Estates
Update: Walnut estates have completed the majority of their construction and is currently in the final punch-list and cleanup phase. Public improvements for this development include a new sidewalk, storm water facilities, and a new asphalt roadway. Once the final work is completed, this development will enter the one-year warranty period.

Bonaventure Senior Living – 170-units
Update: ROW permits have been issued and public improvements are currently under construction.

Document Administration

Plans

Summary: WSC is preparing the Stormwater System Plan.

COUNCIL STAFF REPORT

To: Mayor and City Council
Emma Sagor, City Manager

Reviewed: Justin Gericke, City Attorney

From: Michael Osborne, Finance Director,

Subject: **Solid Waste Franchise System Discussion**

Date Written: Feb. 13, 2025

ACTION REQUESTED

Council is asked to have a discussion on the solid waste franchise system in the city.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

[February 3, 2015](#): Council last approved the solid waste franchise agreement for a rolling ten-year period. At the time the solid waste franchises were the following companies:

Clackamas Garbage, Inc. (current)
Hoodview Disposal & Recycling, Inc. (current, now Waste Connections (WC))
Waste Management (WM) of Oregon, Inc. (current)
Wichita Sanitary Services (no longer operates in Milwaukee)
Mel Denies Sanitary Services, Inc. (no longer operates in Milwaukee)

[July 16, 2024](#): Council met to discuss the fiscal year 2025 solid waste rates.

[August 6, 2024](#): Council adopted the FY 2025 Solid Waste Rates

[October 8, 2024](#): Council met in a study session to discuss the solid waste franchise agreement. It was determined the city's franchise agreement did not expire in March 2025, but is a rolling agreement that renews each January for a new ten-year period. Council met with the haulers and Metro on the state of solid waste in the region and discussed the metro tip fees and recycling efforts.

ANALYSIS

Council held several discussions in 2024 on solid waste services in the city, as noted in the history section above. During these conversations, several topics were raised:

- *Duration of the current franchise agreements and need to renegotiate*: In July 2024, staff mistakenly indicated that Council would need to consider extending or renegotiating franchise agreements in 2025. This was due to a misunderstanding that the franchises adopted in 2015 would expire after 10 years. In October 2024, staff clarified that Council adopted a continuing or rolling franchise system in 2015, which renews for a new ten-year term each year. Council asked that staff come back for a deeper discussion on this system.
- *Questions about current services*: Council expressed a desire to further discuss elements of the current services provided by our solid waste haulers as they consider potential changes for future years and the next adoption of solid waste rates. These topics

included whether the city should continue collecting food waste as part of its composting service; customer service standards; recycling rates of various processing facilities across the metro region; and construction drop boxes.

Code regarding current franchise agreements

Franchise agreements for solid waste management are governed by [Milwaukie Municipal Code \(MMC\) Chapter 13.24](#). Consistent with many other jurisdictions in the Portland metro area, the current language of MMC 13.24 was adopted in 2015 and provides for a “continuing franchise system.” The main characteristic of a continuing franchise system that differs from past franchise agreements is that it provides for the automatic annual renewal of each 10-year franchise absent notice being given to all franchisees at least 30 days prior to January 1 of any year that the city intends to terminate the continuing franchise system. Should Council wish to consider terminating the continuing franchise system, notice must be provided to all interested parties and a public hearing convened.

If Council decides to terminate the system after the public hearing, it must provide a notice of termination to all franchisees. Upon receipt of such notice, all existing franchisees automatically transition to a traditional term-limited franchise that terminates 10 years from the date of the last renewal prior to notice of the termination.

Potential future service changes or amendments

A decision to terminate the continuing franchise system, however, “shall in no way affect the franchisee's obligations under the existing franchise agreement.” MMC 13.24.100 (E). Thus, should Council wish to alter, add, or subtract services provided by the current franchisees, it needs to do so in concert with the franchise holders under the terms of the existing franchise. For example, if Council desires to remove food waste from compost as currently provided, it can instruct the franchise holder to no longer provide and charge for that service. Conversely, if Council desires to add a service that is currently not provided, the franchisees can add and charge for that service.”

Related to customer service, staff have seen notable improvements in customer service and quick responses to any issues raised to us (of which there were only a handful last year) over the past year. Staff appreciate the ongoing partnership and responsiveness of the haulers.

Related to topics of requiring haulers to use certain facilities with certain recycling rates or to allow other companies to supply drop boxes in the city, staff believe this would involve adding additional franchisees to the city’s system. A similar question was considered by Beaverton City Council who rejected adding a single service solid waste franchise to their city on [January 21, 2025](#). Beaverton Council decided there was no need for drop-box sites that the current haulers could not meet.

Staff recommend Council share topics they want the city to review as part of the 2026 rate setting process, such as food waste composting, at this work session. Staff have also invited the haulers to attend this session so they can be available to answer questions related to other elements of their services that Council has.

BUDGET IMPACT

The solid waste haulers currently pay a franchise fee to the city for use of the city’s right of ways. This has no additional impact on the city budget.

CLIMATE IMPACT

Solid waste and recycling impact the city's climate action plan. The city and solid waste haulers continue to work on ways to maximize recycling efforts and lower the impact of solid waste in the region.

EQUITY IMPACT

The solid waste haulers serve all residents of the city.

WORKLOAD IMPACT

Staff work with the three remaining solid waste franchises in the city. Staff also continue to monitor what other cities in the region are doing for solid waste. If Council were to decide to terminate the agreement, this would lead to an increase in staff time to evaluate how to fulfill the city's solid waste needs in ten years.

COORDINATION, CONCURRENCE, OR DISSENT

City staff currently work with the three solid waste franchises in the city: WM, WC, and Clackamas Garbage, Inc. The city has built a solid relationship with the haulers and continues to work together on annual rate study and any customer service issues in the city. The city contracts with Chris Bell to do an annual analysis of the solid waste rates to confirm they are competitive and consistent with other haulers in the region.

STAFF RECOMMENDATION

Staff recommend keeping the current Solid Waste Franchise System and continuing to do an annual solid waste rate study and a review of the franchise agreement every five years.

ALTERNATIVES

Council could decide to initiate a public hearing to decide whether to terminate the Solid Waste Franchise System. If terminated the existing franchisees would convert to a traditional term-limited franchise that terminates 10 years from the date of the last renewal prior to notice of the termination. The city would then need to consider changes to the solid waste management code and initiate a formal process to solicit new franchises under the new code

ATTACHMENTS

1. Resolution 7-2015 and Related Documents



CITY OF MILWAUKIE

"Dogwood City of the West"

Resolution No. 07-2015

A resolution of the City Council of the City of Milwaukie, Oregon, granting non-exclusive franchises for solid waste management services.

WHEREAS, the franchise terms for the current solid waste collection franchise holders will expire December 21, 2015; and

WHEREAS, the current franchisees have requested to continue their franchises for solid waste and recycling service; and

WHEREAS, the current franchisees are in good standing with franchise fee payments and all other aspects of current solid waste and recycling codes; and

WHEREAS, the current franchisees meet the terms and conditions for granting a franchise as set forth in section 13.24.090 of Chapter 13.24 as amended.

Now, Therefore, be it Resolved that:

Section 1: Solid waste management franchises are hereby granted to the following companies:

Clackamas Garbage, Inc.
Hoodview Disposal & Recycling, Inc.
Mel Deines Sanitary Service, Inc.
Waste Management of Oregon, Inc.
Wichita Sanitary Service

Section 2: In accordance with the provisions of Chapter 13.24 of Milwaukie Municipal Code, as amended, the franchisees are assigned the geographical districts shown on the attached Exhibit A.

Section 3: These franchises shall be for a rolling term of 10 years unless canceled by either party pursuant to Chapter 13.24, as amended.

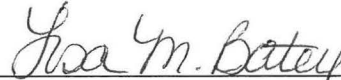
Section 4: The franchisees shall, within 10 days from the date of this resolution, file with the City their written acceptances of this franchise, and if any franchisee fails to do so, their franchise approval will become void.

Section 5: All franchises granted pursuant to this resolution shall be effective March 5, 2015.

Section 6: This resolution is effective upon passage.

Introduced and adopted by the City Council on 2/3/15.

This resolution is effective on 2/3/15.



Lisa Batey, Council President

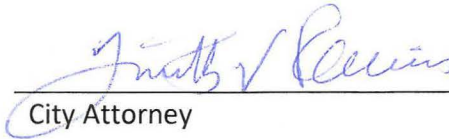
ATTEST:

APPROVED AS TO FORM:

Jordan Ramis PC

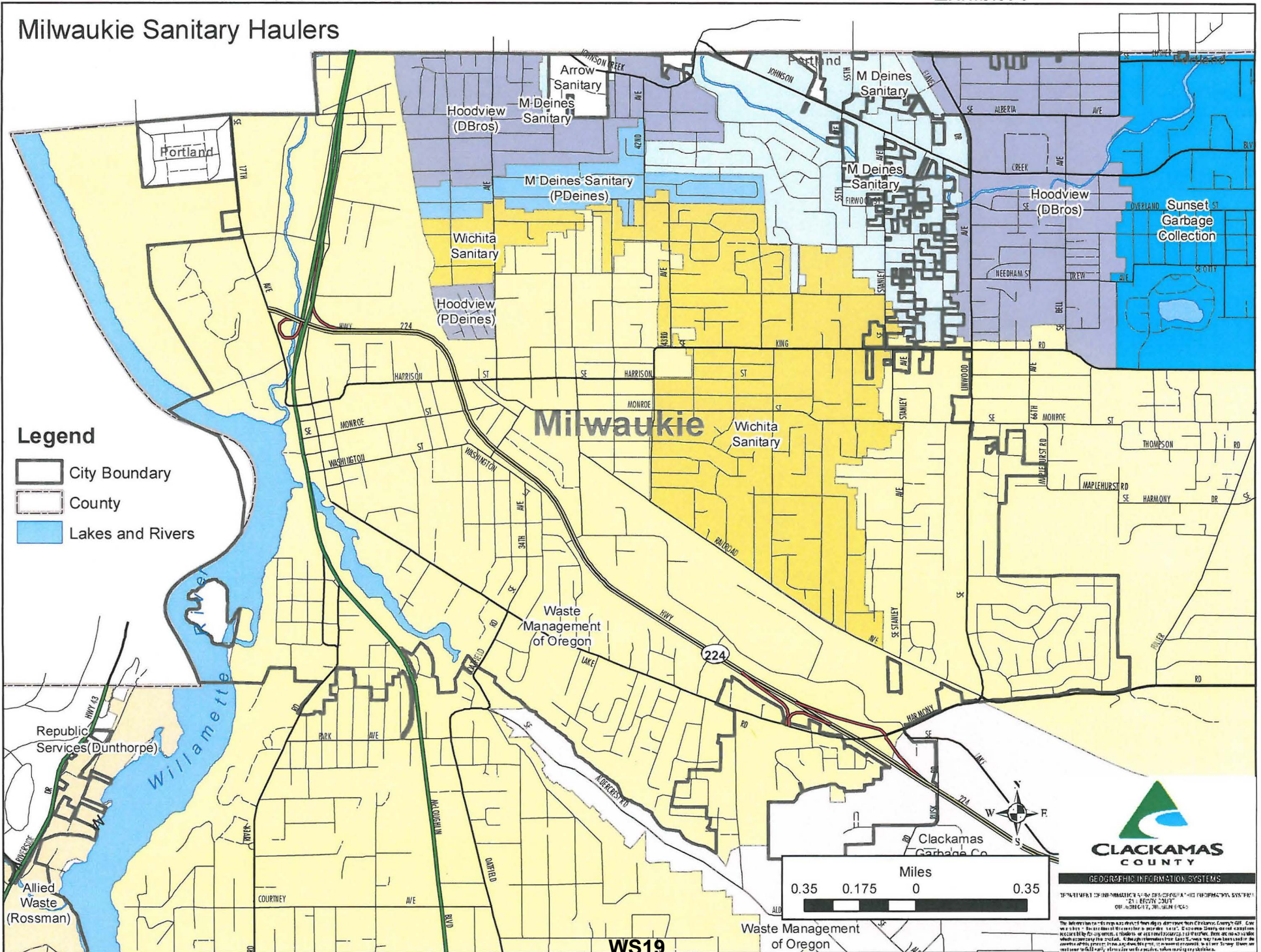


Pat DuVal, City Recorder



City Attorney

Milwaukie Sanitary Haulers



WS19

Hoodview Disposal & Recycling, Inc

1600 SE 4th Ave
Canby, OR 97013
(503) 668-8300

February 4, 2015

Casey Camors, CPA
Finance Director
City of Milwaukie
10722 SE Main Street
Milwaukie, Oregon 97222

Re: Acceptance of Franchise Agreement effective March 5, 2015

Dear Mrs. Camors,

Please accept this letter as Hoodview Disposal and Recycling Inc's acceptance of the Franchise Agreement effective March 5, 2015 for solid waste management services in a designated portion of the City of Milwaukie in accordance Section 13.24 of the City of Milwaukie Municipal Code as amended effective March 5, 2015.

We appreciate the opportunity to provide this service to the City and its citizens and look forward to continuing our positive and productive relationship.

Sincerely,



Fred Kahut
President
Hoodview Disposal & Recycling Inc.

Mel Deines Sanitary Service, Inc.
PO Box 22265
Milwaukie, OR 97269

February 4, 2015

Casey Camors, CPA
Finance Director
City of Milwaukie
10722 SE Main Street
Milwaukie, Oregon 97222

Re: Acceptance of Franchise Agreement effective March 5, 2015

Dear Mrs. Camors,

Please accept this letter as Mel Deines Sanitary Service Inc.'s acceptance of the Franchise Agreement effective March 5, 2015 for solid waste management services in a designated portion of the City of Milwaukie in accordance Section 13.24 of the City of Milwaukie Municipal Code as amended effective March 5, 2015.

We appreciate the opportunity to provide this service to the City and its citizens and look forward to continuing our positive and productive relationship.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tim Deines", written in black ink.

Tim Deines
President
Mel Deines Sanitary Service Inc.

December 1, 2017

Ms. Reba Crocker
Right of Way and Contract Coordinator
City of Milwaukie
10722 SE Main St.
Milwaukie, OR 97222

Re: Hoodview Disposal & Recycling, Inc. intent to purchase M. Deines Sanitary Service, Inc.

Dear Ms. Crocker:

Hoodview Disposal & Recycling, Inc. (HDR) proposes to purchase M. Deines Sanitary Service, Inc. (MDS) on February 1, 2018. HDR will retain all employees and equipment of MDS upon transfer. All customers will be notified of the transfer.

We are committed to providing residents and businesses with a seamless transition from MDS to HDR.

Sincerely,



Tim Deines
President
M. Deines Sanitary Service, Inc.



Andy Kahut
President
Hoodview Disposal & Recycling, Inc.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, approving the proposed transfer of Mel Deines Sanitary Service, Inc.'s franchise area to Hoodview Disposal & Recycling, Inc., amending the list of franchised haulers to reflect the transfer.

WHEREAS, Mel Deines Sanitary Service, Inc., has been franchised and providing garbage and recycling service to customers in the City since 2011; and

WHEREAS, Mel Deines Sanitary Service, Inc., has requested a transfer of the entirety of its franchise area to Hoodview Disposal & Recycling, Inc., and

WHEREAS, on February 3, 2015, the Milwaukie City Council adopted resolution 07-2015 granting non-exclusive franchises for solid waste management services to five solid waste haulers; and

WHEREAS, Milwaukie City Code section 13.24.130, Transfer of Franchise, describes the requirements for the transfer of a franchise; and

WHEREAS, the City has determined that Mel Deines Sanitary Service, Inc., and Hoodview Disposal & Recycling, Inc., complied with all requirements pursuant to MMC 13.24.130; and

WHEREAS, The City's review of financial and technical documents submitted by Hoodview Disposal & Recycling, Inc., coupled with the City's experience regarding the current area in which Hoodview Disposal & Recycling, Inc., serves within Milwaukie indicates that they have the knowledge, experience, and financial resources to meet all obligation of a solid waste franchise; and

WHEREAS, the current franchisees are in good standing with their current franchise agreements and staff is not aware of any instances of non-compliance therein.

Now, Therefore, be it Resolved that

Section 1: The transfer of the Mel Deines Sanitary Service, Inc., solid waste franchise area to Hoodview Disposal & Recycling, Inc., is hereby granted.

Section 2: The list of franchised haulers in the City of Milwaukie consists of the following companies:

Clackamas Garbage, Inc.

Hoodview Disposal & Recycling, Inc.

Waste Management of Oregon, Inc.

Section 3: The Map of the Solid Waste Franchise Service Areas of the City of Milwaukie shall be amended to show Hoodview Disposal & Recycling, Inc., as the service provider for those areas previously franchised to Mel Deines Sanitary Service, Inc.

Introduced and adopted by the City Council on 1/16/18.

This resolution is effective on **February 1, 2018**.



