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 nonexclusive 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:

<u>Section 1:</u> Solid waste management franchises are hereby granted to the following companies:

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

<u>Section 2:</u> 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.

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

<u>Section 4:</u> 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.

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

<u>Section 6:</u> This resolution is effective upon passage.

Introduced and adopted by the City Council on $\frac{2/3/15}{}$. This resolution is effective on $\frac{2/3/15}{}$.

Lisa Batey, Council President

APPROVED AS TO FORM: Jordan Ramis PC

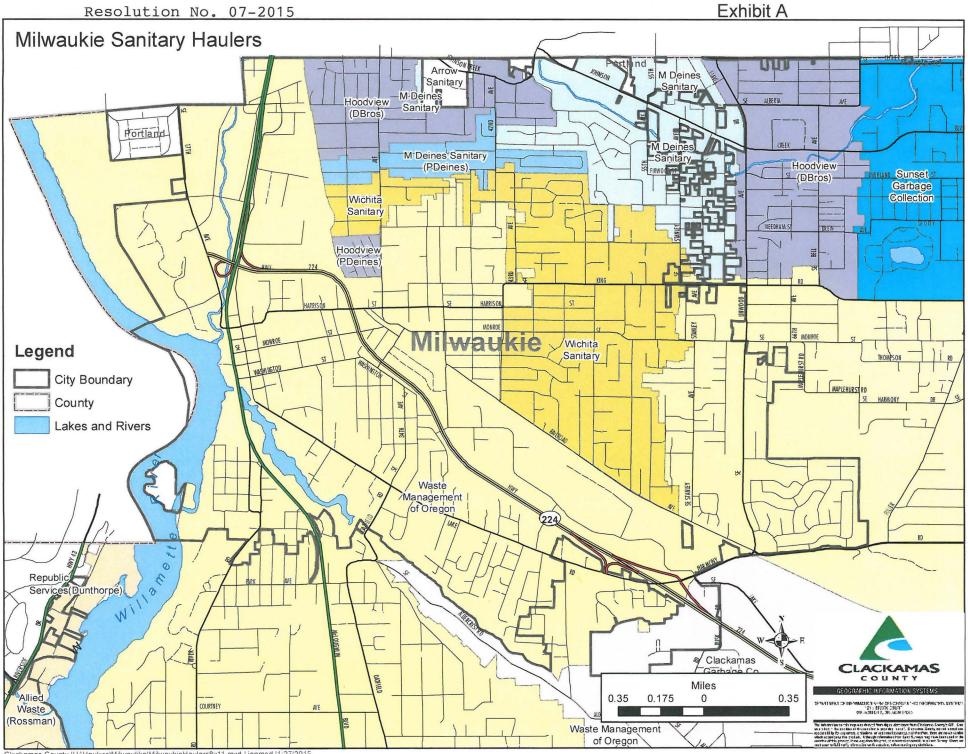
Pat Dul

Pat DuVal, City Recorder

ATTEST:

Lints V Ceris

City Attorney



Clackamas County |U:\Haulers\Milwaulike\MilwaukieHaulers8x11.mxd | jonmcd |1/27/2015

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,

Ired Rahut

Fred Kahut President Hoodview Disposal & Recycling Inc.

August 16, 2021

By Email to McClungK@milwaukieoregon.gov

Keith McClung, CPA Assistant Finance Director City of Milwaukie, Oregon

Re: Kahut Companies Holdings, Inc., purchase of Hoodview Disposal & Recycling, Inc.

Dear Mr. McClung:

Kahut Companies Holdings, Inc. (KCH), a wholly owned subsidiary of Waste Connections US, Inc., is purchasing all the stock in Hoodview Disposal & Recycling, Inc. (HDR). The target date for closing the transaction is October 1, 2021. KCH will retain all employees and equipment of HDR upon transfer. All customers will be notified of the transfer.

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

Sincerely,

Andy Kahut President Hoodview Disposal & Recycling, Inc.

Commencer and

Worthing F. Jackman President and Chief Executive Officer Kahut Companies Holdings, Inc.

LAW OFFICE OF FRANK HAMMOND

August 17, 2021

VIA E-MAIL: McClungK@milwaukieoregon.gov

Keith McClung, CPA Assistant Finance Director City of Milwaukie, OR

RE: Request for Consent to Change in Control of Hoodview Franchise

Dear Mr. McClung:

Following up on our conversation last week, I enclose the following in support of the City's approval for transfer in control of the Hoodview Franchise:

- Letter from the parties requesting the City's consent;
- Waste Connections' most recent financial statement; and
- A brochure describing Waste Connections' sustainability commitment.

I will arrange with Ray Kahut for submission of a check for \$2,000 to cover the City's processing costs as required by the franchise. Please let me know if you require additional information to process the request for consent.

Thank you for your consideration.

Very truly yours,

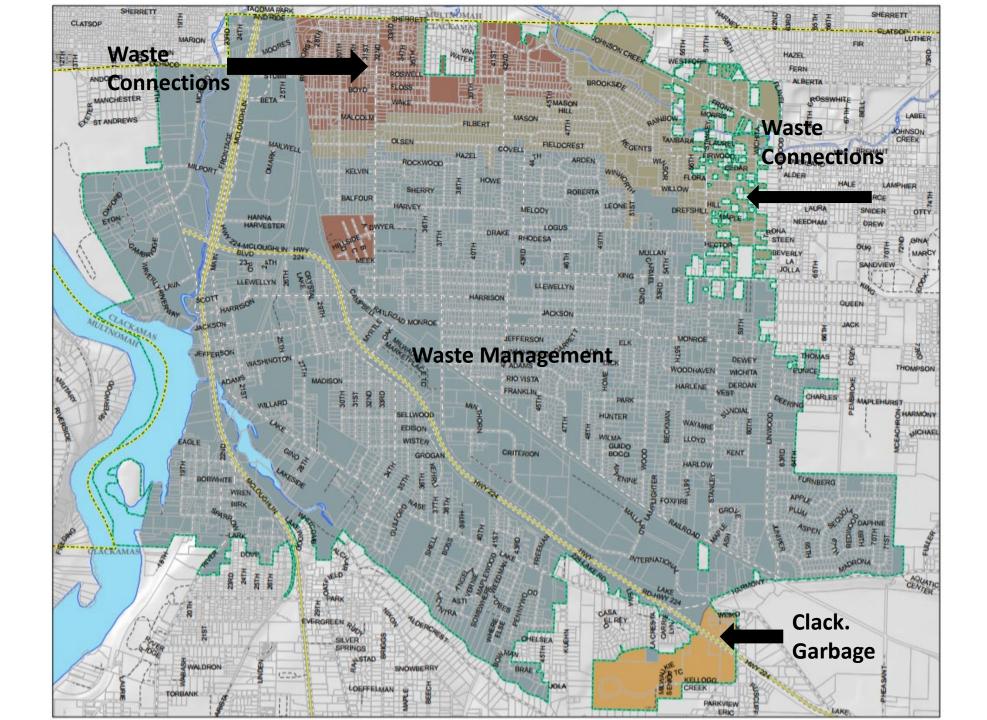
Frank Ham

Frank Hammond

FH/jh Encl. cc: Ray Kahut Michael Dell Jason Hudson Dan Schooler

503-837-3471

1050 SW 6th Ave., Suite 1100, Portland, OR 97204 frank@frankhammondlaw.com frankhammondlaw.com





COUNCIL RESOLUTION No. 45-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, AUTHORIZING THE TRANSFER OF HOODVIEW DISPOSAL & RECYCLING, INC.'S FRANCHISED SERVICE AREA TO WASTE CONNECTIONS US, INC., AND AMENDING THE LIST OF FRANCHISED HAULERS TO REFLECT THE TRANSFER.

WHEREAS, the city recognizes that Hoodview Disposal & Recycling, Inc. has provided service to the Milwaukie area on satisfactory terms since being established as one of the approved solid waste providers; and

WHEREAS, City Council adopted Resolution 7-2015 in February 2015, granting nonexclusive franchises for solid waste management services to five solid waste haulers; and

WHEREAS, Milwaukie Municipal Code (MMC)13.24.130, Transfer of Franchise, describes the requirements for the transfer of a franchise; and

WHEREAS, the city has determined that Hoodview Disposal & Recycling, Inc. and Waste Connections US, Inc. have complied with all requirements pursuant to MMC 13.24.130; and

WHEREAS, the city's review of financial and technical documents submitted by Waste Connections US, Inc., coupled with the city's experience regarding the current area that Hoodview Disposal & Recycling, Inc. serves within Milwaukie indicates that Waste Connections US, Inc. has the knowledge, experience, and financial resources to meet all obligations 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

Now, Therefore, be it Resolved by the City Council of the City of Milwaukie, Oregon that the transfer of Hoodview Disposal & Recycling, Inc.'s solid waste franchise area to Waste Connections US, Inc. is authorized effective October 1, 2021.