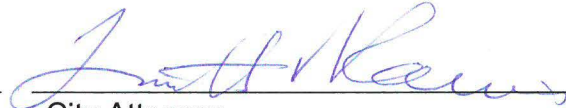
Mark Gamba, Mayor

ATTEST:

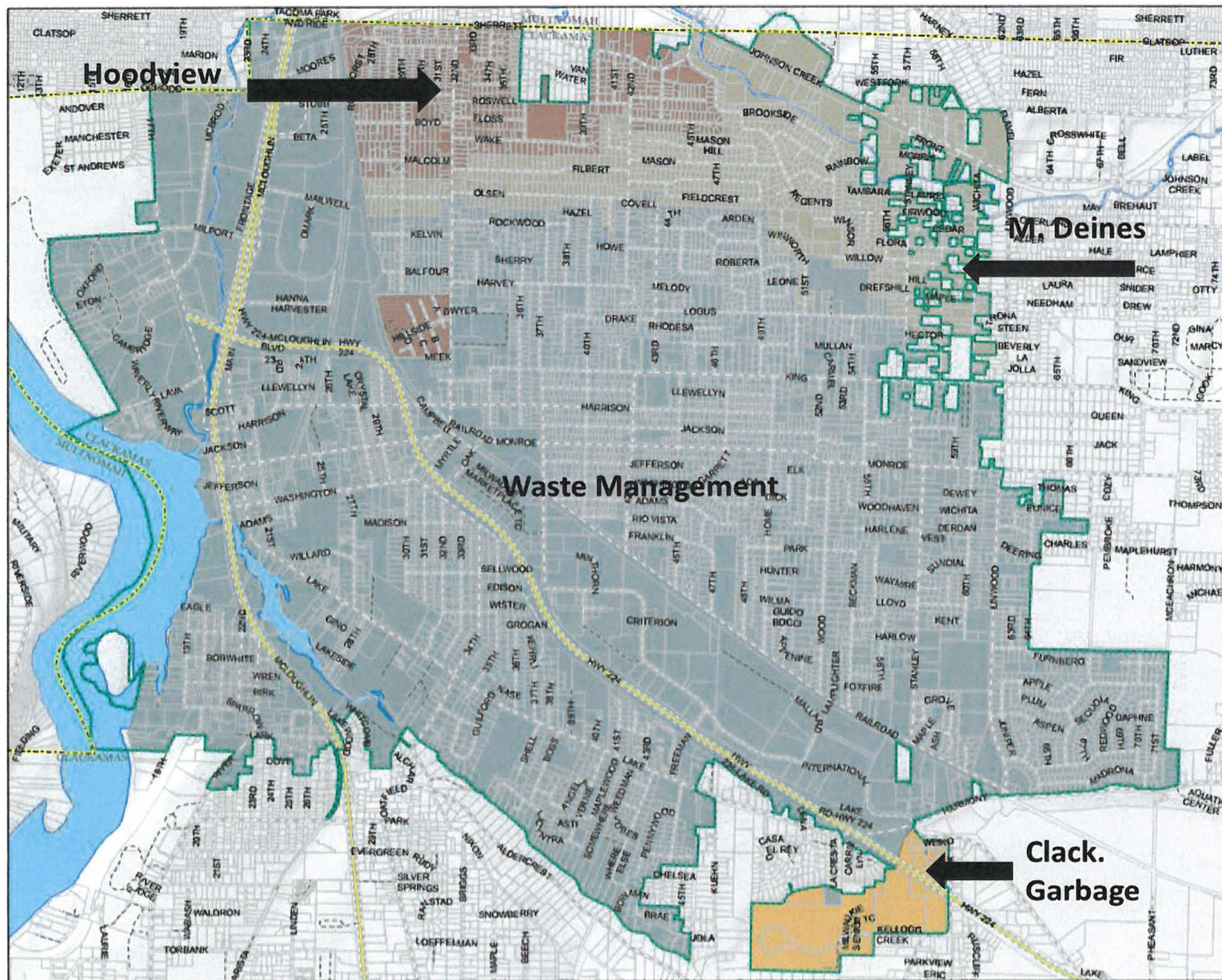
APPROVED AS TO FORM:
Jordan Ramis PC



Scott S. Stauffer, City Recorder



Jordan Ramis, City Attorney





**WASTE MANAGEMENT of
Oregon INC.**

7227 NE 55th Ave
Portland OR 97218
503-249-7858

February 10, 2015

Casey Camors, CPA
Finance Director
City of Milwaukie
10722 SE Main Street
Milwaukie, Oregon 97222

Re: Acceptance of Franchise Agreement effective March 5, 2015

Dear Mrs. Camors,

Please accept this letter as Waste Management of Oregon's acceptance of the Franchise Agreement effective March 5, 2015 for solid waste management services in a designated portion of the City of Milwaukie in accordance Section 13.24 of the City of Milwaukie Municipal Code as amended effective March 5, 2015.

We appreciate the opportunity to provide this service to the City and its citizens and look forward to continuing our positive and productive relationship.

Sincerely,

A handwritten signature in black ink, appearing to be 'Adam Winston', written over a white background.

Adam Winston
Director of Operations



WICHITA SANITARY SERVICE

A Division of Kiser Enterprises, Inc.

503-655-2266

P.O. Box 338, Gladstone, OR 97027

February 4, 2015

Casey Camors, CPA
Finance Director
City of Milwaukie
10722 SE Main Street
Milwaukie, Oregon 97222

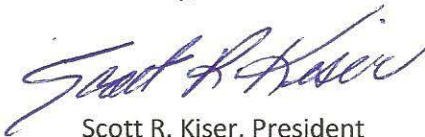
Re: Acceptance of Franchise Agreement effective March 5, 2015

Dear Mrs. Camors,

Please accept this letter as Kiser Enterprises, Inc., dba Wichita Sanitary Service acceptance of the Franchise Agreement effective March 5, 2015 for solid waste management services in a designated portion of the City of Milwaukie in accordance Section 13.24 of the City of Milwaukie Municipal Code as amended effective March 5, 2015.

We appreciate the opportunity to provide this service to the City and its citizens and look forward to continuing our positive and productive relationship.

Sincerely,

A handwritten signature in blue ink that reads "Scott R. Kiser".

Scott R. Kiser, President



WICHITA SANITARY SERVICE

A Division of Kiser Enterprises, Inc.

503-655-2266

P.O. Box 338, Gladstone, OR 97027

February 23, 2015

Dear Mr. Monahan,

Enclosed with this letter is the original signature page of our Consent to Assignment. We were advised by legal counsel to send the original letter to you by certified mail.

This afternoon we met with Casey Camors and hand deliver to her a copy of the Consent to Assignment letter along with the required 60 days' notice and \$2,000 application fee. Dean Kampfer with Waste Management (Buyer) attended the meeting with us and we feel it was very productive.

Casey is very knowledgeable of the City's ordinances and codes. In our opinion she's been a big asset to the City and to the haulers. She hit the ground running when JoAnn Herrigel left and has done a great job in the solid waste and recycling department. It will be a pleasure to work with her the next couple of months during the transition.

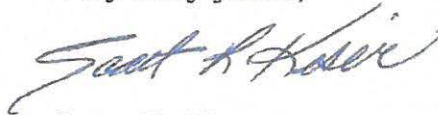
We believe that the transition between companies will be extremely smooth. Waste Management borders our route on three sides. A purchase like this in our industry is called a "tuck in". As you know Waste Management already has the largest franchise with the City. So along with their modern equipment and all their human resources we know all aspects of the transition will be very easy for them. Also, I would like to mention that Waste Management has offered our son Matt a job as a driver. Matt has worked for our company for decades and knows our route inside and out. His knowledge will be extremely valuable to Waste Management.

On a personal note, I want you to know how grateful my wife Jackie and I are to the City for giving us the opportunity to be business owners over the past 33 years. We never took our franchise for granted and have always considered it to be a privilege to serve my home town. For your information I attended Hector Campbell Grade School, Milwaukie Jr. High and am a 1969 graduate of Milwaukie High School. My wife and I live in Milwaukie in the home my parents bought new in 1956. I guess with that kind of history I would be considered a Milwaukian.

Jackie is a native Oregonian raised on a farm in Central Oregon. She moved to Portland in 1971 and attended business school. She is not only the face of our company but she is Wichita Sanitary Service. She has attended all the meetings, has done all the books and has answered all the phone calls. Her duties have been massive. All I have done is haul garbage and maintained the trucks. Jackie gets all the credit for our success.

We both want you to know it's been a real pleasure to work with City Management and staff over the years. Thanks again for the opportunity!

Very truly yours,

A handwritten signature in blue ink, appearing to read "Scott R. Kiser". The signature is written in a cursive, flowing style.

Scott R. Kiser,
President



WICHITA SANITARY SERVICE

A Division of Kiser Enterprises, Inc.

503-655-2266

P.O. Box 338, Gladstone, OR 97027

February 23, 2015

VIA: CERTIFIED MAIL

Mr. Bill Monahan
City Manager
City of Milwaukie
10722 SE Main St.
Milwaukie, OR 97222

Re: Consent to Assignment – City of Milwaukie Waste Disposal Franchise Agreement

Dear Mr. Monahan:

On behalf of Kiser Enterprises, Inc. dba Wichita Sanitary Service (“Kiser”), I would like to thank you for your support and patronage of our company. Kiser recently agreed to sell substantially all of its assets and business in the City of Milwaukie (“City”), to Waste Management of Oregon, Inc. (“Waste Management”).

Pursuant to City of Milwaukie Municipal Code Section 13.24.130, we hereby request the consent, expressed by resolution, of the City Council to assign the franchise agreement, as extended pursuant to Resolution No. 07-2015, to Waste Management.

Both Kiser and Waste Management remain committed to keeping you informed regarding the consummation of the transaction, and in ensuring a smooth transition. If you have any questions, or need any additional information to proceed with our request for assignment, please do not hesitate to contact me.

Sincerely,

Scott R. Kiser,
President
Kiser Enterprises, Inc.
dba Wichita Sanitary Service



March 20, 2015

Jackie and Scott Kiser
Wichita Sanitary Service
PO Box 338
Gladstone, OR

Dear Jackie and Scott,

Thank you for excellent service that you have provided to the Milwaukie community for the past 33 years. While the City Council was pleased to approve the transfer of ownership of your company as you requested, we must say it was with some measure of regret. The City greatly values smaller scale, family run businesses such as yours that truly are the fabric of the community. You will be missed!

Our staff has always had extremely positive things to say about the quality of your service, the friendly customer service that you provided, and the outstanding working relationship that you established and maintained with our staff. Your letter of February 23 is an example of the quality of your company and you as individuals. You went out of your way to acknowledge the work of JoAnn Herrigel and Casey Camors, thank you, we will pass the praise on to them. It is not very common these days for praise to be received about staff members although we know it is routinely deserved.

As the Council expressed the other night, the Council and staff wish you all the best in your retirement. We hope that the transition of the business goes smoothly and that you are able to enjoy a well-deserved retirement. In addition, we extend our best wishes to your son Matt as he continues the family tradition of service to the community in his new job with Waste Management.

Sincerely,

A handwritten signature in blue ink that reads "Wilda Parks".

Wilda Parks, Mayor

A handwritten signature in blue ink that reads "Bill Monahan".

Bill Monahan, City Manager

MILWAUKIE CITY HALL
10722 SE Main Street
Milwaukie, Oregon 97222
www.MilwaukieOregon.gov

WS31



CITY OF MILWAUKIE

"Dogwood City of the West"

Resolution No. 34-2015

A resolution of the City Council of the City of Milwaukie, Oregon, approving the proposed transfer of Wichita Sanitary Service's franchise area to Waste Management of Oregon, Inc., amending the list of franchised haulers and the solid waste service area map to reflect the transfer.

WHEREAS, Wichita Sanitary Service has been franchised and providing garbage and recycling service to customers in the City for over 33 years; and

WHEREAS, Wichita Sanitary Service has requested a transfer of the entirety of its franchise area to Waste Management of Oregon, Inc.; and

WHEREAS, on February 3, 2015, the Milwaukie City Council adopted resolution 07-2015 granting non-exclusive franchises for solid waste management services to five solid waste haulers; and

WHEREAS, Milwaukie City Code section 13.24.130, Transfer of Franchise, describes the requirements for the transfer of a franchise; and

WHEREAS, the City has determined that Wichita Sanitary Service and Waste Management of Oregon, Inc. complied with all requirements pursuant to MCC 13.24.130; and

WHEREAS, the City's review of financial and technical documents submitted by Waste Management of Oregon, Inc., coupled with the City's experience regarding the current area in which Waste Management of Oregon, Inc. serves within Milwaukie indicates that they have the knowledge, experience, and financial resources to meet all obligations of a solid waste franchise;

WHEREAS, the current franchisees are in good standing with franchise fee payments and all other aspects of current solid waste and recycling codes.

Now, Therefore, be it Resolved that:

Section 1: The transfer of the Wichita Sanitary Service solid waste franchise area to Waste Management of Oregon, Inc., is hereby granted.

Section 2: The list of franchised haulers in the City of Milwaukie consists of the following companies:

Clackamas Garbage, Inc.
Hoodview Disposal & Recycling, Inc.
Mel Deines Sanitary Service, Inc.
Waste Management of Oregon, Inc.

Section 3: The Map of the Solid Waste Franchise Service Areas of the City of Milwaukie shall be amended to show Waste Management of Oregon, Inc. as the service provider for area 5.

Section 4: This resolution takes effect upon passage by Council and filing by

Waste Management of a signed copy of the Assignment Assumption and Consent Agreement with the City Recorder's Office.

Introduced and adopted by the City Council on 3/17/15.



Wilda Parks, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC



Pat DuVal, City Recorder



City Attorney



keep your neighborhood clean



CLACKAMAS GARBAGE co. inc

8123 S. E. ROOTS RD. • MILWAUKIE, OREGON 97267-1699 • PHONE 656-9633

February 4, 2015

Casey Camors, CPA
Finance Director
City of Milwaukie
10722 SE Main Street
Milwaukie, Oregon 97222

Re: Acceptance of Franchise Agreement effective March 5, 2015

Dear Mrs. Camors,

Please accept this letter as Clackamas Garbage Company acceptance of the Franchise Agreement effective March 5, 2015 for solid waste management services in a designated portion of the City of Milwaukie in accordance Section 13.24 of the City of Milwaukie Municipal Code as amended effective March 5, 2015.

We appreciate the opportunity to provide this service to the City and its citizens and look forward to continuing our positive and productive relationship.

Sincerely,

William Miller



keep your neighborhood clean



CLACKAMAS GARBAGE co. inc

8123 S. E. ROOTS RD. • MILWAUKIE, OREGON 97267-1699 • PHONE 856-9633

February 18, 2015

Casey Camors, CPA
Finance Director
City of Milwaukie
10722 SE Main Street
Milwaukie, OR 97222

RE: Milwaukie Franchise Agreement 2015

Dear City Council Members,

I am writing in regard to the acceptance letter that was to be submitted earlier this month for the upcoming Franchise Agreement, effective March 5, 2015. Unfortunately, Clackamas Garbage did not receive the email stating the timeline for accepting the proposed agreement. It was brought to our attention recently and we want to do what we can to rectify the problem.

Clackamas Garbage has serviced the area since 1955, and has been with the franchise system in Clackamas County and the City of Milwaukie since the onset of the agreement. We are very sorry for the inconvenience this has caused. We would like to continue our franchise with Milwaukie and hope that we can be allowed to accept the franchise agreement at this time. We appreciate your consideration for this request and look forward to hearing from you soon.

Sincerely,

William R Miller



CITY OF MILWAUKIE
"Dogwood City of the West"

Resolution No. 32-2015

A resolution of the City Council of the City of Milwaukie, Oregon waiving the ten-day acceptance requirement of Resolution 07-2015 for Clackamas Garbage, Inc. and recognizing acceptance of the franchise.

WHEREAS, on February 3, 2015, the Milwaukie City Council adopted resolution 07-2015 granting non-exclusive franchises for solid waste management services to five solid waste haulers; and

WHEREAS, the resolution provided that all franchisees were required to file with the City written acceptance of the franchise within ten days from the date of the resolution; and

WHEREAS, the City received timely acceptance of the franchise from Hoodview Disposal & Recycling, Inc; Mel Deines Sanitary Service, Inc.; Waste Management of Oregon, Inc.; and Wichita Sanitary Service; and

WHEREAS, the City received written acceptance from Clackamas Garbage, Inc. past the ten day timeframe; and

WHEREAS, the City has determined that good cause exists to waive the ten day time frame required by Resolution 07-2015 and to recognize Clackamas Garbage, Inc.'s acceptance.

Now, Therefore, be it Resolved that:

Section 1: The City of Milwaukie waives the ten day acceptance timeframe in Resolution 07-2015 in order to recognize Clackamas Garbage, Inc.'s acceptance of the franchise granted by the City.

Section 2: All other provisions of Resolution 07-2015 remain in full force and effect.

Section 3: This resolution is effective upon passage.

Introduced and adopted by the City Council on 3/17/15.

Wilda Parks, Mayor

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney



CITY OF MILWAUKIE
"Dogwood City of the West"

Ordinance No. 2092

An ordinance of the City Council of the City of Milwaukie, Oregon, amending Chapter 13.24 of the Milwaukie Municipal Code regarding management and collection of solid waste and recycling.

WHEREAS, the current language in Chapter 13.24 was adopted in 2005 by ordinance number 1955 and has not been amended significantly since that time; and

WHEREAS, the terms of the franchises for the solid waste providers lapse on December 21, 2015 and renewal of those franchises will take place before that date; and

WHEREAS, the City and the solid waste management providers wish to update code language regarding the rules and regulations in this area; and

WHEREAS, the City and the solid waste management providers worked together to develop the amendments to Chapter 13.24 and approve of the substance thereof; and

WHEREAS, this ordinance enables continued provision of solid waste services and protects public health, which would be at risk if solid waste services are interrupted;

Now, Therefore, the City of Milwaukie does ordain as follows:

Section 1: Chapter 13.24 of the Milwaukie Municipal Code is hereby amended as shown in attachment A.

Section 2: All solid waste management service providers granted franchises by the City of Milwaukie shall comply with Milwaukie Municipal Code Chapter 13.24.

Section 3: Ordinance shall be effective March 5, 2015.

Read the first time on 2/3/15, and moved to second reading by 4:0 vote of the City Council.

Read the second time and adopted by the City Council on 2/3/15.

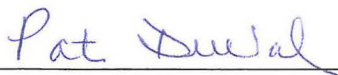
Signed by the ~~Mayor~~ on 2/3/15.
Council President



Lisa Batey, Council President

ATTEST:

APPROVED AS TO FORM:
Jordan Ramis PC



Pat DuVal, City Recorder



City Attorney

13.24.010 POLICY

It is declared to be the public policy of the City of Milwaukie to regulate solid waste management service by:

- A. Insuring safe, economical, and comprehensive solid waste management service;
- B. Insuring service rates and charges that are just and reasonable and adequate to provide necessary public service;
- C. Prohibiting rate preferences and other discriminatory practices; and
- D. Providing technologically and economically feasible resource recovery by and through the franchisees. (Ord. 1955 § 1 (part), 2005)

13.24.020 DEFINITIONS

The following definitions shall apply to this chapter:

“Business” means any entity of one (1) or more persons, corporate or otherwise, engaged in commercial, professional, charitable, political, industrial, educational, or other activity that is nonresidential in nature, including public bodies.

“City” means the City of Milwaukie, Clackamas County, Oregon.

“City Council” or “Council” means the City Council of Milwaukie, Oregon.

In addition, for the purpose of this chapter, the following definitions shall be applicable:

“Allowable expenses” means those expenses that are known and measurable, calculated in accordance with Generally Accepted Accounting Principles (GAAP), not in excess of the fair market value of like services, and are reasonably and prudently incurred by the franchisee in the course of performing its obligations under this franchise.

“Bulky wastes” means large items of solid waste such as appliances, furniture, large auto parts, trees, branches greater than four (4) inches in diameter and thirty-six (36) inches in length, stumps, and other oversize wastes whose large size precludes or complicates their handling by normal collection, processing, or disposal methods.

“Commission” means the State of Oregon Environmental Quality Commission (EQC).

“Compensation” includes any type of consideration paid for service, including but not limited to, rent, the sale of recyclable materials, and any other direct or indirect provisions for payment of money, goods, or benefits by property owners, tenants, members, licensees, and similar persons. It shall also include any exchange of services, including the hauling of solid waste and waste. Compensation includes the flow of consideration from the person owning or possessing the solid waste or waste to the person collecting, sorting, transporting, or disposing of solid waste or waste.

“Curbside,” as defined here, may also be called “curbside/roadside” and means a location within three (3) feet of public right-of-way. This does not allow the garbage or recycling receptacle to be placed on the inside of a fence or enclosure even if the receptacle is within three (3) feet of said road or roads. For residences on “flag lots”, private roads, or driveways,

“curbside/roadside” shall be the point where the private road or driveway intersects a City road, public access road, State road, or federal road.

“Department” means the State of Oregon Department of Environmental Quality (DEQ).