<u>Section 1</u>: The list of franchised haulers in the City of Milwaukie includes the following companies:

Clackamas Garbage, Inc.

Waste Connections US, Inc.

Waste Management of Oregon, Inc.

<u>Section 2:</u> The map of the solid waste franchise service areas for Milwaukie is amended to reflect Waste Connections US, Inc., as the service provider for those areas previously served by Hoodview Disposal & Recycling, Inc. Introduced and adopted by the City Council on **September 7, 2021** This resolution is effective **October 1, 2021**.

Mark F. Gamba, Mayor

ATTEST:

Scott S. Stauffer, City Recorder

APPROVED AS TO FORM:

Justin D. Gericke, City Attorney

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 Cite 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,

Tim Weine

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,

KIM

Tim Deines President M. Deines Sanitary Service, Inc.

Andy Kahut President Hoodview Disposal & Recycling, Inc.

CITY OF MILWAUKIE COUNCIL RESOLUTION No. 4-2018

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

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

<u>Section 2</u>: 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.

<u>Section 3:</u> 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

APPROVED AS TO FORM: Jordan Ramis PC

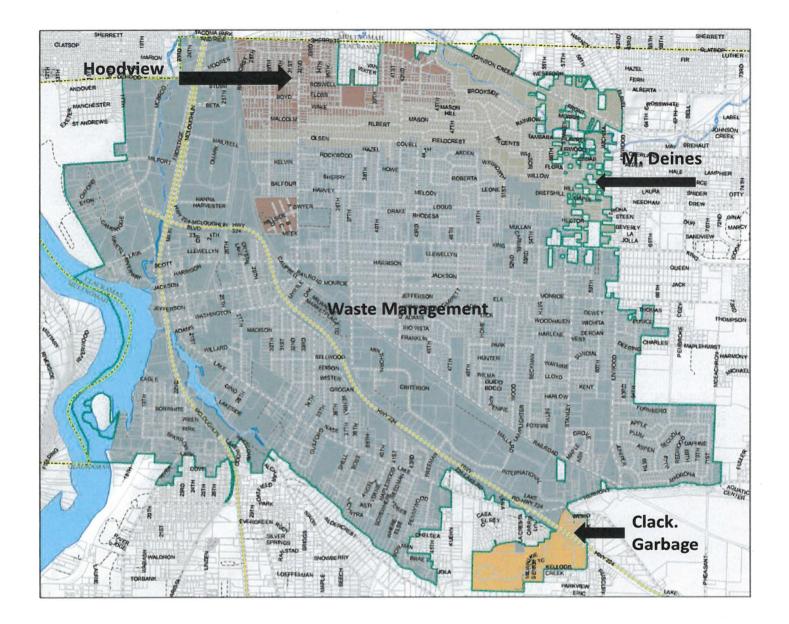
MINAA II

Scott S. Stauffer, City Recorder

ATTEST:

City Attorney

Page 2 of 2 - Resolution No. 4-2018





WASTE MANAGEMENT of Oregon INC.

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

610

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,

Adam Winston Director of Operations



WICHITA SANITARY SERVICE

503-655-2266

A Division of Kiser Enterprises, Inc.

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,

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,

raut & Koser

Scott R. Kiser, President



WICHITA SANITARY SERVICE

503-655-2266

A Division of Kiser Enterprises, Inc.

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

Consent to Assignment - City of Milwaukie Waste Disposal Franchise Re: 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.

and f. Huser

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,

With Parka

Wilda Parks, Mayor

Bell Mont

Bill Monahan, City Manager

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

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:

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

<u>Section 2</u>: 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.

<u>Section 3</u>: 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.

Wille an

Wilda Parks, Mayor

ATTEST:

APPROVED AS TO FORM: Jordan Ramis PC

Pat Dewal

Pat DuVal, City Recorder

City Attorney



keep your neighborhood clean



CLACKAMAS GARBAGE CO. inc

8123 S. F. 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,

mil

William Miller



keep your neighborhood clean



CLACKAMAS GARBAGE co. inc

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

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,

R mid

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 tenday 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:

<u>Section 1:</u> 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.

ulan

Wilda Parks, Mayor

APPROVED AS TO FORM: Jordan Ramis PC

City Attorney

ATTEST:

Pat Dulal

Pat DuVal, City Recorder

Page 1 of 1 - Resolution No. 32-2015

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 $\frac{2/3/15}{15}$, and moved to second reading by $\frac{4:0}{15}$ vote of the City Council.

Read the second time and adopted by the City Council on $\frac{2/3}{15}$

Signed by the Mayoron 2/3/15

Council President

Lisa Batey, Council Presiden

APPROVED AS TO FORM: Jordan Ramis PC

City Attorney

ATTEST:

Pat DuVal, City Recorder

Page 1 of 1 – Ordinance No. 2092

Ordinance No. 2092 ATTACHMENT A

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:

An increase in the population of the City;

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.

- 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)



CERTIFICATE OF LIABILITY INSURANCE

KAHUWAS-01

JACKIE

DATE (MM/DD/YYYY) 2/23/2015

C E F	HIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A MPORTANT: If the certificate hold he terms and conditions of the policy	IVEL SUR/ ND T er is /, ce	Y OI ANCE HE C an A rtain	R NEGATIVELY AMEND DOES NOT CONSTITU ERTIFICATE HOLDER. DDITIONAL INSURED, th policies may require an e), EXTE UTE A	ND OR ALT CONTRACT	De endorsed.	THE ISSUING INS	RDED SURER	BY TH (S), A	HE POLICIES UTHORIZED D, subject to
	certificate holder in lieu of such endor	seme	ent(s)		CONTA	T					
Hag	oducer gan Hamilton Insurance Box 847				CONTAC NAME: PHONE (A/C, No	, _{Ext):} (503) 4	72-2165	F.	AX VC, No):		
	minnville, OR 97128				E-MAIL ADDRES	is:					1
								RDING COVERAGE			NAIC #
			_			and the second se	surance Co	ompanies			
INS	Kahut Waste Services, LLC	Hood	dview	/ Disposal &	INSURE	RB:SAIF					36196
	Recycling, Inc				INSURE	RC:					
	Ray Kahut PO Box 550				INSURE						
	Canby, OR 97013				INSURE	and the second sec					
00	VERAGES CER	TICI	-	NUMBER:	INSURE	RF:		REVISION NUME	ED.		
T II C E	HIS IS TO CERTIFY THAT THE POLICIE NDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	ES O EQUI PER POLI	F INS REMI TAIN,	SURANCE LISTED BELOW ENT, TERM OR CONDITIO THE INSURANCE AFFOR LIMITS SHOWN MAY HAVE	N OF A DED BY BEEN R	NY CONTRAC THE POLIC EDUCED BY	TO THE INSUR CT OR OTHER IES DESCRIB	RED NAMED ABOVE DOCUMENT WITH ED HEREIN IS SUB	FOR 1 RESPE	ECT TO	WHICH THIS
	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	_	(MM/DD/YYYY)	(MM/DD/YYYY)	51011000110051005	LIMIT		1,000,000
^		x		4X92951		05/15/2014	05/15/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurre		\$	100,000
	CLAIMS-MADE CLAIMS-MADE	^		47.52.501		00/10/2014	00/10/2010			s s	5,000
								MED EXP (Any one per PERSONAL & ADV INJ		s	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGAT		s	2,000,000
	POLICY PRO- JECT LOC							PRODUCTS - COMP/O		s	2,000,000
	OTHER:									S	
	AUTOMOBILE LIABILITY			and a subsection of the subsec				COMBINED SINGLE LI (Ea accident)	MIT	\$	1,000,000
Α	X ANY AUTO			4X92951		05/15/2014	05/15/2015	BODILY INJURY (Per p	erson)	\$	
	ALL OWNED SCHEDULED AUTOS AUTOS							BODILY INJURY (Per a	ccident)	S	
	HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)		\$	
		_						Auto Pollution		\$	1,000,000
	X UMBRELLA LIAB X OCCUR							EACH OCCURRENCE		\$	3,000,000
Α	EXCESS LIAB CLAIMS-MADE			4X92951		05/15/2014	05/15/2015	AGGREGATE		\$	3,000,000
	DED X RETENTION \$ 10,000		-					Y PER	OTH-	\$	
D	AND EMPLOYERS' LIABILITY Y / N			982923		01/01/2015	04/04/2046		OTH- ER		500.000
в	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		902923		01/01/2015	01/01/2016	E.L. EACH ACCIDENT		\$	500,000 500,000
	(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMI			500,000
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY		2	500,000
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICI								32.747		
Cert	ificate holder is added as additional ins	ured	with	respects to liability arising	g out of	ongoing ope	rations perfo	rmed for the additi	onal in	sured.	e l
CE	RTIFICATE HOLDER				CANC	ELLATION					
					THE	EXPIRATION	DATE TH	ESCRIBED POLICIES EREOF, NOTICE V Y PROVISIONS.			
	City of Milwaukie Milwaukie 10722 SE Main Street Milwaukie, OR 97222	City	Hall		AUTHOR						