“Disposal site” means land and facilities used for the disposal, handling or transfer of, or resource recovery from solid wastes, including but not limited to, dumps, landfills, sludge lagoons, sludge treatment facilities, disposal sites for septic tank pumping or cesspool cleaning service, transfer stations, resource recovery facilities, incinerators for solid waste delivered by the public or by a solid waste collection service, composting plants, and land and facilities previously used for solid waste disposal at a land disposal site; but the term does not include a facility subject to the permit requirements of ORS 468B.050; a landfill site which is used by the owner or person in control of the premises to dispose of soil, rock, concrete, or other similar nondecomposable material, unless the site is used by the public either directly or through a solid waste collection service; or a site operated by a wrecker issued a certificate under ORS 822.110.

“Franchisee” means the person to whom a franchise is granted by the City Council pursuant to this chapter. Such franchise shall grant exclusive rights to provide service and solid waste management service for compensation.

“Infectious waste” means biological waste, cultures and stocks, pathological wastes, and sharps, as defined in ORS 459.386 and 459.387.

“Person” means the state or a public or private corporation, cooperative, local government unit, public agency, individual, partnership, association, firm, trust, estate, or any other legal entity.

“Placed for collection” means solid waste or recyclable material that has been placed by the customer for service by a franchisee under the requirements contained in this chapter.

“Processing” means an operation where collected, source separated, recyclable materials are sorted, graded, cleaned, densified, or otherwise prepared for end use markets.

“Recyclable material” means any material or group of materials that can be collected and sold for recycling at a net cost equal to or less than the cost of collection and disposal of the same material.

“Resource recovery” means the process of obtaining useful material or energy resources from solid waste and includes:

1. “Energy recovery,” which means recovery in which all or a part of the solid waste materials are processed to utilize the heat content, or other forms of energy, of or from the material;
2. “Material recovery,” which means any process of obtaining from solid waste, by presegregation or otherwise, materials which still have useful physical or chemical properties and can be reused or recycled for some purpose;
3. “Recycling,” which means any process by which solid waste materials are transformed into new products in such a manner that the original products may lose their identity;
4. “Reuse,” which means the return of a commodity into the economic stream for use in the same kind of application as before without change in its identity.

“Solid waste” and “waste” are interchangeable. “Solid waste” means and includes all putrescible and nonputrescible waste, including but not limited to, garbage; compost; organic waste; yard

debris; brush and branches; land clearing debris; sewer sludge; residential, commercial and industrial building demolition or construction waste; discarded residential, commercial, and industrial appliances, equipment and furniture; discarded, inoperable or abandoned vehicles or vehicle parts and vehicle tires; manure; feces; vegetable or animal solid and semisolid waste and dead animals; and infectious waste. "Waste" means useless, unwanted, or discarded materials. The fact that materials, which would otherwise come within the definition of solid waste, may, from time to time, have value and thus be utilized shall not remove them from the definition. The terms "solid waste" or "waste" do not include:

1. Environmentally hazardous wastes as defined in ORS 466.055;
2. Materials used for fertilizer or for other productive purposes on land in agricultural operations in the growing and harvesting of crops or the raising of fowl or animals;
3. Septic tank and cesspool pumping or chemical toilet waste;
4. Source separated, principal recyclable materials as defined in ORS 459A and the rules promulgated there under and under this chapter, which have been purchased or exchanged for fair market value, unless the City declares a site of uncollected principal recyclable materials to be public nuisance;
5. Applications of industrial sludges or industrial waste byproducts authorized through a land use compatibility statement or management plan approval and that have been applied to agricultural lands according to accepted agronomic practices or accepted method approved by the land use compatibility statement or management plan, but not to exceed one hundred (100) dry tons per acre annually; stabilized municipal sewage sludge applied for accepted beneficial uses on land in agricultural, nonagricultural, or silvicultural operations; sludge-derived products applied for beneficial uses on land in landscaping projects.

"Solid waste collection service" or "service" means the collection, transportation, or disposal of or resource recovery from solid wastes.

"Solid waste management" means the management of the accumulation, storage, collection, transfer, handling, compaction, transportation, treatment, processing and final disposal, or utilization of solid waste and waste or resource recovery from solid waste and facilities necessary or convenient to those activities. The franchisee may contract with another person to provide service of any type under the franchisee's service franchise, but the franchisee shall remain ultimately responsible for solid waste and waste management in the franchisee's franchised service area.

"Source separate" means that the person who last uses recyclable material separates the recyclable material from solid waste.

"Special wastes" shall have the meaning given to them in the METRO code as now referenced at METRO Code Section 5.02.015(s), or as hereafter amended, or as provided in the City's administrative rules. The collection of "special wastes" shall be controlled by this chapter and any rules adopted hereunder.

"Transfer station" means a fixed or mobile facility normally used as an adjunct of a solid waste collection and disposal system or resource recovery station between a collection route and a disposal site.

“Unallowable expenses” means any expenses not included in the definition of allowable expenses. Unallowable expenses shall include, but not be limited to :

1. Interest and amortization on the purchase of franchise routes or other routes or business opportunities;
2. Political and charitable contributions;
3. Federal, State, and local income taxes;
4. Loss on sale of assets;
5. Officer’s life insurance premiums;
6. Director fees;
7. Interest on the purchase of equipment or facilities to the extent that the purchase price exceeds the fair market value of the asset at the time of purchase;
8. Penalties and fines.

“Waste” means material that is no longer usable or wanted by the source of the material, which material is to be utilized or disposed by another person. For the purposes of this paragraph, “utilized” means the productive use of wastes through recycling, reuse, salvage, resource recovery, energy recovery, or landfilling for reclamation, habilitation, or rehabilitation of land.

“White goods” means kitchen or other large appliances which are bulky wastes.

“Yard debris” means and includes grass clippings, leaves, tree and shrub prunings of no greater than four (4) inches in diameter, or similar yard and garden vegetation. Yard debris does not include such items as: dirt, sod, stumps, logs, tree and shrub prunings greater than four (4) inches in diameter, rocks, plastic, animal waste or manure, cat litter, potting soil, prepared food wastes, or non-putrescible material. (Ord. 1992 § 1, 2009; Ord. 1955 § 1 (part), 2005)

13.24.030 ENFORCEMENT OFFICERS—ACCESS TO AND REVIEW OF BOOKS AND RECORDS

A. The City Manager shall enforce the provisions of this chapter, and his or her agents, including Police Officers and employees of the Public Works Department, may enter any premises for the purpose of determining compliance with the provisions and terms of this chapter. Such entry shall be upon permission of the occupant or upon warrant.

B. In order for the franchisees to perform services under this chapter, it may be necessary for a franchisee to disclose to City or City may otherwise acquire, a franchisee’s confidential business or technical information. The City may make an inspection for such purposes upon at least twenty-four (24) hours’ notice, during normal business hours, at an office of the franchisee. The City will receive and maintain in confidence all information and will prevent the disclosure of information to others except as required by law in connection with litigation. The City will not use information for any purpose other than in connection with the performance of services pursuant to this chapter.

The above shall not apply to any portion of information: (1) which was developed by the City and is in the City’s possession prior to the City’s first receipt thereof directly or indirectly from a franchisee; (2) which is now or hereafter becomes through no act or failure to act on the City’s part generally available on a nonconfidential basis; (3) which was

heretofore or hereafter furnished to a franchisee by others as a matter of right without restriction on disclosure; or (4) which is required by law to be publicly disclosed by the City. Information shall not be deemed to be within one of the foregoing exceptions if it is merely embraced by more general information available on a nonconfidential basis.

The City agrees that each of its employees, agents, and subcontractors who participate in the performance of services or who has access to information is obligated in a manner consistent with this section. The obligations of this section shall survive the termination of any request for services and the termination of this chapter. (Ord. 1955 § 1 (part), 2005)

13.24.040 FRANCHISE REQUIRED AND EXCEPTIONS THERETO

A. Except as otherwise provided in this chapter, it is unlawful for any person other than the franchise holders under the provisions of this chapter, to provide or offer to provide solid waste management or collection service in the City for compensation.

B. Nothing in this franchise shall:

1. Prohibit a federal or State agency that collects, stores, transports, or disposes of waste, solid waste, or recyclable materials, or those who contract with such agencies to perform the service, but only insofar as the service is performed by or for the federal or state agency;
2. Prohibit any person in the City from hauling that person's own waste, solid waste, or recyclable materials in a lawful manner; provided, however, that no person will be permitted to haul such waste, solid waste, or recyclable material for any other person or firm. In the case of a residential dwelling unit (whether individually owned, nonowner occupied, or grouped through an association or cooperative of property owners) any waste generated or produced is owned by the individual owner or occupant and not by the landlord, property owner, cooperative, or association or property manager or agent of such person;
3. Prohibit a generator of source separated recyclable material from selling or exchanging such material to any person for fair market value for recycling or reuse;
4. Prohibit any person from transporting, disposing of, or resource recovering sewage sludge, septic pumpings, and cesspool pumpings;
5. Prohibit any person licensed as a motor vehicle wrecker under ORS 822.110 et seq., from collecting, transporting, disposing of, or utilizing motor vehicles or motor vehicle parts;
6. Prohibit any person transporting solid waste through the City that is not collected within the City;
7. Prohibit a contractor registered under ORS Chapter 701 from hauling waste created in connection with the demolition, construction, or remodeling of a building or structure or in connection with land clearing and development. Such waste shall be hauled in equipment owned by the contractor and operated by the contractor's employees;

8. Prohibit the collection, transportation, and reuse of repairable or cleanable discards by private charitable organizations regularly engaged in such business or activity including, without limitation, Salvation Army, Goodwill, St. Vincent De Paul, and similar organizations;

9. Prohibit a person from conducting an activity determined by the City Manager to be a civic, community, benevolent, or charitable program, providing that such activity does not include the collection of putrescible solid waste. The organization conducting such program shall comply with all applicable provisions of this chapter;

10. Prohibit a person from transporting or disposing of waste that is produced as an incidental part of the regular carrying on of the business but a person shall not provide collection service for any accumulated waste generated by a customer of that business;

11. Require franchisee to store, collect, transport, dispose of, or resource recover any hazardous waste as defined by or pursuant to ORS Chapter 466; provided, however, that franchisee may engage in a separate business of handling such wastes separate and apart from this franchise and chapter. (Ord. 1955 § 1 (part), 2005)

13.24.045 BUSINESS RECYCLING REQUIREMENTS

All businesses within the City shall comply with waste prevention, recycling, and composting requirements as set forth in this chapter and the regulations promulgated hereunder.

A. Businesses shall source separate all recyclable paper, cardboard, glass and plastic bottles and jars, and metal cans for reuse or recycling.

B. Businesses shall ensure the provision of recycling receptacles for internal and/or external maintenance or work areas where recyclable materials are collected, stored, or both.

C. Businesses shall post accurate signs that:

1. Describe the location where recyclable materials are collected, stored, or both;
2. Identify the materials the business must source separate for reuse or recycling; and
3. Provide recycling instructions.

D. Persons providing garbage collection service to business tenants as part of their rental/lease, shall provide recycling collection systems enabling the business tenants to recycle in compliance with this chapter and any regulations promulgated hereunder. (Ord. 1992 § 2, 2009)

13.24.050 ADOPTION AND REVISION OF RULES

A. Under authority of the Milwaukie Municipal Code, the City Manager is authorized to adopt rules, procedures and forms to implement provisions of this chapter that regulate the collection and disposal of solid waste, recycling, and yard debris within the City.

B. Any rule adopted or revised according to the authority of the Milwaukie Municipal Code shall require a public review process. Not less than ten (10) nor more than thirty (30) days before such public review process, notice shall be given by publication in a newspaper of general local circulation. Such notice shall include the place, time, and purpose of the public review process and the location at which copies of the full set of the proposed rules may be obtained.

C. During the public review, the City Manager or designee shall hear testimony or receive written comment concerning the proposed rules. The City Manager shall review the recommendations; taking into consideration the comments received during the public review process and shall either adopt the proposal, modify or reject it.

D. An interim rule may be adopted by the City Manager or designee without prior notice upon a finding that failure to act promptly will result in serious prejudice of the public interest of the affected parties, including the specific reasons for such prejudice. Any rule adopted pursuant to this subsection shall be effective for a period of not longer than one hundred eighty (180) days. (Ord. 1955 § 1 (part), 2005)

13.24.060 SANITARY AND SAFETY REGULATIONS

A. Each franchisee shall comply with all State, federal, regional, and City laws, rules, and regulations relating to solid waste management service, as now or hereafter constituted.

B. Violation shall be an offense against the City; however, if a financial penalty is imposed by the State, federal or regional agency, the City will not impose an additional financial penalty. Notwithstanding, the City reserves the right to assess abatement or restitution costs when applicable.

C. Where enforcement action is not taken by any other agency, the City may exercise this authority in order to cure the violation. (Ord. 1955 § 1 (part), 2005)

13.24.070 STANDARDS FOR COLLECTION AND STORAGE OF SOLID WASTES AND RECYCLABLE MATERIALS

A. Storage and collection of solid waste and recyclable materials shall not create vector production and sustenance, conditions for transmission of disease to man or animals, fire hazards, or hazards to service or disposal workers or to the public. All solid wastes placed for collection shall be stored by the customer in a can (metal or heavy-duty plastic), cart, metal container, or drop box, and such receptacles, other than drop boxes, must have tightfitting covers and hand or mechanical bales to facilitate pickup. Extra volumes of solid waste that are in addition to the subscribed service, may be in heavy plastic bags that are securely tied at the top and which will accommodate the weight and volume of waste contained in them so that they do not break open upon being collected. The cleanliness of the grounds surrounding the solid waste and recyclable materials storage area and of the receptacle for such materials shall be the responsibility of the customer. Solid waste containing putrescible materials shall be stored in closed containers.

B. Recyclable materials and yard debris shall be prepared by customers and placed at curbside for collection by a franchisee in accordance with rules and standards adopted under this chapter.

C. Customers shall provide a space for all cans, carts, containers, or drop boxes, whether used for garbage or recycling, that has adequate and safe access for collection personnel and equipment. The space provided must also comply with the City development code.

D. Placement of receptacles for collection by a franchisee and requirements pertaining to weight limitations, type, and quality, and contents of receptacles placed for collection by a franchisee shall be in accordance with rules and standards adopted under this chapter.

E. The temporary storage of solid waste is permitted without compliance with the requirements for solid waste disposal sites if the temporary storage is provided under safe and sanitary conditions. Temporary storage must comply with all relevant codes and chapters of the City. (Ord. 1955 § 1 (part), 2005)

13.24.080 FRANCHISE REQUIREMENTS

A. Each franchisee shall make available, for subscription, all levels of solid waste collection service for which the City sets rates, to every customer in its franchised geographic area, subject to the limitations in Section 13.24.150 for refusal of service. Collection of bulky wastes shall be made by special arrangement between franchisee and a customer. Each franchisee shall provide each of their new customers with City-approved written information on all solid waste and recycling collection services that are available and the rates for these services. The franchisee shall not intentionally provide solid waste collection service to customers in another franchisee's geographic area within the Milwaukie City limits except by arrangement with another franchisee under a subcontract. Customers shall be given written notice of any changes in service.

B. Each franchisee shall use proper and suitable equipment for the hauling, removal, and transportation of solid waste. All equipment for transporting solid waste on public roadways within the City shall be covered and all equipment for handling the waste material shall be watertight and drip proof to the greatest extent practicable. All equipment shall be kept clean at all times and sufficient equipment shall be kept on hand to properly and adequately remove all solid waste, subject to the terms of this chapter, together with rules and standards adopted under this chapter.

C. Each franchisee shall make available solid waste management and collection service as defined in Section 13.24.020 of this chapter to customers in the City not less than once per week.

D. Each franchisee may subcontract with others to provide a portion of the solid waste collection service where the franchisee does not have the necessary equipment or service capability. Such a subcontract shall not relieve the franchisee of responsibility for providing and maintaining service and from compliance with this chapter. The franchisee shall provide written notice to the City of its intention to subcontract any portion of the solid waste collection service prior to entering into such agreement, and provide the City with a copy of the agreement, which shall require City approval prior to the agreement becoming

effective, provided however that such approval shall not be unreasonably withheld. The subcontractor shall comply with all provisions of this chapter.

E. Each franchisee shall provide the opportunity to recycle in accordance with Chapter 459A of Oregon Revised Statutes, together with the rules and regulations promulgated thereunder by the EQC, DEQ, METRO and the City.

F. Each franchisee shall permit inspection by the City of the franchisee's facilities, equipment, and personnel at reasonable times.

G. Each franchisee shall comply with all laws relating to solid waste management service and shall not have a record of violations of law or chapters that would indicate an inability to satisfactorily perform the service being franchised.

H. Each franchisee shall submit a certificate of public liability insurance with a thirty (30) day notice of cancellation clause, acceptable to the City, which will cover its business operation including each vehicle operated by the franchisee. This coverage shall include contractual liability insurance. Coverage will include two million dollars (\$2,000,000.00) per occurrence and three million dollars (\$3,000,000.00) general annual aggregate. The insurance shall name City as an additional insured and shall require written notice to City thirty (30) days in advance of cancellation. If contractor hires a carrier to make delivery, contractor shall ensure that the carrier complies with this subsection. The insurance shall indemnify and save the City harmless against liability or damage which may arise or occur from an injury to persons or property as a result of the franchisee's operation of the solid waste business.

I. Each franchisee shall comply with the hours of collection which may be set by rules and regulations under this chapter.

J. Each franchisee shall provide staff, equipment, transportation, and disposal for waste collected at one annual collection event in the City. Expenses from this event shall be reported in annual financial reports as allowable expenses for services provided within the City. (Ord. 1955 § 1 (part), 2005)

13.24.090 NONEXCLUSIVE FRANCHISE

A. No person shall do business in the collection and transport of solid waste generated within the City without a current, valid City franchise. An additional franchise to provide collection service for solid waste, recyclable materials, and yard debris in a solid waste franchised service area (as described in 12.24.120) of the City shall be granted only after a determination of need for the service. The determination of need is the responsibility of the City Council, which will seek the best balance of the following objectives:

1. To insure safe, efficient, economical, and comprehensive solid waste service;
2. To avoid duplication of service that will cause inefficiency, excessive use of fuel, increased traffic, and greater wear on streets;
3. To provide service in areas of marginal return;
4. To promote and encourage recycling and resource recovery;

5. To improve the likelihood of the franchise holder making a reasonable profit and thereby encourage investment in modern equipment;
6. To cooperate with other governmental bodies by recognizing their service arrangements; and
7. To otherwise provide for the service in a manner appropriate to the public interest.

B. In granting a franchise renewal or a new franchise due to an annexation by the City or termination or revocation of a franchise, the Council shall, in addition to the above, consider the following factors in selecting a new or replacement franchisee:

1. The candidate's prior service record in the same or a related industry and its professional relationships with other corporate entities and local, regional, and/or State jurisdictions;
2. The candidate's financial ability to perform the obligations of a franchise holder;
3. The candidate's equipment and personnel available to meet current and future needs of a franchise holder;
4. The candidate's ability to provide all services to customers within the geographic boundaries of the designated franchise area, including every residential, multifamily, and commercial customer;
5. The candidate's exercise of the burden of proof demonstrating a proposed franchise area is being or has been underserved by the existing or previous franchise holder; and
6. The candidate's good moral character as is relevant to a franchised provider's customer relations, namely any unpaid judgments against the applicant (whether doing business under the same or another name) and any judgments for civil fraud or for a crime of dishonesty.