The ACORD name and logo are registered marks of ACORD

© 1988-2014 ACORD CORPORATION. All rights reserved.

INSURED A LIABILITY A X COLOR X PROC ADDIS SUBPLICIT AND ADDISONAL LUBILITY A X COMPACIAL GENERAL LUBILITY A X COMPACIAL GEN								KAHUWAS-	01	JACKI
Clear Initian Carter Deck Nor AFPRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICI BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUNG INSURER(S), AUTHORIZE REPORTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT. If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject retrificate holder is na ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject retrificate holder is na ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject retrificate holder is na ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject retrificate holder is na ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject retrificate holder in level of submemory. retrificate holder is submemory. retrificate holder is submemory. Neures : Neures : Neures : retrificate	U								4	/29/2015
IMPORTANT: If the cortificate holder is an ADDITIONAL INSURED, the policy(se) must be endorsed if SUBROGATION IS WAIVED, subject the terms and conditions of the policy, certificate does not confer rights to the endorsement. A statement on this certificate does not confer rights to the endorsement. A statement on this certificate does not confer rights to the endorsement. A statement on this certificate does not confer rights to the endorsement. A statement on this certificate does not confer rights to the endorsement. A statement on this certificate does not confer rights to the endorsement. A statement on this certificate does not confer rights to the endorsement. A statement on this certificate does not confer rights to the endorsement. A statement on this certificate does not confer rights to the endorsement. A statement on this certificate does not confer rights to the endorsement. A statement on this certificate does not confer rights to the endorsement. A statement on this certificate does not confer rights to the endorsement. A statement on this certificate does not confer rights to the endorsement is certificate does not confer rights to the endorsement is certificate does not confer rights to the endorsement. A statement on this certificate does not confer rights to the endorsement is certificate does not confer rights to the endorsement. A statement on this certificate does not confer rights to the endorsement is certificate does not confer rights to the endorsement is certificate does not confer rights to the endorsement is certificate does not confer rights to the endorsement is certificate does not confer rights to the endorsement is certificate does not confer rights to the endorsement is certificate does not confer rights to the endorsement is certificate does not confer rights to the endorsement is certificate does not confer rights to the endorsement is certificate does not confer rights to the endorsement is certificate does not confer rights to th	BELOW.	THIS CERTIFICATE OF I	NSUR	LY O	R NEGATIVELY AMEND, E DOES NOT CONSTITUT	EXTEND OR AL	TER THE C	OVERAGE AFFORDED	BY TI	HE POLICIES
PRODUCER Hagan Hamilton Insurance PO Box 847 Mominute, OR 97128 NSURED Kahut Waste Services, LLC Hoodview Disposal & Recycling, Inc Recycling, Inc Rec	IMPORTA the terms	NT: If the certificate holes and conditions of the poli	deris cy,ce	s an A ertain	DDITIONAL INSURED, the policies may require an en	policy(ies) must dorsement. A st	be endorsed atement on t	I. If SUBROGATION IS this certificate does not	WAIVE	D, subject to rights to the