C. Franchises granted by the City shall be nonexclusive, however it is understood that during the term of franchises granted under this chapter, the City shall not grant any other person a franchise for solid waste management unless there is a showing by the applicant of the need for such additional service in the proposed service area. As to such application(s), the Council may consider whether a current franchisee is capable of providing the additional service. In evaluating whether a need exists for additional service, the City Council may consider, among any other criteria deemed relevant by the City Council, the following items:

1. An increase in the population of the City;
2. An extension of the boundaries of the City;
3. Intensive residential, commercial, or industrial development within the boundaries of the City;
4. Changes in solid waste technology and/or recycling collection technology that could substantially improve collection service or reduce collection costs to residents of the City;
5. The effect that an additional franchise would have on each existing franchisee's ability to meet the City's service standards and maintain a fair return on its investment;

6. The number of existing collection franchisees or drop box service franchisees, as applicable, providing service in the area of the City in which the applicant wishes to provide service; and

7. Changes in federal or State laws, rules or regulations that substantially affect solid waste or recycling collection requirements.

(Ord. 1955 § 1 (part), 2005)

13.24.100 TERM OF FRANCHISE

A. A franchise to provide collection service for solid waste, recyclable materials, and yard debris in a portion of the City shall be granted for a period of ten (10) years, beginning March 5, 2015.

B. Unless grounds exist for suspension, modification, or revocation of a franchise under Section 13.24.140 of this chapter, each franchise shall be considered as a continuing ten (10) year term. Beginning 1 January of each year, each franchise will be considered renewed for an additional ten (10) year term, unless at least thirty (30) days prior to 1 January of any year the City notifies all the franchisees of the intent to terminate the continuing franchise system. Upon the giving of such notice, the franchisees will each have a franchise which will terminate on 1 January, ten years from the date of the last renewal prior to the notice of termination.

C. At least every five years thereafter, the City Manager or designee shall report to the Council a comprehensive review of the rates, customer service, franchise performance and overall state of the franchise system to determine if the system is achieving waste reduction, increased recycling, cost effective collection services and providing a high level of service to residents and businesses.

1. Upon consideration of this system status report, as noted in B above, the Council may elect to continue or terminate the continuing franchise system. If Council elects to terminate the continuing franchise system, all franchises will expire ten (10) years after the last renewal, as provided in paragraph B above.
2. Any such election to continue or terminate the continuing franchise system shall only be made after notice to all interested parties and public hearing.
3. The City shall review franchises annually to evaluate rates.

D. The City may initiate proceedings to terminate the continuing franchise system at any time, whether or not a five-year review is being conducted.

E. A decision by Council to terminate the continuing franchise system shall in no way affect the franchisee's obligations under the existing franchise agreement.

F. Nothing in this section restricts the Council from suspending, modifying, or revoking a franchise for cause pursuant to Section 13.24.140 of this chapter.

G. A franchisee who desires to terminate its rights and obligations under a franchise, shall give not less than ninety (90) days' notice of its intent. Upon receipt of such notice the Council shall initiate proceedings to consider applications by any other person for a franchise to serve the same area. (Ord. 1955 § 1 (part), 2005)

13.24.110 NOTICE REQUEST FOR FRANCHISE APPLICATIONS

A. Prior to the end of a franchise term, notice that the City intends to solicit applications for solid waste franchises shall be published in a newspaper of general circulation within the City. Notice shall also be sent to all holders of Milwaukie solid waste franchises. The City Manager or designee may keep a list of interested persons who will also be provided notice.

B. The City Manager shall establish forms and deadlines. (Ord. 1955 § 1 (part), 2005)

13.24.120 DESCRIPTION OF FRANCHISE AREAS

A City solid waste franchise service area shall include single unit residential customers and any multifamily residential, commercial, and industrial customers within that service area. The service areas shall be determined by Council resolution. The franchise areas and the franchisees serving such areas shall be indicated on a map entitled "Solid Waste Franchise Service Areas of the City of Milwaukie" (the "map"). A copy of the map shall be dated with the effective date of the Council resolution and maintained in the office of the City Manager. Amendments to the map may be made by Council resolution, and copies of amendments shall be kept on file by the City Recorder. (Ord. 1955 § 1 (part), 2005)

13.24.130 TRANSFER OF FRANCHISE

A. An assignment or transfer of a franchise shall include, but not be limited to:

1. A sale, exchange, or other transfer of fifty percent (50%) or more of franchisee's assets dedicated to service in the City;
2. A sale, exchange, or other transfer of fifty percent (50%) or more of the outstanding common stock of a franchisee;
3. Any reorganization, consolidation, merger, recapitalization, voting trust, pooling agreement, escrow arrangement, liquidation, or other transaction to which franchisee or any of its shareholders is a party which results in a change of ownership or control of fifty percent (50%) or more of the value or voting rights in the stock of the franchisee; and
4. Any combination of the foregoing that has the effect of a transfer or change of ownership and control.

B. The franchisee shall provide no less than sixty (60) days' advance written notice to the City of any proposed transfer or assignment. Except as specifically authorized by the City, the franchisee shall not assign any of its rights or delegate or otherwise transfer any of its obligations to any other person without the prior consent of the City Council. Any such assignment without the consent of City Council shall be void and any such attempted assignment shall constitute default and grounds for termination of the franchise.

C. If a franchisee requests the City's consent to transfer the franchise, the City shall act on such request within sixty (60) days of the receipt of the franchisee's written request together with all information, as set forth below, required for the City's action on the

request. The City shall not unreasonably refuse to consent to an assignment of the franchise to a proposed assignee that has sufficient knowledge, experience, and financial resources so as to be able to meet, to the satisfaction of the City Council, in its sole discretion, all obligations of the franchisee hereunder. An application to the City to consider a sale or other transfer of a franchise shall include the following:

1. A nonrefundable application fee of two thousand dollars (\$2,000.00) payable at the time of application to the City in advance to defray the City's anticipated expenses and costs resulting from the franchisee's request;
2. Financial statements audited or reviewed by a certified public accountant of the proposed assignee's operations for the three (3) immediately preceding operating years together with any additional evidence of financial ability to perform its franchise obligations; and
3. A showing that the proposed assignee meets all City criteria for the grant of a franchise as are set out in Section 13.24.090 of this chapter.

(Ord. 1955 § 1 (part), 2005)

13.24.140 SUSPENSION, MODIFICATIONS, OR REVOCATION OF FRANCHISE

A. The City Council may suspend, modify, or revoke the contract of a franchisee upon finding that the holder thereof has violated this chapter or ORS Chapter 459 or Chapter 459A, or any rule or regulation promulgated thereunder.

B. When the City receives information indicating a violation of this chapter, a written notice of such violation shall be provided to the franchisee. Such notice shall provide a description of the alleged violation, and shall provide a reasonable opportunity to correct the violation.

C. Upon receipt of the written notice, referred to in subsection B of this section, the franchisee shall have thirty (30) days from the date of mailing of the notice in which to comply or to request a public hearing before the City Council. A request for a public hearing before the City Council shall be made in writing and in the event a public hearing is held, the franchisee and other interested persons shall have a reasonable opportunity to present information and testimony in oral or written form.

D. The Council shall adopt findings of fact and conclusions which will support or deny the alleged violation. The Council may, on the basis of such findings, suspend, modify, or revoke the franchise of said franchisee or condition such action upon continued compliance with this code. The franchisee shall comply with the time specified in the notice or with the order of the City Council. (Ord. 1955 § 1 (part), 2005)

13.24.150 INTERRUPTION OF SERVICE

Each franchisee agrees, as a condition of their franchise, that whenever the City Council finds that the failure of service or threatened failure of service would result in creation of an immediate and serious health hazard or serious public nuisance, the City Council may, after a minimum of twenty-four (24) hours' actual notice to the franchisee and a public hearing if the franchisee requests it, provide or authorize another person to temporarily provide the service or

to use and operate the land, facilities, and equipment of the franchisee to provide emergency service. If a public hearing is requested by the franchisee, it may be held immediately by the City Council after compliance with the minimum notice requirements for such meetings established by the Oregon Public Meetings Law. The City Council shall return any seized property and business upon abatement of the actual or threatened interruption of service, and after payment to the City for any net cost incurred in the operation of the solid waste service. (Ord. 1955 § 1 (part), 2005)

13.24.160 RATES UNDER THIS CHAPTER

A. The City Council shall review and set rates on an annual basis by Council resolution that considers the following goals:

1. Rates shall be established to the greatest extent practicable on a cost of service basis.
2. Rates shall be adequate to provide an expected operating margin for the subsequent rate year equal to ten percent (10%) of composite city-wide gross revenues; however, the City shall not be required to change rates if the expected operating margin in the current year falls between eight (8%) and twelve percent (12%) of gross revenues. The ten percent (10%) target, and the eight (8%) to twelve percent (12%) range of return on gross revenues is considered sufficient to reflect the level of business risk assumed by the franchisee, to allow investment in equipment, and to ensure quality collection service.

B. Accordingly, the City shall have the authority to commission audits, reviews, or analyses of franchisee annual reports to validate hauler submissions. The expected operating margin for the subsequent rate year shall incorporate projected and expected inflation factors, and the effect of known or expected increases or decreases in expenses or revenues prepared on a composite basis.

C. The rates charged by franchisees shall conform to the most current Council rate resolution. Prior to implementation, the Council must approve any interim rate for services not included in the current resolution.

D. If the franchisees for the majority of the franchise areas within the City notify the City Manager in writing that they believe a material change outside the franchisees' control has occurred, and the change will have an adverse effect on operating margins, such that current year operating margins will be less than seven percent (7%), a material change will be deemed to have occurred. At that time, the City may undertake any type of review it finds necessary to validate the existence of the material change and estimate its effect on the operating margin. If the results of the review are such that no rate adjustment is warranted, persons requesting the review shall reimburse the City for reasonable costs incurred during the investigation at the time the next payment of franchise fees is due.

E. If the City believes that a material change has occurred that will result in a current year operating margins falling under eight percent (8%) or over twelve percent (12%), the City may undertake a supplementary rate review at its own expense.

F. A change in tipping fee at disposal facilities will be evaluated by the City to determine the effect upon rates and services. (Ord. 1955 § 1 (part), 2005)

13.24.170 FRANCHISE FEE

A. For the privilege of using the City's streets and other facilities and for the purpose of defraying the City's regulatory expenses, each franchisee shall pay a franchise fee to the City equal to five percent (5%) of cash receipts on residential service, commercial and drop box service, net of material sales revenue. For drop box service, disposal costs will be considered a pass-through cost. The franchise fee shall be computed and collected on a calendar quarterly basis. The fee shall be paid by the franchisee not later than the last day of the month immediately following the end of the quarter. A franchise fee payment shall become delinquent if not paid by the last day of the month immediately following the end of the quarter. A simple interest charge of eighteen percent (9%) shall be charged against the entire delinquent balance until the balance is paid.

B. At the time of payment of the quarterly fee, each franchisee shall file with the City Manager a statement of quarterly cash receipts for the period covered by the tendered fee. Such statements shall be public records. Each franchisee shall maintain books and records disclosing the cash receipts derived from business conducted within the City, which shall be open at reasonable times for audit by the City Manager or designee. The City may require a uniform system of bookkeeping and record keeping to be used by all franchisees.

C. Material misrepresentation of cash receipts by a franchisee constitutes cause for revocation of the franchise.

D. The franchise fee imposed by this section is in addition to and not in lieu of any other fee, charge, or tax imposed by the City. The obligation to pay franchise fees on cash receipts generated from services performed under a City franchise shall survive termination of the franchise no matter how terminated.

E. The City Council by resolution may change the amount and computation of franchise fees from time to time. The Council, by resolution, may reallocate the franchise fee percentages for different customer groups, such as residential or commercial, if such a reallocation mitigates a cost of service disparity that is not fully corrected through the rate setting process. In order to do so, the City Manager must be able to demonstrate that the composite rate of return among the franchisees is improved. Such a reallocation may not materially reduce the amount of total franchise fee revenue obtained by the City. (Ord. 1955 § 1 (part), 2005)

13.24.180 PAYMENT FOR SERVICES AND INTERRUPTION OR DISCONTINUANCE OF SERVICE

A. Rules and regulations pertaining to billing sequences may be adopted pursuant to this chapter. Solid waste management service may be discontinued by any franchisee when payment for such service is delinquent for a period of thirty (30) days, and after giving ten (10) days' written notice of delinquency to the occupant of the premises. The franchisee

shall not be required to resume service until the delinquency is paid and until a deposit equal to two (2) months' service is paid in advance.

B. No franchisee shall terminate service to any or all of its customers except in accordance with the provisions of this chapter. Service may be interrupted or terminated when:

1. The street or road access is unavoidably blocked through no fault of the franchisee or if there is no reasonable alternative route or routes to serve all or a portion of its customers; but in either event, the City shall not be liable for any such blocking of access; or

2. Adverse weather conditions render providing service unduly hazardous to persons or equipment providing such service or if such interruption or termination is caused by an "act of God" or a public enemy.

C. A franchisee shall have the right to establish, by agreement with individual customers in the City, the time or times when solid waste shall be gathered and collected, but such agreement shall not conflict with any rules adopted by the City. (Ord. 1955 § 1 (part), 2005)

13.24.190 ANNEXATION OF PROPERTY TO CITY

If property is annexed by the City, the City and the franchisee shall comply with ORS 459.085(3). (Ord. 1955 § 1 (part), 2005)

13.24.200 VIOLATIONS

A. Without the consent of the owner or lessee, it is unlawful for any person to dispose of, place or deposit any waste, solid waste, or recyclable materials in a container, drop box, or other receptacle owned or leased by another person.

B. No unauthorized person shall take or remove any solid waste or recyclable materials placed for collection by a franchisee.

C. No person shall provide nor offer to provide solid waste management service in the City unless they are exempted under Section 13.24.040 of this chapter or unless they are a franchisee under this chapter.

D. No person shall violate any other provisions of this chapter or rules and regulations promulgated thereunder.

E. These violations shall be subject to the penalties set forth in Section 13.24.210 of this chapter. (Ord. 1955 § 1 (part), 2005)

13.24.210 PROCESS FOR DETERMINING PENALTIES

A. Any person deemed to be in violation of any of the provisions of this chapter shall be charged with a civil infraction and cited into Municipal Court using the civil infraction procedures of Title I of the Milwaukie Municipal Code.

B. Any person violating any of the provisions of this chapter shall be deemed guilty of a civil infraction, and upon conviction thereof, shall be fined according to rules established under

Section 1.12.010 of this code. Any nonfranchised person engaging in any of the activities franchised under this chapter for compensation shall in addition be guilty of a civil infraction for each incident or day, whichever is greater, of the violation of the chapter and subject to an additional fine not exceeding five hundred dollars (\$500.00). (Ord. 1955 § 1 (part), 2005)



KAHUWAS-01

JACKIE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hagan Hamilton Insurance PO Box 847 McMinnville, OR 97128	CONTACT NAME: PHONE (A/C, No, Ext): (503) 472-2165 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED Kahut Waste Services, LLC Hoodview Disposal & Recycling, Inc Ray Kahut PO Box 550 Canby, OR 97013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : EMC Insurance Companies</td> <td></td> </tr> <tr> <td>INSURER B : SAIF</td> <td style="text-align: center;">36196</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : EMC Insurance Companies		INSURER B : SAIF	36196	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : EMC Insurance Companies															
INSURER B : SAIF	36196														
INSURER C :															
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INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		4X92951	05/15/2014	05/15/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			4X92951	05/15/2014	05/15/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Auto Pollution \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4X92951	05/15/2014	05/15/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	982923	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is added as additional insured with respects to liability arising out of ongoing operations performed for the additional insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Milwaukie Milwaukie City Hall 10722 SE Main Street Milwaukie, OR 97222	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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KAHUWAS-01

JACKIE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hagan Hamilton Insurance PO Box 847 McMinnville, OR 97128	CONTACT NAME: PHONE (A/C, No, Ext): (503) 472-2165	FAX (A/C, No):	
	E-MAIL ADDRESS:		
INSURED Kahut Waste Services, LLC Hoodview Disposal & Recycling, Inc Ray Kahut PO Box 550 Canby, OR 97013	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: EMC Insurance Companies		
	INSURER B: SAIF		36196
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	4X92951	05/15/2015	05/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		4X92951	05/15/2015	05/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		4X92951	05/15/2015	05/15/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A	982923	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is added as additional insured with respects to liability arising out of ongoing operations performed for the additional insured.

CERTIFICATE HOLDER

CANCELLATION

City of Milwaukie Milwaukie City Hall
 10722 SE Main Street
 Milwaukie, OR 97222

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jackie Dev

WS56

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ADDITIONAL REMARKS SCHEDULE

AGENCY Hagan Hamilton Insurance		NAMED INSURED Kahut Waste Services, LLC Hoodview Disposal & Recycling, Inc	
POLICY NUMBER SEE PAGE 1		Ray Kahut PO Box 550 Canby, OR 97013	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Remarks:

Named Insured Includes:

Kahut Waste Services, LLC
B & J Garbage Company
Canby Disposal Company
Canby Transfer & Recycling, Inc
City Sanitary Services
Hoodview Disposal & Recycling, Inc
JM Boitano Sanitary Service, Inc
Kahut City Sanitary Service, Inc
KB Recycling, Inc
West Linn Refuse & Recycling, Inc



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Hagan Hamilton Insurance PO Box 847 Mcminville, OR 97128	CONTACT NAME: PHONE (A/C, No, Ext): (503) 472-2165		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED Kahut Waste Services, LLC ETAL Ray Kahut PO Box 550 Canby, OR 97013	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : EMC Insurance Companies		
	INSURER B : SAIF		36196
	INSURER C :		
	INSURER D :		
	INSURER E :		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		4X92951	05/15/2017	05/15/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			4X92951	05/15/2017	05/15/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			4X92951	05/15/2017	05/15/2018	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$ 3,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	982923	01/01/2017	01/01/2018	PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is added as additional insured with respects to liability arising out of ongoing operations performed for the additional insured.

CERTIFICATE HOLDER City of Milwaukie Milwaukie City Hall 10722 SE Main Street Milwaukie, OR 97222	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jackie Dev</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Hagan Hamilton Insurance, PO Box 847, McMinnville, OR 97128. CONTACT NAME: Hagan Hamilton Insurance, PHONE: (503) 472-2165, FAX: (A/C, No):. INSURER(S) AFFORDING COVERAGE: INSURER A: Ohio Casualty Insurance Co. (24074), INSURER B: SAIF (36196).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability (BKS58690759), Automobile Liability (BAS58690759), Umbrella Liability (USO58690759), and Workers Compensation and Employers' Liability (982923).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate holder is added as additional insured with respects to liability arising out of ongoing operations performed for the additional insured.

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: City of Milwaukie Milwaukie City Hall, 10722 SE Main Street, Milwaukie, OR 97222. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Jackie Dev



ADDITIONAL REMARKS SCHEDULE

AGENCY Hagan Hamilton Insurance		NAMED INSURED Kahut Waste Services, LLC ETAL Ray Kahut PO Box 550 Canby, OR 97013	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Named Insured includes:
 Kahut City Sanitary Service, Inc dba City Sanitary Service
 Canby Disposal Company
 KB Recycling, Inc
 West Linn Refuse & Recycling, Inc
 B & J Garbage Company
 Hoodview Disposal & Recycling, Inc
 Canby Transfer & Recycling, Inc
 JM Boitano Sanitary Service, Inc
 Kahut Investment Holdings, LLC
 Mel Deines Sanitary service, Inc
 Fred A Kahut Revocable Living Trust



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER KBI Insurance Inc P.O. Box 888 18660 S.W. Boones Ferry Rd. Tualatin OR 97062	CONTACT NAME:		
	PHONE (A/C No. Ext):	(503) 692-1520	FAX (A/C No): (503) 692-1299
INSURED Mel Deines Sanitary Service, Inc. P. O. Box 22265 Milwaukie OR 97222	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Pioneer Specialty Insurance	
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2015

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		CPP 1054046 03	4/1/2015	4/1/2016	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY	X		CPP 1052876 03	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
							PIP-Basic	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CPP 1052876 00	4/1/2015	4/1/2016	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THE CITY OF MILWAUKIE IS LISTED AS AN ADDITIONAL INSURED PER FORMS WN GL 39 03 10 & WN CA 27 11 12

CERTIFICATE HOLDER**CANCELLATION**

(503) 652-4433	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
CITY OF MILWAUKIE MILWAUKIE CITY HALL ATTN: JOANN HERRIGEL 10722 SE MAIN ST. MILWAUKIE, OR 97222	AUTHORIZED REPRESENTATIVE
	David Kilhefner/LMD

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT



The Commercial General Liability Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Bodily Injury And Property Damage Liability	
• Non Owned Watercraft Up To 50 Feet.....	2
Property Damage Liability	
• Elevators.....	3
• Fire, Lightning, Explosion Or Sprinkler Leakage Exception.....	3
• Borrowed Equipment (\$25,000 Per Occurrence, \$50,000 Aggregate, \$2,500 Deductible Per Occurrence.....	3
Supplementary Payments – Amended	
• Bail Bonds Up To \$5,000.....	3
• Loss of Earnings Up To \$500/Day.....	3
Who Is An Insured Amendments	
• Employee Bodily Injury To A Co-Employee.....	4
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• Blanket Additional Insured – Vendors – As Required By Contract.....	4
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Damage To Premises Rented To You – \$300,000.....	5
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below.

SECTION I – COVERAGES AMENDMENTS

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

A. Non Owned Aircraft Or Watercraft

Item 2. Exclusions, Paragraph g. is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved in the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This Subparagraph (2) applies to any person, who with your expressed or implied consent, either uses or is responsible for the use of the watercraft;

- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

- (5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph f. (2) or f. (3) of the definition of "mobile equipment".

B. Damage To Property Coverage Extensions

Item 2. Exclusions, Paragraph j. is replaced by the following:

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion or sprinkler leakage) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in SECTION III – LIMITS OF INSURANCE. However, the provisions of this paragraph do not apply if coverage for Damage To Premises Rented To You is excluded by endorsement.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while not being used to perform operations at the jobsite. Subject to Paragraph 2. of SECTION III – LIMITS OF INSURANCE, the rules below fix the most we will pay for "property damage" under this provision:

- (1) \$25,000 any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence";
- (2) \$50,000 annual aggregate; and
- (3) We will pay only for damages in excess of \$2,500 as a result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence". We may, or if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

The insurance provided for "property damage" from the use of elevators and for "property damage" to borrowed equipment is excess over any other valid and collectible property insurance (including any deductible portion thereof) available to the insured whether primary, excess, contingent or on any other basis.

C. Damage To Premises Rented To You

Item 2. Exclusions, the last paragraph is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Paragraph 6. of SECTION III – LIMITS OF INSURANCE.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

D. Personal And Advertising Injury

Item 2. Exclusions is amended by replacing Sub-paragraphs b. and c. with the following:

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped or electronic publication of material whose first publication took place before the beginning of the policy period.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

E. Supplementary Payments – Coverages A and B

Item 1. is amended by replacing Subparagraphs b. and d. with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

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NET ADVERTISING

SECTION II – WHO IS AN INSURED AMENDMENTS

A. Employee Bodily Injury To A Co-Employee

Paragraph 2. a. (1) is replaced by the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1) (a) above; or
- (c) Arising out of his or her providing or failing to provide professional health care services.

B. Newly Acquired Organizations

Paragraph 3. a. is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

The following are added:

C. Blanket Additional Insured – Vendors – As Required By Contract

Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;

- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Provision C. does not apply:

- a. To any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products;
- b. To any vendor for which coverage as an additional insured specifically is scheduled by endorsement; or
- c. When liability included within the "products-completed operations hazard" has been excluded for such product either by the provisions of the coverage part or by endorsement.

D. Blanket Additional Insured – Lessor Of Leased Equipment

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement, executed prior to loss, that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

2. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

G. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations Relating To Premises

Section II – Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1. The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
2. The construction, erection or removal of elevators; or
3. The ownership, maintenance or use of any elevators covered by this insurance.

SECTION III -- LIMITS OF INSURANCE AMENDMENTS

A. Damage To Premises Rented To You

Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner is the greater of:
 - a. \$300,000; or
 - b. The amount shown next to the Damage To Premises Rented To You Limit in the Declarations.

However, the provisions of this paragraph do not apply if Damage To Premises Rented To You Coverage is excluded by endorsement.

E. Blanket Additional Insured – Managers Or Lessors Of Premises

Section II – Who Is An Insured is amended to include as an insured any person or organization with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

F. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

Section II – Who Is An Insured is amended to include as an insured any state or governmental agency or subdivision or political subdivision with whom you have agreed in a written contract, executed prior to loss, to name as an additional insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

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B. Medical Expense Limit

Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the greater of:

- a. \$10,000; or
- b. The amount shown next to the Medical Expense Limit in the Declarations.

This insurance does not apply if coverage for Medical Expenses is excluded either by the provisions of the coverage part or by endorsement.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS AMENDMENTS

A. Knowledge Of Occurrence

Item 2. Duties In The Event Of Occurrence, Offense, Claim or Suit is amended by adding the following:

- e. You must give us or our authorized representative prompt notice of an "occurrence", claim or loss only when the "occurrence", claim or loss is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation; or
 - (4) A member or manager, if you are a limited liability company.

B. Other Insurance

Item 4. Other Insurance, b. Excess Insurance (1) (a) (ii) is replaced by the following:

(ii) That is fire, lightning, explosion or sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner;

C. Unintentional Failure To Disclose Hazards

Paragraph 6. Representations is replaced by the following:

6. Representations And Unintentional Failure To Disclose Hazards

- a. By accepting this policy, you agree:
 - (1) The statements in the Declarations are accurate and complete;
 - (2) Those statements are based upon representations you made to us; and
 - (3) We have issued this policy in reliance upon your representations.
- b. If you unintentionally fail to disclose any hazards existing at the inception date of

your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Waiver of Subrogation

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract, executed prior to loss, requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

SECTION V – DEFINITIONS AMENDMENTS

A. Bodily Injury Redefined

Paragraph 3. "Bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from such bodily injury.

B. Insured Contract Amended

Paragraph 9. a. is replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

C. Personal And Advertising Injury Redefined

Paragraph 14. d. and e. are replaced by the following:

- d. Oral, written, televised, videotaped or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service;
- e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy;

BUSINESS AUTO ENHANCEMENT ENDORSEMENT



The Business Auto Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Accidental Airbag Deployment Coverage	4
Auto Loan/Lease Gap Coverage	4
Blanket Additional Insured	2
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Broadened Definition of Bodily Injury to Include Mental Anguish	5
Deductible Waiver for Glass Repair	3
Employee Hired Auto	2, 5
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	3
Knowledge of Accident, Claim, Suit or Loss	4
Loss Of Use Expenses - Amended	3
Personal Effects	3
Rental Reimbursement Coverage	3
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	2
• Loss of Earnings up to \$500/Day	2
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	5

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

SECTION II – LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured – amended

SECTION II – LIABILITY COVERAGE, Item A. Coverage, 1. Who Is An Insured is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, "insured" does not include any subsidiary of yours that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for termination of such policy or the exhaustion on such policy's limits of insurance.

- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:
 - (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
 - (2) does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization;
 - (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - (4) does not apply to an "insured" under any other automobile liability policy, or would be an "insured" under such a policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

- f. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.
- g. Any "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in the "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Blanket Additional Insured

Section II – LIABILITY COVERAGE, Item A. Coverage, 1. Who Is An Insured, paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. Liability Coverage Extensions – Supplementary Payments

SECTION II – LIABILITY COVERAGE, Item A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the

"insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee does not apply.

SECTION III - PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Transportation Expense - Limits Amended

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1000 maximum.

B. Hired Auto Physical Damage - Loss Of Use Expenses - Limits Amended

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

C. Personal Effects Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A., Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects

We will pay up to \$500 for "loss" to personal effects, which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage

D. Glass Repair - Deductible Waiver

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. Coverage, 3. Glass Breakage, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

E. Hired Auto Physical Damage

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. Coverage is amended by adding the following:

- 5. If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified

Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of like kind and use, subject to the following:

- a. The most we will pay for any one "loss" is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to "loss" caused by fire or lightening;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

F. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE Item A. Coverage, is amended by adding the following:

- 6. This coverage applies only to a covered "auto" of the private passenger or light truck type as follows:
 - a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto." No deductibles apply to this coverage.
 - b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - 1. The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to

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locate the covered private passenger or light truck type "auto" and return it to you; or

2. 30 days.
- c. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred, or
 2. \$50 per day, up to a maximum of \$1,000.
- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extension.

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

G. Accidental Airbag Deployment Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE Item A. Coverage is amended by adding the following:

7. We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

H. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

8. This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total "loss" to a covered "auto" described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

SECTION IV – BUSINESS AUTO CONDITION AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended to add the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. is deleted and replace by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be a covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow.
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

SECTION V – DEFINITIONS AMENDMENTS

A. "Bodily Injury" Redefined To Include Mental Anguish

SECTION V – DEFINITIONS, C. "Bodily Injury" is deleted and replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from such bodily injury.

000039 192/107



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KBI Insurance Inc P.O. Box 888 18660 S.W. Boones Ferry Rd. Tualatin OR 97062	CONTACT NAME:		
	PHONE (A/C No. Ext):	(503) 692-1520	FAX (A/C No.): (503) 692-1299
INSURED Mel Deines Sanitary Service, Inc. P. O. Box 22265 Milwaukie OR 97222	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Pioneer Specialty Insurance	
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 2016

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		CPP 1054046 04	4/1/2016	4/1/2017	MED EXP (Any one person) \$ 5,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:								
	<input checked="" type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC				\$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS	X		CPP 1052876 04	4/1/2016	4/1/2017	PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE		CPP 1018545 01	4/1/2016	4/1/2017	AGGREGATE \$ 1,000,000	
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THE CITY OF MILWAUKIE IS LISTED AS AN ADDITIONAL INSURED PER FORMS WN GL 49 07 15 & WN CA 27 11 12

CERTIFICATE HOLDER

(503) 652-4433

CITY OF MILWAUKIE
MILWAUKIE CITY HALL
ATTN: JOANN HERRIGEL
10722 SE MAIN ST.
MILWAUKIE, OR 97222

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Kilhefner/LMD

ACORD 25 (2010/05)

INS025 (201005).01

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

1. The minimum amount required by the contract or agreement; or
2. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek any contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

The Business Auto Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Accidental Airbag Deployment Coverage	4
Auto Loan/Lease Gap Coverage	4
Blanket Additional Insured	2
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Broadened Definition of Bodily Injury to Include Mental Anguish	5
Deductible Waiver for Glass Repair	3
Employee Hired Auto	2, 5
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	3
Knowledge of Accident, Claim, Suit or Loss	4
Loss Of Use Expenses - Amended	3
Personal Effects	3
Rental Reimbursement Coverage	3
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	2
• Loss of Earnings up to \$500/Day	2
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	5

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

SECTION II – LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured – amended

SECTION II – LIABILITY COVERAGE, Item A. Coverage, 1. Who Is An Insured is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, "insured" does not include any subsidiary of yours that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for termination of such policy or the exhaustion on such policy's limits of insurance.

- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:

- (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
- (2) does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization;
- (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
- (4) does not apply to an "insured" under any other automobile liability policy, or would be an "insured" under such a policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

- f. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

- g. Any "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in the "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Blanket Additional Insured

Section II – LIABILITY COVERAGE, Item A. Coverage, 1. Who Is An Insured, paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. Liability Coverage Extensions – Supplementary Payments

SECTION II – LIABILITY COVERAGE, Item A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the

"insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee does not apply.

SECTION III - PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Transportation Expense - Limits Amended

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1000 maximum.

B. Hired Auto Physical Damage - Loss Of Use Expenses - Limits Amended

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

C. Personal Effects Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A., Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects

We will pay up to \$500 for "loss" to personal effects, which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage

D. Glass Repair - Deductible Waiver

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. Coverage, 3. Glass Breakage, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

E. Hired Auto Physical Damage

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. Coverage is amended by adding the following:

- 5. If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified

Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of like kind and use, subject to the following:

- a. The most we will pay for any one "loss" is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to "loss" caused by fire or lightning;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

F. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE Item A. Coverage, is amended by adding the following:

- 6. This coverage applies only to a covered "auto" of the private passenger or light truck type as follows:
 - a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto." No deductibles apply to this coverage.
 - b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - 1. The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to

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locate the covered private passenger or light truck type "auto" and return it to you; or

2. 30 days.
- c. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred, or
 2. \$50 per day, up to a maximum of \$1,000.
- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extension.

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

G. Accidental Airbag Deployment Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE Item A. Coverage is amended by adding the following:

7. We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

H. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

8. This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total "loss" to a covered "auto" described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

SECTION IV – BUSINESS AUTO CONDITION AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended to add the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be a covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow.
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

SECTION V – DEFINITIONS AMENDMENTS

A. "Bodily Injury" Redefined To Include Mental Anguish

SECTION V – DEFINITIONS, C. "Bodily Injury" is deleted and replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from such bodily injury.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER KBI Insurance Inc P.O. Box 888 18660 S.W. Boones Ferry Rd. Tualatin OR 97062	CONTACT NAME: PHONE (A/C, No, Ext): (503) 692-1520		FAX (A/C, No): (503) 692-1299
	E-MAIL ADDRESS:		
INSURED Mel Deines Sanitary Service, Inc. P. O. Box 22265 Milwaukie OR 97222	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Western National Assurance Co.		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER: 2017** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		CPP 1054046 05	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
A	AUTOMOBILE LIABILITY	X		CPP 1052876 05	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$
A	UMBRELLA LIAB	X		CPP 1018545 02	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB						AGGREGATE \$ 1,000,000
	DED. RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THE CITY OF MILWAUKIE IS LISTED AS AN ADDITIONAL INSURED PER FORMS WN GL 49 07 15 & WN CA 27 11 12

CERTIFICATE HOLDER

(503) 652-4433

CITY OF MILWAUKIE
 MILWAUKIE CITY HALL
 ATTN: JOANN HERRIGEL
 10722 SE MAIN ST.
 MILWAUKIE, OR 97222

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Kilhefner/LMD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU
PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

1. The minimum amount required by the contract or agreement; or
2. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek any contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

BUSINESS AUTO ENHANCEMENT ENDORSEMENT



The Business Auto Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Accidental Airbag Deployment Coverage	4
Auto Loan/Lease Gap Coverage	4
Blanket Additional Insured	2
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Broadened Definition of Bodily Injury to Include Mental Anguish	5
Deductible Waiver for Glass Repair	3
Employee Hired Auto	2, 5
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	3
Knowledge of Accident, Claim, Suit or Loss	4
Loss Of Use Expenses - Amended	3
Personal Effects	3
Rental Reimbursement Coverage	3
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	2
• Loss of Earnings up to \$500/Day	2
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	5

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

SECTION II – LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured – amended

SECTION II – LIABILITY COVERAGE, Item A. Coverage, 1. Who Is An Insured is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, "insured" does not include any subsidiary of yours that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for termination of such policy or the exhaustion on such policy's limits of insurance.

- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:

- (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
- (2) does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization;
- (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
- (4) does not apply to an "insured" under any other automobile liability policy, or would be an "insured" under such a policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

- f. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

- g. Any "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in the "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Blanket Additional Insured

Section II – LIABILITY COVERAGE, Item A. Coverage, 1. Who Is An Insured, paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. Liability Coverage Extensions – Supplementary Payments

SECTION II – LIABILITY COVERAGE, Item A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the

"insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee does not apply.

SECTION III - PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Transportation Expense – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1000 maximum.

B. Hired Auto Physical Damage – Loss Of Use Expenses – Limits Amended

SECTION III – PHYSICAL DAMAGE COVERAGE, Item A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

C. Personal Effects Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, Item A., Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects

We will pay up to \$500 for "loss" to personal effects, which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage

D. Glass Repair – Deductible Waiver

SECTION III – PHYSICAL DAMAGE COVERAGE, Item A. Coverage, 3. Glass Breakage, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

E. Hired Auto Physical Damage

SECTION III – PHYSICAL DAMAGE COVERAGE, Item A. Coverage is amended by adding the following:

- 5. If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified

Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of like kind and use, subject to the following:

- a. The most we will pay for any one "loss" is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to "loss" caused by fire or lightning;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

F. Rental Reimbursement

SECTION III – PHYSICAL DAMAGE COVERAGE Item A. Coverage, is amended by adding the following:

- 6. This coverage applies only to a covered "auto" of the private passenger or light truck type as follows:
 - a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto." No deductibles apply to this coverage.
 - b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - 1. The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to



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locate the covered private passenger or light truck type "auto" and return it to you; or

- 2. 30 days.
- c. Our payment is limited to the lesser of the following amounts:
 - 1. Necessary and actual expenses incurred, or
 - 2. \$50 per day, up to a maximum of \$1,000.
- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extension.

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

G. Accidental Airbag Deployment Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE Item A. Coverage is amended by adding the following:

- 7. We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

H. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

- 8. This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total "loss" to a covered "auto" described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

SECTION IV – BUSINESS AUTO CONDITION AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended to add the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be a covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow.
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

SECTION V – DEFINITIONS AMENDMENTS

A. "Bodily Injury" Redefined To Include Mental Anguish

SECTION V – DEFINITIONS, C. "Bodily Injury" is deleted and replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from such bodily injury.