Hagan Hamilton Insurance POB 0x 847 Wominnville, OR 97128 Max Max<		e holder in lieu of such endo	orsem	ent(s		ONTACT				
PO'Box 847 Worminelle, OR 97128 Kahut Waste Services, LLC Hoodview Disposal & Reg(cling, inc Re		ilton Insurance			N	IAME:		1.21		
INSURED A: EMC Insurance Companies INSURER C: INSURE C: INSU	O Box 847				- (, E	A/C, No, Ext): (503)	472-2165	FAX (A/C, No):	
Kahut Waste Services, LLC Hoodview Disposal & Recycling, Inc Ray Kahut PO Box 550 Insurer B : SAIF 36196 Rey Kahut PO Box 550 Insurer B : Numer B : Disposal & Rey Kahut PO Box 550 Insurer B : Insurer B : Insur										NAIC #
Namuer Name And Waste Services, LLC Hoodview Disposal & Recycling, Inc Ray Kahut PO Box 550 Canby, OR 97013 INSURER C:::::::::::::::::::::::::::::::::::	NSURED							empanies		36196
Ray Kahu PO Box 550 Canby, OR 97013 INSURER D: INSURER F: COVERAGES CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIC INSURANCE ANY CONTRACTOR OF THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSUREN NAMED ABOVE FOR THE POLICY PERIC INSURANCE ANY CONTRACTOR OF SUCH REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO VAIL THE TERM. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIC EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURANCE ADV WHICH THE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LISTED BELOW HAVE AVA DE BEEN REDUCED BY PAIL POLICY EXPRIMENT IN A COMMERCIAL GENERAL LIABILITY A COMMERCIAL GENERAL LIABILITY CLAMMS MADE X OCCUR A 2023 POLICY NUMBER POLICY PER POLICY EXPRIMENT POLICY PER POLICY EXPRIMENT LIMITS A X ANY AUTO A LI OWNED ALLOWNED AL			C Hoo	dviev	v Disposal &					50150
PO Box 550 Carby, OR 97013 INSURER E : INSURER F : 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 PERIC INDICATED NOTWITHATADIDIG ANY REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO VHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY BY PAUD CLAIMS. NOTOWITHSTANDING ANY REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO VHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY BY PAUD CLAIMS. NET TYPE OF INSURANCE MADD SMMP POLICY NUMBER POLICY PERF (DUCY PERF) LIMITS A COMMERCIAL GENERAL LIABILITY A A X S2951 05/15/2015 05/15/2016 05/15/2016 DEXMINUTY S 1,000 DAMAGE TO RENTED PRODUCT X JEED LOC 1,000 GENERAL AGGREGATE ILMIT APPLIES PER POLICY X JEED LOC 5 00/15/2015 05/15/2016 00/15/2016 BODILY INJURY (PER person) S BODILY INJURY (P						energia e vicenza e contra e c				-
CALLBY, OK 97013 INSURER F: COVERAGES CERTIFICATE NUMBER: COVERAGES CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE INDICATED. NOTWITHSTANDING ANY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. OCKINGTON AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. NTR TYPE OF INSURANCE A X COMMERCIAL GENERAL LABILITY A X92951 OS/15/2015 05/15/2015 OS/15/2015 05/15/2016 DE SUBMER 4X92951 OS/15/2015 05/15/2016 BODILY INUMPY (Personal LABILITY A YOND 4X92951 OF/15/2015 05/15/2016 BODILY INUMPY (Personal LABILITY A YOND SCHEDULED ALLOWNED ALTON ALLOWNED SCHEDULED										
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 PERICINUM PROVINCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS VIDICATED NOTWITHSTANDING ANY PERTAIN, THE INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED ABOVE FOR THE POLICY TO WHICH TH RESPECT TO WHICH THE EXCLUSIONS AND CONDITIONS OF SUCH POLICY IMITS SHOWM MAY HAVE BEEN REDUCED BY THE POLICY ESP BAID CLAIMS. VIDINATIONS OF SUCH POLICIES, LIMITS SHOWM MAY HAVE BEEN REDUCED BY THE POLICY EXP MINIONY TY LIMITS A COMMERCIAL GENERAL LIABILITY ADD SUBBR POLICY NUMBER POLICY NUMBER VIDINATIONS OF SUCH POLICIES, LIMIT SHOWM MAY HAVE BEEN REDUCED BY THE POLICY EXP MINIONY TY LIMITS EACH OCCURRENCE \$ 1,000 VIDINATIONS OF SUCH POLICIES, LIBITS HOWM MAY HAVE BEEN REDUCED BY THE POLICY EXP MINIONY TY LIMITS 1,000 EACH OCCURRENCE \$ 1,000 VIDINATION OF OFFICIES LIBITY X 4X92951 05/15/2015 05/15/2016 BODIL'I MULTY (FF person) \$ 1,000 A XUMOBER AUTOS AUTOS AUTOS SCHEDULED AUTOS \$ 0,000 \$ 0,000 \$ 0,000 \$ 0,000 \$ 0,000 \$ 0,000 \$ 0,000		Canby, OR 97013								