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CERTIFICATE OF LIABILITY INSURANCE

1/1/2016 DATE (MM/DD/YYYY) 12/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	Indemnity Insurance Co of North America	43575
INSURER C:	ACE Property & Casualty Insurance Co	20699
INSURER D:	ACE Fire Underwriters Insurance Company	20702
INSURER E:		
INSURER F:		

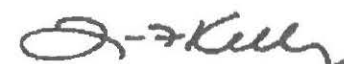
INSURED
1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF OREGON
7227 NORTHEAST 55TH AVENUE
PORTLAND OR 97218

COVERAGES ORPORT01 CERTIFICATE NUMBER: 3405894 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	HDO G27341251	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (If a occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H08830472	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED \$ RETENTION \$	Y	Y	XOO G2742305A	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WLR C4814181A (AOS) WLR C48141821 (CA & MA) SCF C48141833 (WT)	1/1/2015 1/1/2015 1/1/2015	1/1/2016 1/1/2016 1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 3,000,000 EL DISEASE - EA EMPLOYEE \$ 3,000,000 EL DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H08830460	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 3405894 CITY OF MILWAUKIE 10722 SOUTHEAST MAIN STREET MILWAUKIE OR 97222	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF OREGON 7227 NORTHEAST 55TH AVENUE PORTLAND OR 97218	INSURER B: Indemnity Insurance Co of North America	
	INSURER C: ACE Property & Casualty Insurance Co	
	INSURER D: ACE Fire Underwriters Insurance Company	
	INSURER E:	
	INSURER F:	

COVERAGES ORPORT01 CERTIFICATE NUMBER: 11189653 REVISION NUMBER: XXXXXXXX

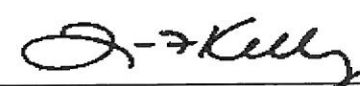
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	HDO G27403311	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H08866326	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G27929242 001	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WLR C48596769 (AOS) WLR C48596800 (CA & MA) SCF C48596848 (WI)	1/1/2016 1/1/2016 1/1/2016	1/1/2017 1/1/2017 1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	N	XSA H08866314	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

11189653 CITY OF MILWAUKIE 10722 SE MAIN STREET MILWAUKIE OR 97222	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

1/1/2018

DATE (MM/DD/YYYY)
12/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF OREGON 7227 NORTHEAST 55TH AVENUE PORTLAND OR 97218	INSURER B: Indemnity Insurance Co of North America	
	INSURER C: ACE Property & Casualty Insurance Co	
	INSURER D: ACE Fire Underwriters Insurance Company	
	INSURER E:	
	INSURER F:	

COVERAGES ORPORT01 CERTIFICATE NUMBER: 3405894 REVISION NUMBER: XXXXXXXX

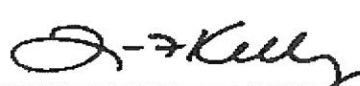
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G27860825	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H09052884	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G27929242 002	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	Y WLR C49106944 (AOS) WLR C49106907 (AZ,CA,&MA) SCF C49106981 (WI)	1/1/2017 1/1/2017 1/1/2017	1/1/2018 1/1/2018 1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	Y	XSA H09052872	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

3405894 CITY OF MILWAUKIE 10722 SOUTHEAST MAIN STREET MILWAUKIE OR 97222	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

1/1/2020

DATE (MM/DD/YYYY)

12/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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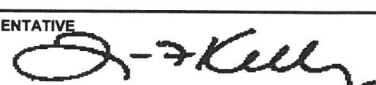
PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE American Insurance Company		22667
INSURER B : Indemnity Insurance Co of North America		43575
INSURER C : ACE Fire Underwriters Insurance Company		20702
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES ORPORT01 **CERTIFICATE NUMBER:** 3405894 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G71212993	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	MMT H2527863A	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G27929242 004	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C65435846 (AOS) WLR C65435809 (CA & MA) SCF C65435883 (WI)	1/1/2019 1/1/2019 1/1/2019	1/1/2020 1/1/2020 1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	Y	XSA H25278598	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 3405894 CITY OF MILWAUKIE 10722 SOUTHEAST MAIN STREET MILWAUKIE OR 97222	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

1/1/2020

DATE (MM/DD/YYYY)

12/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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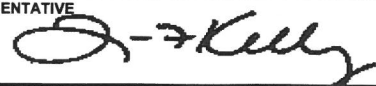
PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF OREGON 7227 NORTHEAST 55TH AVENUE PORTLAND OR 97218	INSURER A :	ACE American Insurance Company 22667
	INSURER B :	Indemnity Insurance Co of North America 43575
	INSURER C :	ACE Fire Underwriters Insurance Company 20702
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES ORPORT01 CERTIFICATE NUMBER: 11189653 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G71212993	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H2527863A	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G27929242 004	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C65435846 (AOS) WLR C65435809 (CA & MA) SCF C65435883 (WI)	1/1/2019 1/1/2019 1/1/2019	1/1/2020 1/1/2020 1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	N	XSA H25278598	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 11189653 CITY OF MILWAUKIE 10722 SE MAIN STREET MILWAUKIE OR 97222	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/9/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KPD Insurance, Inc. PO Box 784 Springfield OR 97477	CONTACT NAME: Joanne Abels PHONE (A/C, No, Ext): 541-741-0550 FAX (A/C, No): 541-741-1674 E-MAIL ADDRESS: joannea@kpdinsurance.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : North Pacific Insurance Co.	NAIC # 23892
INSURED Kiser Enterprises, Inc dba: Wichita Sanitary Service PO Box 338 Gladstone OR 97027	KISE01C	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

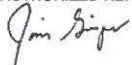
COVERAGES **CERTIFICATE NUMBER:** 2091910527 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			C10164902	12/1/2014	12/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			C10164902	12/1/2014	12/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$DED 500 Pollution \$1000 Ded \$100,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			C10164902	12/1/2014	12/1/2015	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: All Operations. City of Milwaukie is Additional Insured per attached from CG2012 (07/98).

CERTIFICATE HOLDER City of Milwaukie Finance Director/ Mrs. Casey Camors, CPA 10722 SE Main St Milwaukie OR 97222	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
STATE OR POLITICAL SUBDIVISIONS – PERMITS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

<p>State Or Political Subdivision:</p> <p>Blanket states or political subdivisions</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

- 1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- 2. This insurance does not apply to:
 - a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KBI Insurance Inc P.O. Box 888 18660 S.W. Boones Ferry Rd. Tualatin OR 97062	CONTACT NAME: PHONE (A/C, No, Ext): (503) 692-1520 FAX (A/C, No): (503) 692-1299 E-MAIL ADDRESS:																					
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td colspan="2">Pioneer Specialty Insurance</td> </tr> <tr> <td>INSURER B:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER C:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER D:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER E:</td> <td colspan="2"></td> </tr> <tr> <td>INSURER F:</td> <td colspan="2"></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Pioneer Specialty Insurance		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Pioneer Specialty Insurance																					
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						
INSURED Clackamas Garbage Company, Inc 8123 SE Roots Road Milwaukie OR 97267																						


COVERAGES CERTIFICATE NUMBER: 2014 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		CPP1058737	6/17/2014	6/17/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X		CPP1055789	6/17/2014	6/17/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UMB1057777	4/21/2015	6/17/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 THE CITY OF MILWAUKIE IS ADDED AS ADDITIONAL INSURED PER ATTACHED FORM

CERTIFICATE HOLDER**CANCELLATION**

CITY OF MILWAUKIE 10722 SE MAIN STREET MILWAUKIE, OR 97222	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE David Kilhefner/CMD 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OREGON ADDITIONAL INSURED – OWNERS,
LESSEES OR CONTRACTORS – AUTOMATIC STATUS
WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU
PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your ongoing operations for the additional insured and only to the extent that such "bodily injury", "property damage" or "personal and advertising injury" is caused by your negligence or the negligence of those performing operations on your behalf.
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B.** The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to Limits of Insurance shown in the Declarations.
- C.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
 2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- D.** As respects the coverage provided under this endorsement, Paragraph 4.b. of the Other Insurance Condition is deleted and replaced by the following:
- 4. Other Insurance**
- b. Excess Insurance**
- This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless the written contract or agreement described in **A.** above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.

30 DAY NOTICE & ENDEAVOR INFO



Forms Notice

JUNE 28, 2010 ✓

ACORD is receiving numerous inquiries regarding the need to use only the most recent version of our forms, including the ACORD 25—Certificate of Liability.

As explained in more detail in the FAQ on U.S. ACORD certificates published on our website earlier this year (http://www.acord.org/standards/forms/Documents/ACORDCertificatesFAQ_201004.pdf), any editions of our forms that have been withdrawn from the forms library are not kept up-to-date as to regulatory requirements, and therefore should not be distributed for use. **It is imperative that all ACORD forms users use the most current versions of our forms.**

A revised edition of the ACORD 25 was published in October 2009. One of the more significant changes was to the language referencing policy cancellation provisions. Here is a comparison of the old and new text:

Old Text	New Text
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ___ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

The word "endeavor" was removed because policy cancellation provisions generally don't use the word "endeavor". Only a policy can obligate an insurer to provide notice of cancellation. Unless a policy's provisions explicitly provide for notice to a party also listed as the certificate holder on the certificate of insurance, the insurer is not obliged to notify that party.

The new language is compliant with state insurance regulatory requirements in all states, and specifically responsive to bulletins issued last year by the South Dakota Insurance Department. Since the form is national, not state-specific and is filed where required, only the version of the form containing the new language should be used in all states.

Certificates of insurance may be viewed as a summarized reflection of an insurance policy and are only informational! The policy is the definitive source for its provisions, not the certificate. If any party in addition to the first named insured desires a copy of a cancellation notice in the event the policy is cancelled, that party should be expressly endorsed onto the policy as a cancellation notice recipient.

A Certificate of Insurance/Evidence of Insurance form includes, following the "Coverages" section, a field for "Description of Operations" and/or "Remarks", and that section, or an Additional Remarks Section, as well as the ACORD 101 Additional Remarks Form may be used to copy verbatim information in the policy such as the specific number of days of written notice. **Be aware that using a certificate or other form in an attempt to vary policy terms presents legal risks, including violation of insurance regulatory requirements, and should not be engaged in without prior consultation with insurance carriers, policies and legal counsel.**

www.acord.org

be used to copy verbatim information in the policy such as the specific number of days of written notice. Be aware that using a certificate or other form in an attempt to vary policy terms presents legal risks, including violation of insurance regulatory requirements, and should not be engaged in without prior consultation with insurance carriers, policies and legal counsel.

http://www.acord.org/standards/forms/Documents/20100628_ACORDFormsNotice.pdf

As you can see, this more precise statement says that the certificate can be used to copy "verbatim" the specific number of days of written notice. We take exception with this on two counts. First, again this is in conflict with ACORD's own Forms Instruction Guide as to what information is appropriate for the "Description" field. Second, we believe that simply entering the number of days of notice or a phrase like the certificate holder in question wants conflicts with the second sentence in the notice language above:

Be aware that using a certificate or other form in an attempt to vary policy terms presents legal risks, including violation of insurance regulatory requirements, and should not be engaged in without prior consultation with insurance carriers, policies and legal counsel.

In this notice language, ACORD says that the number of days can be show verbatim on the certificate. Our problem with that is implied by the "Be aware" sentence...you are always in danger of violating insurance regulatory requirements when you start excerpting policy language out of context onto a certificate. Some cancellation endorsements are two pages long and notice of cancellation invariably hinges on WHO requests cancellation (insured or insurer) and for what reason (nonpayment or otherwise). How can you show "30 days" verbatim on a certificate and not effectively be altering what the policy calls for?

Given the rise in certificate litigation in the past few years, we believe that agents open themselves up to claims of misrepresentation if all of the terms of a policy form related to cancellation are not clearly expressed. The only way to ensure that the certificate holder is aware of all of the conditions of cancellation is to provide a copy of the cancellation endorsement. Keep in mind too that certificates are often issued for CGL, auto, workers comp, and umbrella policies and the cancellation provisions can and do vary significantly, on a statutory and contractual basis, on each policy. There is simply no way you can put some kind of abbreviated cancellation statement on a certificate and not misrepresent the full impact of cancellation notice clauses or endorsements.

A certificate should be used to provide basic information about policy forms and limits. It should not be used to paraphrase or condense (even if verbatim) policy coverages, terms and conditions. Doing so may violate many state laws, regulations and DOI directives and is almost certainly asking for an E&O claim based on allegations of misrepresentation or fraud. Since this can mean, for agents, loss of license, five-figure fines, and even prison time, it's dangerous to suggest that this is a permissible activity.

Last Updated: January 27, 2011

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[Click here to return to the Certificates menu](#)

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CERTIFICATE OF LIABILITY INSURANCE

F2015-001

DATE (MM/DD/YYYY)

5/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KBI Insurance Inc P.O. Box 888 18660 S.W. Boones Ferry Rd. Tualatin OR 97062		CONTACT NAME: PHONE (A/C, No, Ext): (503) 692-1520 E-MAIL ADDRESS: ADDRESS:		FAX (A/C, No): (503) 692-1299	
INSURED Clackamas Garbage Company, Inc 8123 SE Roots Road Milwaukie OR 97267		INSURER(S) AFFORDING COVERAGE			
		INSURER A: Pioneer Specialty Insurance Company		NAIC #	
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 2015 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	CPP1058737	6/17/2015	6/17/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	CPP1055789	6/17/2015	6/17/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		UMB1019022	6/17/2015	6/17/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE CITY OF MILWAUKIE IS ADDED AS ADDITIONAL INSURED PER ATTACHED FORM

CERTIFICATE HOLDER CITY OF MILWAUKIE 10722 SE MAIN STREET MILWAUKIE, OR 97222	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Kilhefner/CMD
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OREGON ADDITIONAL INSURED – OWNERS,
LESSEES OR CONTRACTORS – AUTOMATIC STATUS
WHEN REQUIRED IN CONSTRUCTION
AGREEMENT WITH YOU
PRIMARY AND NONCONTRIBUTORY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused by your ongoing operations for the additional insured and only to the extent that such "bodily injury", "property damage" or "personal and advertising injury" is caused by your negligence or the negligence of those performing operations on your behalf.
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B.** The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to Limits of Insurance shown in the Declarations.
- C.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
 2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- D.** As respects the coverage provided under this endorsement, Paragraph **4.b.** of the Other Insurance Condition is deleted and replaced by the following:
- 4. Other Insurance**
- b. **Excess Insurance**
- This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless the written contract or agreement described in **A.** above specifically requires that this insurance be provided on either a primary basis or a primary and noncontributory basis.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RiskPoint Insurance Advisors LLC 700 NE Multnomah St, #450 Portland OR 97232	CONTACT NAME: certificates@riskpointins.com PHONE (A/C, No, Ext): 971-282-4304 E-MAIL ADDRESS: certificates@riskpointins.com		FAX (A/C, No): 503-327-8145
	INSURER(S) AFFORDING COVERAGE INSURER A : EMC Insurance Companies		NAIC #
INSURED CLACGAR-01 Clackamas Garbage Co, Inc. MKB Management, Inc. 8123 SE Roots Rd Milwaukie OR 97267	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER: 1040597504** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	5X32031	6/17/2015	6/17/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	5X32031	6/17/2015	6/17/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	5X32031	6/17/2015	6/17/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is named as Additional Insured as respects the operations of the named insured, subject to policy terms and conditions, per form attached.
 The City of Milwaukie is Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Milwaukie 10722 SE Main Street Milwaukie OR 97222	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Amy Ringase</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ELITE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

A. EXPECTED OR INTENDED INJURY

Section I – Coverage A, Exclusion **a.** is amended as follows:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

B. NON-OWNED WATERCRAFT

Section I – Coverage A, Exclusion **g.(2)** is amended as follows:

- (2) A watercraft you do not own that is:
 - (a) Less than 60 feet long; and
 - (b) Not being used to carry person(s) or property for a charge;

C. EXTENDED PROPERTY DAMAGE COVERAGE

Section I – Coverage A, Exclusions **j.(3)** and **(4)** is amended to add the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

- (1) insureds;
- (2) claims made or "suits" brought;
- (3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.
- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

D. PROPERTY DAMAGE – ELEVATORS

Section I – Coverage A.2. Exclusions paragraphs **j.(3)**, **j.(4)**, **j.(6)** and **k.** do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** paragraph **4. Other Insurance** is changed accordingly.

E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage C., that expenses must be incurred and reported to us within **one year** of the accident date is changed to **three years**.

G. SUPPLEMENTARY PAYMENTS

Supplementary Payments – Coverages A and B paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

H. SUBSIDIARIES AS INSUREDS

Section II – Who Is An Insured is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

I. BLANKET ADDITIONAL INSUREDS – AS REQUIRED BY CONTRACT

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph 2. below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring,

employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

- c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

- (1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

- (b) The construction, erection or removal of elevators; or

- (c) The ownership, maintenance or use of any elevators covered by this insurance.

- (2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

- (1) The insurance afforded any vendor does not apply to:

- (a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;

- (b) Any express warranty unauthorized by you;

- (c) Any physical or chemical change in the product made intentionally by any vendor;

- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land;
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- h. Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- i. Any Owners, Lessees, or Contractors for whom you are performing operations, but

only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other

than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.

Their status as additional insured under this endorsement ends when:

1. The license granted to you by such person(s) or organization(s) expires; or
2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.

- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.

- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.

- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.

3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.

4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

If coverage provided to any additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS

Section II – Who is an Insured, paragraph 2.a. (1) is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any

amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

K. HEALTH CARE SERVICE PROFESSIONALS AS INSURED - INCIDENTAL MALPRACTICE

Section II – Who is an Insured, paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Section II – Who Is An Insured, paragraph 3.a. is replaced by the following:

- 3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

M. DAMAGE TO PREMISES RENTED TO YOU

Section III – Limits of Insurance, paragraph 6. is replaced by the following:

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

N. MEDICAL PAYMENTS – INCREASED LIMITS

Section III – Limits of Insurance, paragraph 7. is replaced by the following:

7. Subject to paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

(a) \$10,000; or

(b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Section IV – Commercial General Liability Conditions paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual or a limited liability company;
- (2) A partner, if you are a partnership;
- (3) A member or manager, if you are a limited liability company;
- (4) An "executive officer" or insurance manager, if you are a corporation; or
- (5) A trustee, if you are a trust.

f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual or a limited liability company;
- (2) A partner, if you are a partnership;
- (3) A member or manager, if you are a limited liability company;
- (4) An "executive officer" or insurance manager, if you are a corporation; or
- (5) A trustee, if you are a trust.

P. PRIMARY AND NONCONTRIBUTORY – ADDITIONAL INSURED EXTENSION

Section IV – Commercial General Liability Conditions paragraph 4. **Other Insurance** is amended to add the following:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES

Section IV – Commercial General Liability Conditions paragraph 6. **Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Section IV – Commercial General Liability Condition paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

If required by a written contract executed prior to loss, we waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products completed operations hazard".

S. MENTAL ANGUISH

Section V – Definition 3. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

T. LIBERALIZATION

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KBI Insurance Inc P.O. Box 888 18660 S.W. Boones Ferry Rd. Tualatin OR 97062	CONTACT NAME:	PHONE (A/C No. Ext): (503) 692-1520		FAX (A/C No.): (503) 692-1299
	E-MAIL ADDRESS:			
INSURED Mel Deines Sanitary Service, Inc. P. O. Box 22265 Milwaukie OR 97222	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A: Pioneer Specialty Insurance			
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			
INSURER F:				

COVERAGES CERTIFICATE NUMBER: 2016 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY	X		CPP 1054046 04	4/1/2016	4/1/2017	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
							GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		\$
A	AUTOMOBILE LIABILITY	X		CPP 1052876 04	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)	\$
								PIP-Basic	\$
A	UMBRELLA LIAB	X		CPP 1018545 01	4/1/2016	4/1/2017	EACH OCCURRENCE	\$ 1,000,000	
	EXCESS LIAB						AGGREGATE	\$ 1,000,000	
	DED RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THE CITY OF MILWAUKIE IS LISTED AS AN ADDITIONAL INSURED PER FORMS WN GL 49 07 15 & WN CA 27 11 12

CERTIFICATE HOLDER

(503) 652-4433

CITY OF MILWAUKIE
MILWAUKIE CITY HALL
ATTN: JOANN HERRIGEL
10722 SE MAIN ST.
MILWAUKIE, OR 97222

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Kilhefner/LMD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU PRIMARY AND NONCONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against an additional insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is:

- 1. The minimum amount required by the contract or agreement; or
- 2. The Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

D. The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek any contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

The Business Auto Enhancement Endorsement is an optional endorsement that provides coverage enhancements. The following is a summary of broadened coverages provided by this endorsement. No coverage is provided by this summary, refer to following endorsement for changes in your policy.

SUMMARY OF COVERAGES	PAGE
Accidental Airbag Deployment Coverage	4
Auto Loan/Lease Gap Coverage	4
Blanket Additional Insured	2
Blanket Waiver of Subrogation	5
Broadened Definition of Insured includes:	
• Newly Acquired Organizations for up to 180 Days	2
• Employees as Insureds	2
• Subsidiaries in Which You Own 50% or More	2
Broadened Definition of Bodily Injury to Include Mental Anguish	5
Deductible Waiver for Glass Repair	3
Employee Hired Auto	2, 5
Fellow Employee Coverage	3
Hired Auto Physical Damage Coverage	3
Knowledge of Accident, Claim, Suit or Loss	4
Loss Of Use Expenses - Amended	3
Personal Effects	3
Rental Reimbursement Coverage	3
Supplementary Payments - Amended:	
• Bail Bonds up to \$5,000	2
• Loss of Earnings up to \$500/Day	2
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	5

000058 180/427

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies the insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement. The SECTIONS of the Business Auto Coverage Form identified in this endorsement will be amended as shown below.

SECTION II – LIABILITY COVERAGE AMENDMENTS

A. Who Is An Insured – amended

SECTION II – LIABILITY COVERAGE, Item A. Coverage, 1. Who Is An Insured is amended to add:

- d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form.

However, "insured" does not include any subsidiary of yours that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for termination of such policy or the exhaustion on such policy's limits of insurance.

- e. Any organization which is newly acquired or formed by you and over which you maintain majority ownership. However, coverage under this provision:
- (1) is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first;
 - (2) does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization;
 - (3) does not apply to any newly acquired or formed organization that is a joint venture or partnership; and
 - (4) does not apply to an "insured" under any other automobile liability policy, or would be an "insured" under such a policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

- f. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

- g. Any "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in the "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Blanket Additional Insured

Section II – LIABILITY COVERAGE, Item A. Coverage, 1. Who Is An Insured, paragraph c. is amended to add the following:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that persons or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. Liability Coverage Extensions – Supplementary Payments

SECTION II – LIABILITY COVERAGE, Item A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by replacing subparagraphs (2) and (4) with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the

"insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

D. Fellow Employee Coverage

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee does not apply.

SECTION III - PHYSICAL DAMAGE COVERAGE AMENDMENTS

A. Transportation Expense - Limits Amended

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses is amended by replacing \$20 per day/\$600 maximum limit with \$50 per day/\$1000 maximum.

B. Hired Auto Physical Damage - Loss Of Use Expenses - Limits Amended

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. Coverage, 4. Coverage Extensions, b. Loss of Use Expenses is amended by replacing the \$20 per day/\$600 maximum limit with \$50 per day/\$750 maximum limit.

C. Personal Effects Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A., Coverage, 4. Coverage Extensions is amended by adding the following:

c. Personal Effects

We will pay up to \$500 for "loss" to personal effects, which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto."

This coverage applies only in the event of the total theft of your covered "auto." No deductible applies to this coverage

D. Glass Repair - Deductible Waiver

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. Coverage, 3. Glass Breakage, is amended by adding the following:

No deductible will apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

E. Hired Auto Physical Damage

SECTION III - PHYSICAL DAMAGE COVERAGE, Item A. Coverage is amended by adding the following:

- 5. If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified

Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of like kind and use, subject to the following:

- a. The most we will pay for any one "loss" is \$50,000 or the actual cash value or cost to repair or replace, whichever is less, minus a deductible;
- b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to "loss" caused by fire or lightning;
- c. Hired Auto Physical Damage coverage is excess over any other collectible insurance; and
- d. Subject to the above limit, deductible and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

If a limit for Hired Auto Physical Damage is indicated in the Declarations, then that limit replaces, and is not added to, the \$50,000 limit indicated above.

F. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE Item A. Coverage, is amended by adding the following:

- 6. This coverage applies only to a covered "auto" of the private passenger or light truck type as follows:
 - a. We will pay for rental reimbursement expenses incurred by you for the rental of a private passenger or light truck type "auto" because of "loss" to a covered private passenger or light truck type "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered private passenger or light truck type "auto." No deductibles apply to this coverage.
 - b. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - 1. The number of days reasonably required to repair or replace the covered private passenger or light truck type "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to



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locate the covered private passenger or light truck type "auto" and return it to you; or

2. 30 days.
- c. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred, or
 2. \$50 per day, up to a maximum of \$1,000.
- d. This coverage does not apply while there are spare or reserve private passenger or light truck type "autos" available to you for your operations.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extension.

For the purposes of this Rental Reimbursement coverage, light truck is defined as a truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as the maximum loaded weight the auto is designed to carry.

G. Accidental Airbag Deployment Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE Item A. Coverage is amended by adding the following:

7. We will pay to reset or replace factory installed airbag(s) in any covered "auto" for accidental discharge, other than discharge due to a collision loss.

This coverage is applicable only if comprehensive coverage applies to the covered "auto".

This coverage is excess over any other collectible insurance or reimbursement by manufacturer's warranty.

H. Auto Loan/Lease Gap Coverage

SECTION III PHYSICAL DAMAGE COVERAGE, Item A., Coverage, is amended by adding the following:

8. This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as including physical damage coverage.

In the event of a covered total "loss" to a covered "auto" described or designated in the Schedule or in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- a. The amount paid under the Physical Damage Coverage Section on the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

SECTION IV – BUSINESS AUTO CONDITION AMENDMENTS

A. Duties In The Event Of Accident, Claim, Suit Or Loss Amended

SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or insurance manager, if you are a corporation; or
- (4) A member or manager, if you are a limited liability company.

But, this section does not amend the provisions relating to notification of police, protection or examination of the property which was subject to the "loss".

B. Blanket Waiver of Subrogation

Section IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us, is amended by adding the following exception:

However, we waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

C. Unintentional Failure to Disclose Hazards

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud, is amended to add the following paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of the policy, or during the policy period in connection with any additional hazards, we will not deny coverage under this Coverage Part because of such failure.

D. Employee Hired Auto

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. is deleted and replace by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be a covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow.
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

SECTION V – DEFINITIONS AMENDMENTS

A. "Bodily Injury" Redefined To Include Mental Anguish

SECTION V – DEFINITIONS, C. "Bodily Injury" is deleted and replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from such bodily injury.



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CERTIFICATE OF LIABILITY INSURANCE

1/1/2020

DATE (MM/DD/YYYY)

12/4/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

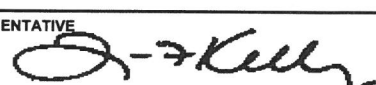
PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE American Insurance Company		22667
INSURER B : Indemnity Insurance Co of North America		43575
INSURER C : ACE Fire Underwriters Insurance Company		20702
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES ORPORT01 CERTIFICATE NUMBER: 3405894 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G71212993	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	MMT H2527863A	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G27929242 004	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C65435846 (AOS) WLR C65435809 (CA & MA) SCF C65435883 (WI)	1/1/2019 1/1/2019 1/1/2019	1/1/2020 1/1/2020 1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	<input checked="" type="checkbox"/> EXCESS AUTO LIABILITY	Y	Y	XSA H25278598	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER 3405894 CITY OF MILWAUKIE 10722 SOUTHEAST MAIN STREET MILWAUKIE OR 97222	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

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DATE (MM/DD/YYYY)

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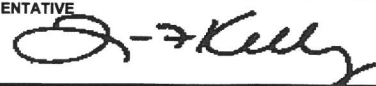
PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT OF OREGON 7227 NORTHEAST 55TH AVENUE PORTLAND OR 97218	INSURER A :	ACE American Insurance Company 22667
	INSURER B :	Indemnity Insurance Co of North America 43575
	INSURER C :	ACE Fire Underwriters Insurance Company 20702
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES ORPORT01 CERTIFICATE NUMBER: 11189653 REVISION NUMBER: XXXXXXXX

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H2527863A	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XOO G27929242 004	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C65435846 (AOS) WLR C65435809 (CA & MA) SCF C65435883 (WI)	1/1/2019 1/1/2019 1/1/2019	1/1/2020 1/1/2020 1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
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Solid waste discussion

February 18, 2025



1. Recap of previous conversations
2. Current code language
3. Discussion and direction



SUMMARY OF PREVIOUS DISCUSSIONS

- **February 2015:** Council approved solid waste franchise agreement for a rolling ten-year period
 - 5 haulers selected
 - 3 remain active today
- **July and August 2024:** Council reviewed and adopted FY2025 solid waste rates
- **October 2024:** Council held a study session with haulers and Metro to discuss the solid waste system



TOPICS RAISED IN OCTOBER

- Franchise duration
- Food waste in compost:
- Customer service
- Recycling rates
- Construction drop boxes



SOLID WASTE CODE OVERVIEW

- A. A franchise to provide collection service for solid waste, recyclable materials, and yard debris in a portion of the city shall be granted for a period of 10 years, beginning March 5, 2015.
- B. Unless grounds exist for suspension, modification, or revocation of a franchise under Section 13.24.140 of this chapter, **each franchise shall be considered as a continuing 10 year term. Beginning 1 January of each year, each franchise will be considered renewed for an additional 10 year term, unless at least 30 days prior to 1 January of any year the City notifies all the franchisees of the intent to terminate the continuing franchise system.** Upon the giving of such notice, the franchisees will each have a franchise which will terminate on 1 January, 10 years from the date of the last renewal prior to the notice of termination.
- C. At least every five years thereafter, the City Manager or designee shall report to the Council a comprehensive review of the rates, customer service, franchise performance and overall state of the franchise system to determine if the system is achieving waste reduction, increased recycling, cost effective collection services and providing a high level of service to residents and businesses.
- D. **The City may initiate proceedings to terminate the continuing franchise system at any time, whether or not a five-year review is being conducted.**
- E. A decision by Council to terminate the continuing franchise system shall in no way affect the franchisee's obligations under the existing franchise agreement.

INFORMATION ON OTHER TOPICS

- **Food waste in compost:** Staff recommend asking for analysis during FY26 rate setting process. Franchise agreement termination would have no impact.
- **Customer service:** Staff have received only two customer service comments in last 6 months and these have been promptly handled through communication between staff and haulers.
- **Recycling rates and construction drop boxes:** This is a topic of interest across the region
 - Staff understanding is requiring use of certain recycling facilities or allowing other companies to supply drop boxes constitutes adding a franchisee

QUESTIONS FOR DISCUSSION AND DIRECTION

- What questions would you like explored in the FY26 rate setting process?
- Are there other actions Council wants staff to take related to the solid waste franchises?



From: [Lisa Batey](#)
To: [_City Council](#); [Michael Osborne](#)
Subject: FW: solid waste rates comparison
Date: Monday, February 17, 2025 1:02:17 PM

WS 1. 2/18/25
Correspondence

Please add this to the record, again, for tomorrow's Study Session.

From: Lisa Batey
Sent: Wednesday, October 9, 2024 9:21 AM
To: "_City Council <CityCouncil@milwaukieoregon.gov>; Michael Osborne <OsborneM@milwaukieoregon.gov>
Subject: solid waste rates comparison

All: Please do not reply all, but Nicole, please include in last night's meeting record.

My apologies in terms of the discussion of solid waste rates last night. I had been looking at the fee schedule for last year, not the new one. So the corrected comparison chart is attached as a photo. "UUA" is the rate for the urban unincorporated area, and as I understand it, that rate also applies in Happy Valley.

So our rate is the highest in the urbanized ClackCo for the two smaller size cans. Both Lake Oswego and West Linn charge more than we do for the larger cans.

Other things I learned in my research yesterday:

- LO recently added food waste to their yard debris collection
- LO has a 10 year fixed term contract, but it does become a self-renewing contract if they don't give notice by the eighth anniversary of the start date -- [Ordinance 2901 Republic Services Franchise.pdf \(oswego.or.us\)](#)
- LO also has a mechanism for a midterm survey and review by a stakeholder committee – see upper right corner at [Garbage | City of Lake Oswego](#)
- OC has a single hauler and a 7-year rolling term
- WL has a single hauler and an 8-year rolling term
- Wilsonville, the city with the lowest residential rates overall, has a single hauler, Republic Services (also the hauler for LO). I could not find the duration of the franchise.

Thanks,
Lisa

Lisa M. Batey, Mayor (she/her)
City of Milwaukie
E-mail: bateyl@milwaukieoregon.gov
Message line: 503-786-7512

Rates

20 gal

~~30~~
35 gal

~~60~~
65 gal

~~30~~
~~35~~
~~40~~
~~45~~
~~50~~
~~55~~
~~60~~
~~65~~
~~70~~
~~75~~
~~80~~
~~85~~
~~90~~
~~95~~
~~100~~

Wilsonville 23.20

30.56

39.75

34.72
~~32.95~~

40.43
~~38.70~~

52.72
~~49.80~~

Mulw

LO

28.45

38.34

56.99

WNA

33.45

39.05

51.25

OC

26.66

32.81

44.17

WL

30.29

36.09

57.80

From: [Lisa Batey](#)
To: [City Council](#); [Michael Osborne](#); [Peter Passarelli](#)
Subject: resident complaints about Waste Management trucks leaking oil and other fluids
Date: Tuesday, February 18, 2025 2:40:04 PM

Scott: Please add to the packet for today's work session.

All: This is not the first complaint I have heard about garbage trucks leaking fluid on our streets, but it's timely in light of our work session discussion starting in 80 minutes. . .

From: Mike B <mbian123@gmail.com>
Sent: Tuesday, February 18, 2025 2:34 PM
To: Riley Gill <GillR@milwaukieoregon.gov>; Lisa Batey <BateyL@milwaukieoregon.gov>
Subject: Re: WM Fluid leaks



This Message originated outside your organization.

Waste Management sent a service out on 01/29/25 to clean the street. However, the

truck in question is still leaking. It is truck # 104819. The driver acknowledged this truck has been leaking hydraulic fluid for several months and that he wrote it up for repair over two months ago but it has yet to be fixed. We watched it drip more fluid last week and today.

I have attached another photo taken on 02/11/25 (after the cleaning). It is the one with the green yard can in the background. The other photo was taken prior to the cleaning. I understand some of the spots from prior wont ever go away but you can also see some new ones. We are seeing these spills throughout the city of Milwaukie.

Not only are we concerned, but our neighbors are as well. This affects the livability of our city.

I tried calling you at least twice last month, left a voice mail and sent you an email and still have not heard back from you.

Thank you for your time and response.

Mike Biancone
503-708-3288
5127 SE Guido Bocci Dr
Milwaukie, OR 97222

On Wed, Jan 29, 2025 at 9:25 AM Mike B <mbian123@gmail.com> wrote:

Hi Riley. This is Mike Biancone. I left you a voice mail and wanted you to have some photos of the oil spill. We talked to the driver of the truck yesterday and he told us he has reported the leaks weeks ago but no repair has been done. I tried contacting WM and after 3 attempts to get someone to talk to me about it I still havent had any communication from them. In the 2 minutes the driver sat still and talked to us his truck leaked a good 1/4 cup of hydraulic fluid. You could see the area on his truck it was coming from and it was oil stained.

I would think when you add up all the fluid that's been leaked on the ground over all the places he goes in our city that would be a lot that goes into our storm sewers.

Thank you for anything you can do to get WM to fix the leaks. Is there anything that can be done to clean our street?

Mike





COUNCIL STAFF REPORT

To: Mayor and City Council
Emma Sagor, City Manager

Date Written: Jan. 30, 2025

Reviewed: Joseph Briglio, Assistant City Manager

From: Laura Weigel, Planning Manager, and
Vera Koliass, Senior Planner

Subject: Neighborhood Hubs Phase 3 – Continued Discussion of Next Steps

ACTION REQUESTED

Council is asked to discuss Neighborhood Hubs Phase 3 effort and provide feedback on whether staff should move forward with all, some, or none of the potential Phase 3 pieces and when.

HISTORY OF PRIOR ACTIONS AND DISCUSSIONS

[November 5, 2024](#): Council and staff discussed potential activities as part of Hubs Phase 3.

[July 16, 2024](#): Council adopted zoning code changes related to Neighborhood Hubs. An Economic Development Toolkit was also developed as part of Phase 2.

ANALYSIS

During the November 5 work session, staff and council discussed various aspects of, and a proposed approach to, Hubs Phase 3. Staff captured and organized the ideas for continued discussion in Attachment 1.

The staff report has organized the task into three tiers representing level of effort, from low to high. The spreadsheet in Attachment 1 organizes the tasks by staff-recommended priority from highest to lowest based on level of impact and timeliness. Staff have also identified:

- the department and supporting department that would be responsible for the work.
- the level of effort required to accomplish the work.
- ballpark estimates if outside consultants would be necessary to assist with the task.
- time estimated to complete the task.
- considerations and notes.

Staff have identified a tiered approach to Hubs refinement planning, which is described below along with the specific tasks.

Tier 1 tasks – lowest level of effort

The first tier involves several tasks that are straightforward and only require staff time, not additional funding, except expanding business improvement grants city-wide:

Home Based Businesses and Temporary Uses

- **Marketing/restructure:** education on what is permitted and how to get approval.
- **Expand Home Occupations Code:** Explore expanding what is allowed in home occupations and market these new opportunities.

Gentrification and Anti-Displacement Effort

- **Study Session:** Staff can invite an expert(s) for future study session topic.

Funding

- **City-Wide Business Improvement Grants:** Expand the business improvement grants across the city, funded by economic development CET funds.
- **Placemaking in Public Right-of-Way:** Set aside economic development CET funds for public right-of-way placemaking activities.

Tier 2 – medium level of effort

The second tier involves further work on particular Hubs and Hub areas. Some tasks may require consultant services and are likely to be larger efforts that will require some work reprioritization.

Stand-alone Small Mixed Use Zone (SMU) Hubs

Roswell Market, Sunny Corner Market, Little Blue Store. Hubs were re-zoned to SMU in 2024, and property/business owners were notified of the changes to the zoning. Additional outreach to detail what is allowable under the new code could help to create more activity. These Hubs include only one or two properties, so dramatic changes in these small Hubs are unlikely. Infrastructure improvements are in process or identified in the near future which signals that the city is investing in these areas. Additionally, the city can build on the rezoning and infrastructure improvements by encouraging businesses to apply for a grant through the expanded grant program for private property or through right-of-way improvement requests for placemaking infrastructure such as bike racks, benches, tables, etc.

Neighborhood Mixed Use Zone (NMU) Hubs

The **Trolley Trail Hub** is already an active Hub with several businesses in place and is located at a visible spot on the Trolley Trail. It attracts people both from Milwaukie and the region walking, rolling and biking through. Small placemaking improvements could spruce up the Hub and indicate to people that the city is interested in promoting this area as a walkable and bikeable area in the city. Businesses could apply for a business improvement grant and/or the city could invest in attractive streetscape measures such as banners, modest wayfinding signage, bicycle racks, etc.

Hubs along corridors

Council asked staff to explore what code changes, transportation investments, etc. would need to occur both along, and adjacent to, the 32nd Avenue and King Road corridors to make these thriving commercial corridors over the next 20 years. Additionally, the Comprehensive Plan states that corridors are located along existing or planned frequent transit lines and provide opportunities for higher intensity development, as well as areas within walking distance of existing or planned frequent transit service. This directly supports the consideration of a two-corridor analysis.

- **32nd Avenue Hub and Corridor**

The 32nd Avenue Hub, while specifically located at 32nd Avenue and Olsen Street, is part of a corridor zoned NMU that has seen very little change, or investment, since it was zoned in 2015. This is likely based on several factors:

- Low population density, which makes commercial viability challenging.

- Narrow sidewalks with obstacles like mailboxes, utility poles, and trash cans.
- Lack of on-street parking.

Although there are factors limiting redevelopment, there are other factors that do support redevelopment:

- Existing frequent transit line on 32nd Avenue.
- A planned parallel improved bikeway along 29th Avenue that will continue south through Hillside and connect the Springwater Corridor to Central Milwaukie and downtown.
- The redevelopment of Hillside will bring hundreds of new residents to the area, supporting commercial development.

And although not expressly identified as a “Neighborhood Hub” the intersection of Harrison Street and 32nd Avenue does serve as a hub for Central Milwaukie and eventual redevelopment of the Murphy site will likely contribute to some redevelopment along the corridor leading into the area zoned General Mixed Use (GMU) and High Density Residential (R-HD).

- **Central King Road Hub and Corridor**

The Safeway area of this Hub is already thriving with long-term commercial tenants. The Chapel Theater area along the east side of Safeway also has several long-term businesses but also has the potential for higher density redevelopment allowed under the NMU. With the exception of the Chapel Theater, the area has been zoned NMU since 2015 and there has not been any significant redevelopment. The Hub does have the benefit of having R-HD zoning to the south, east, and smaller portions to the north and west, although the housing density in the R-HD around the Hub is 7 dwelling units per acre and the zone allows for 32 per acre.

The Central King Road Hub (CKRH) serves a vital role in the eastern area of Milwaukie and is book-ended by the Wichita Hub (both the community center and the shopping center) to the east and Central Milwaukie to the west. Pedestrian and bicycle improvements are scheduled later this year along King Road and there is already a frequent transit service along the corridor. TriMet is also studying the feasibility of upgrading the frequent service line to an FX (express) Line.

Market studies before corridor studies

Before the city embarks on any corridor studies, and to fully understand the conditions necessary to spur redevelopment in these two Hubs, a thorough market study is necessary that should include:

- **Economic and zoning analysis:** Does current zoning and surrounding zoning support the redevelopment along both corridors? Is there enough density to make commercial development financially feasible? If not, what zoning changes would be necessary?
- **Transportation and other public investments:** What would need to occur both along and adjacent to the corridors to make this a thriving commercial corridor over the next 20 years?
- **Communication and messaging:** Why is the city considering a corridor analysis? What is the long-term vision for these corridors? What are the goals of this analysis?

Tier 3 – Highest level of effort The third tier of activity relates to residential density. This work is called for in the city’s Housing Production Strategy (HPS) but would require funds and a consultant to support. As discussed in previous work sessions, residential density is a critical component to supporting commercial nodes.

R-HD zoning around Hubs could be a subset of the city-wide analysis the city is obligated to conduct as identified in our adopted HPS. The HPS identifies the strategy "Increase Capacity in the HDR Zone." The city’s Housing Capacity Analysis (HCA) shows the city’s high-density residential zone has been developing at far lower densities than allowed by code. The HCA shows that between 2000 and 2020, newly permitted housing developed at a net density of around 8 dwelling units per acre. The current zoning allows a minimum density of 25 du/acre (dwelling units per acre) and a maximum of 32 du/acre.

The HPS states that further increasing the allowable densities in the city’s high-density residential zone gives developers the option of building more units in these zones. The city could increase density in the high-density residential zones in several ways:

- Evaluate increasing allowed density in the high-density residential zone.
- Look for opportunities to rezone to add more land to the high-density residential zone.
- Evaluate potential opportunities to support redevelopment of underutilized parcels in high-density residential zones, such as parcel assembly
- Allow a Floor Area Ratio (FAR)bonus for family-sized units (3 or 4 bedrooms).

The analysis would explore whether increasing density would be sufficient to spur redevelopment and whether other tools are needed, such as parcel aggregation.

Staff recommended priority order

Attachment 1 shows these tasks in rough recommended priority order. Staff recommend starting with the R-HD analysis work called for in HPS, as this will set an important and helpful foundation for further work in the Hub areas. Some of the “other,” lower effort tasks could proceed while this density analysis occurs, as capacity allows. Staff feel this also aligns with the draft work plan developed by Council through the goal setting process for economic development.

Key Question for Council

Does Council support and/or agree with overall task matrix and approach to this next phase of work?

What is council’s priority on the tasks moving forward?

BUDGET IMPACT

The planning department has not accounted for Hubs Phase 3 work. The scope of the project needs to be determined prior to developing a budget.

WORKLOAD IMPACT

Depending on what direction the Council takes on what to include in Phase 3 there will likely be some shifts in the planning and economic development department workplans.

EQUITY IMPACT

Staff will consult with the city’s equity and inclusion coordinator to ensure that appropriate and useful outreach is conducted for this project, particularly for the home occupation code audit and review. This aspect of the project can provide a very positive outcome for many small

businesses, so having clear direction and feedback from folks that could directly benefit from these code amendments is critical.

CLIMATE IMPACT

Providing more services and commercial opportunities in residential neighborhoods could reduce or even eliminate vehicular trips, which would provide environmental benefits to the city. Providing more destinations that are within easy walking or biking distance creates resiliency in the city as well.

COORDINATION, CONCURRENCE, OR DISSENT

Planning staff have consulted with community development staff on the development of Neighborhood Hubs Phase 3.

STAFF RECOMMENDATION

Staff requests direction from Council for next steps and feedback on the prioritization of these tasks, in light of its draft action plan for the Economic Development goal.

ALTERNATIVES

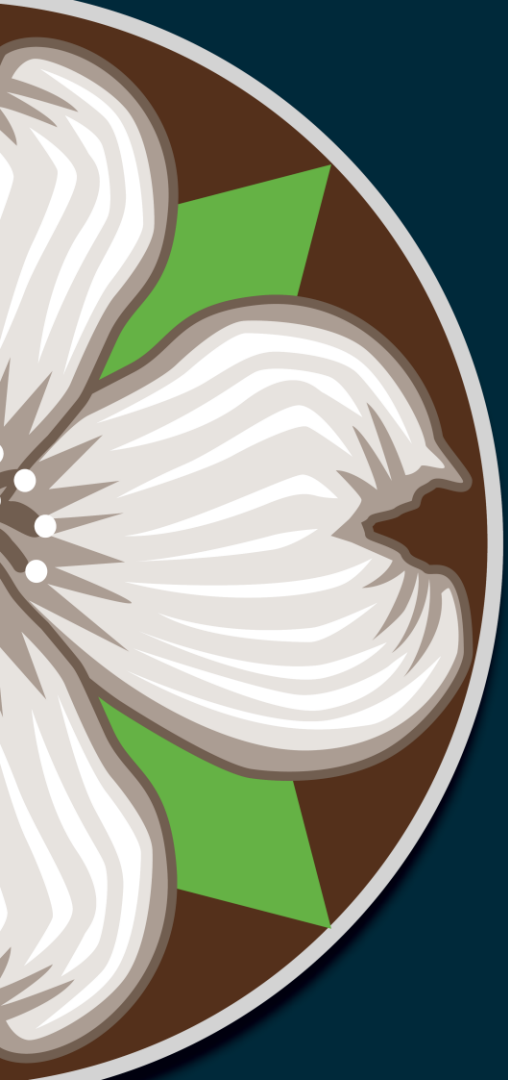
Not applicable.

ATTACHMENTS

1. Work task spreadsheet

Attachment 2.1.

Program/Project	Task	Lead Department	Supporting Departments	Level of Effort	Ballpark Cost Est.	Task time estimate	Considerations
Housing Production Strategy							
Residential High Density Zone (HPS)	<i>Zoning Analysis:</i> The HPS identifies the strategy "Increase Capacity in the HDR Zone." The city has very little land zoned as R-HD (only 93 acres) and it is developed at very low densities, about 7.8 dwelling units per acre. The zoning allows min. density of 25 and a max of 32, but has seen very little redevelopment. The analysis would explore whether increasing the density would be sufficient to spur redevelopment or are other tools needed, such as parcel aggregation, rezoning some R-MD to R-HD, changing some R-HD zoning, etc...	Planning/EcDev	Planning	High	\$35,000	6-9 months	Consultant necessary. <i>Messaging:</i> Increasing density leads to more housing being built (increases supply, slows rising costs) and more customers for commercial businesses.
Hubs							
32nd Ave. and King Road Market Analysis/Corridor Planning	<i>Analysis:</i> What code changes, transportation investments, etc. would need to occur both along and adjacent to the corridors to make these thriving commercial corridors over the next 20 years? Needs to include messaging regarding why the city is considering a corridor analysis. I.e. What is the city trying to accomplish?	Planning/EcDev	SET/Engineering	High	\$75,000	2 years	Consultant necessary.
Trolley Trail NMU Hub	<i>Expand business improvement grants:</i> Property/Business owner grant opportunity and/or City led placemaking in ROW. <i>Marketing/Education:</i> What the zoning allows.	EcDev	Planning/SET	Low	CET Funds	3 months - 1 Year	Two different audiences: Property Owners/Business Owners and Developers
Stand Alone SMU Hubs(Roswell Market, Sunny Corner Market, Little Blue Store)	<i>Expand business improvement grants:</i> Property/Business owner grant opportunity. <i>Marketing/Education:</i> What the zoning allows.	EcDev	Planning/SET	Low	CET Funds	3 months	Two different audiences: Property Owners/Business Owners and Developers
<i>Hubs</i>	<i>Outreach:</i> Developer Roundtable - What would it take from their perspective to develop in a NMU Hub? Also serves as a marketing tool alerting developers that Milwaukee is interested in supporting HUB development.	EcDev	Planning	Low	Low	3 months	How will developers be identified?
<i>Hubs</i>	<i>Outreach:</i> Organize Hubs Champion Roundtable.	CMO	EcDev	Low/Medium	Low	3 months	What would we be asking them that we haven't already heard from community members? Refer to 2020 Hubs Report and Phase II feedback.
Other							
Temporary Uses	<i>Marketing/Restructure:</i> How to host a Temporary Use. What can be done where?	Planning	SET	Low	Low	4 months	Before marketing push update process and information about Temporary uses. Q: Who is the audience for the marketing?
Home Based Businesses	<i>Code update :</i> Expand what can be done in home based businesses through code changes.	Planning	SET	Medium	Low	6-9 months	Will need to develop engagement plan to test community receptiveness.
	<i>Marketing:</i> After code update conduct marketing campaign.	Planning	SET	Low	Low	2 months	
Gentrification/ Anti-Displacement	<i>Conversation:</i> Invite Dr. King and experts to have a conversation with Council	CMO		Low	Low	2 months	



WS 2. 2/18/25
Presentation

NEIGHBORHOOD HUBS – PHASE 3

City Council Work Session
February 18, 2025

Laura Weigel, Planning Manager
Vera Koliass, Senior Planner

HUBS PHASE 3 – TIER 1 TASKS

- Home Occupations and Temp Uses
- Gentrification and Anti-Displacement
 - Speaker series
- Funding to catalyze change



HOME OCCUPATION CODE

- **Home based businesses**
 - Code audit
 - Expand to allow more types
 - Allow signage
 - Increase activity

Education on what is allowed.



MARKETING AND PROMOTION

- **What is already allowed?**
What is already possible?
 - Temporary uses
 - Adopted hubs code



FUNDING TO CATALYZE CHANGE

- **City-wide business improvement grants**
- **Placemaking in the ROW**
 - Bike racks
 - Pole banners
 - Benches
 - Landscaping



TIER 2: HUBS AND HUB AREAS

- Stand along Small Mixed Use Hubs
 - Roswell Market, Sunny Corner Market, Little Blue Store
- Neighborhood Mixed Use Hubs
 - Trolley Trail Hub
 - NMU hubs with greater potential
 - 32nd Ave
 - King Rd



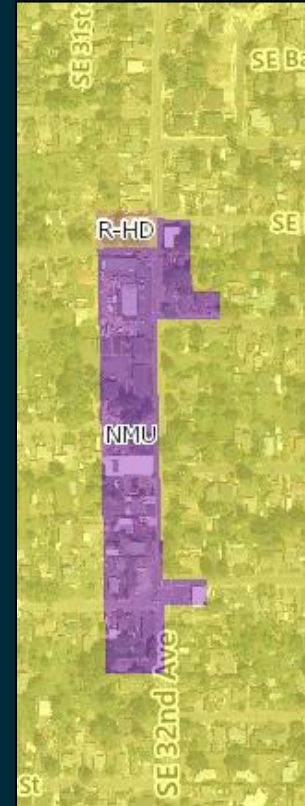
32ND AVENUE CORRIDOR

Challenges

- Contains an identified neighborhood hub: 32nd Ave and Olsen St
- Narrow sidewalks
- Low population density
- No on-street parking

Pros

- Frequent transit
- 29th Ave bikeway
- Hillside redevelopment



CENTRAL KING ROAD HUB AND CORRIDOR

- Connects two key commercial areas:
 - Wichita Plaza and 42nd Ave and Harrison hub
- Arterial street designation
- King Rd Improvements project underway (in design)



MARKET STUDIES BEFORE CORRIDOR STUDIES

- Economic and zoning analysis
- Transportation and other public investments
- Communication and messaging




TIER 3: R-HD ZONING ANALYSIS

- Explore increasing zoning capacity in the Residential- High Density zone to allow for more housing
 - Required by Housing Production Strategy
 - Residential density supports commercial activity

The analysis would explore whether increasing density would be sufficient to spur redevelopment and whether other tools are needed, such as parcel aggregation.



PROJECTS APPROACH

- Residential High Density Zoning Study required to explore in 2025
- Scope 32nd Ave and/or King Road Market Analysis
 - Potentially apply for a Metro 2040 grant
- Market what zoning currently allows:
 - Trolley Trail Hub
 - Standalone Hubs
- Potentially
 - expand Business Improvement Program city-wide
 - use CET funds for placemaking the right-of-way
-  Home Occupation code analysis

KEY QUESTIONS

- Does Council support and/or agree with overall task matrix and approach to this next phase of work?
- What is council's priority on the tasks moving forward?



CONTACT Us

Vera Kolas, Senior Planner

koliasv@milwaukieoregon.gov

Laura Weigel, Planning Manager

weigell@milwaukieoregon.gov



CURRENT PLANNING DEPARTMENT WORK PLAN

	Underway
TSP	✓
Natural Resources	✓
HPS – Affordable Housing Incentives	✓
<i>Potential Parks/Institutions Zone</i>	✓
<i>Willamette Greenway</i>	
HPS – Increase Capacity in R-HD	
Scope 32 nd Ave and/or King Road Market Analysis	
Marketing- NMU and SMU zoning Temporary Use/Home Occupations	



PROJECTED PLANNING DEPARTMENT WORK PLAN

	Underway
HPS - Reduce SDCs or Planning Fees (2025)	
<i>Unknown State Requirements</i>	
HPS – Pre-approved Plan Sets (2025)	
Town Center Plan/Climate Friendly Area Plan	
Historic Resources Update	
Business Industrial/Manufacturing Zones	
UGMA	



From: [Greg Hemer](#)
To: [City Council](#); [Laura Weigel](#); [Vera Koliass](#); [Emma Sagor](#); [Joseph Briglio](#)
Subject: Neighborhood Hubs Phase 3 Work Session 2/18
Date: Saturday, February 15, 2025 12:41:04 PM

**WS 2. 2/18/25
Correspondence**

Hello all,

I just wanted to weigh in on continuing the Hubs project to phase 3.

Staff and City Council have spent years getting through phase 1 and 2. It is time to let these two phases settle and see what becomes of the changes before investing more time. The concept is wonderful, but focus should be seeing if the plan creates change and if the code changes create desired results.

In my opinion it is time to move forward with new projects like historic housing before expanding an unproven or non economic desired condition of property owners.

Thanks

From: [Jay Panagos](#)
To: [OCR](#)
Subject: 32nd hub/create the MUP infrastructure
Date: Tuesday, February 18, 2025 6:15:06 PM

This Message originated outside your organization.

Hello City Council,

In regards to making a viable neighborhood hub in the area of 32nd(Middle Milwaukie).

How would the idea of connecting the 29st Greenways with the Monroe Greenway increase the feasibility of speeding up the process of establishing the hub that has been somewhat overlooked and placed on the lower rung of the priority list?!?

Jay Panagos
Bike Milwaukie
Sent from my iPhone

From: [Greg Hemer](#)
To: [City Council](#); [Joseph Briglio](#); [Vera Koliias](#); [Laura Weigel](#); [Emma Sagor](#)
Subject: HUB discussion vs historic resource list
Date: Tuesday, February 18, 2025 6:25:45 PM

<https://milwaukiemuseum.com/ardenwald-adventure/>

Dear Council and City Staff..

Please see the Ardenwald Adventure site on Milwaukie Museum website (link provided) and pay attention to stops 21-35...

Most of these stops illustrate the historic homes on 32nd. King Rd I am sure has historical valuable properties itself.

Mr. Aschenbrenner made the statement during the Feb 18th Work Session saying...if we don't do the historic inventory 1st, then how do we know what we are destroying.

The historic inventory has value before the HUB corridors because if homes are preserved or should be preserved for history, then your corridor may never be completed.

Please take all of your community, the past, present, and future and do the historic inventory soon until it is to late.

Thanks