THS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEER ISSUED TO THE INSURED AMMED ABOVE FOR THE POLICY PERICINICATER MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS INDICATED AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEER ROUCED BY PAUL CLAIMS. INSURANCE AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEER ROUCED BY PAUL CLAIMS. INSURANCE AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEER ROUCED BY PAUL CLAIMS. INSURANCE AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEER ROUCED BY PAUL CLAIMS. INSURANCE AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEER ROUCED BY PAUL CLAIMS. INSURANCE AND CONDITIONS OF SUCH POLICY NUMBER POLICY NUMBER INSURANCE AND CONDITIONS OF SUCH POLICY NUMBER POLICY NUMBER INSURANCE AND CONDITIONS OF SUCH POLICY NUMBER POLICY NUMBER INSURANCE AND CONDITIONS OF SUCH POLICY NUMBER POLICY NUMBER INSURANCE AND CONDITIONS OF SUCH POLICY NUMBER POLICY NUMBER INSURANCE AND CONDITIONS OF SUCH POLICY NUMBER POLICY NUMBER INTERTIONS OCCUR X AT COMMERCIAL GENERAL LIABILITY 4X92951 05/15/2015 05/15/2016 AUTOMORDINE LABILITY 4X92951 05/15/2016 05/15/2016 BODILY INJURY (PERSOND \$ AUTOMORDINE LABILITY 4X92951	OVERAG	ES CE	RTIFI	CATE				REVISION NUMBER		L
INDICATED INVERSION ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFRODED 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. FOULDEY POLICY PROVERTIONS OF SUCH POLICY NUMBER FOULDEY PROVERTING SCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. A X ADD. SUBBR POLICY NUMBER FOULDEY PROVERTING SCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. A X CLAIMS-MADE X OCCUR X AV92951 05/15/2015 05/15/2016 PARAGE TO RENTED SCRIBED HEREIN IS SUBJECT TO AUTOR 1,000 GENL AGGREGATE LIMIT APPLIES PER: DOC DEC AUTOS 4X92951 05/15/2015 05/15/2016 DEMAGE TO RENTED SINCLE LIMIT S 1,000 A X ANY AUTO SCHEDULED AUTOS AUTOS SCHEDULED	THIS IS TO	O CERTIFY THAT THE POLIC	IES C	F INS	SURANCE LISTED BELOW HA	VE BEEN ISSUED	TO THE INSU	RED NAMED ABOVE FOR	THE PO	
A X COMMERCIAL GENERAL LIABILITY X 4X92951 05/15/2015 05/15/2016 EACH OCCURRENCE \$ 1,000 GENL AGGREGATE LIMIT APPLIES PER: POLICY PRO: 100 MED EXP (Any one person) \$ 5 POLICY PRO: 100 GENL AGGREGATE LIMIT APPLIES PER: \$ 2,000 POLICY Y \$ 2,000 POROUCTS - COMP/OP AGG \$<	CERTIFICA	TE MAY BE ISSUED OR MAY NS AND CONDITIONS OF SUCH	REQU Y PER I POLI	IREMI RTAIN, ICIES.	ENT, TERM OR CONDITION THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE BE	OF ANY CONTRA D BY THE POLIC EN REDUCED BY	CT OR OTHER IES DESCRIE PAID CLAIMS	R DOCUMENT WITH RESP	ECT TO	
CLAIMS-MADE X 4X92951 05/15/2015 05/15/2016 <t< td=""><td></td><td></td><td>INSD</td><td>WVD</td><td>POLICY NUMBER</td><td>(MM/DD/YYYY)</td><td>(MM/DD/YYYY)</td><td>LIMI</td><td>TS</td><td></td></t<>			INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMI	TS	
CLAIMOMINALE IN OCCUR X Statest States			v		1200054				\$	1,000,00
GENULAGOREGATE LIMIT APPLIES PER: PERSONAL & ADV INJURY \$ 1,000 POLICY Y PRO- THER LOC S 2,000 AUTOMOBILE LIABILITY AUTOMOBILE LIABILITY S 1,000 ALLOWNED SOFHEDULED AUTOS AUTOS S 1,000 ALLOWNED SOFHEDULED AUTOS AUTOS S 1,000 AUTOS AUTOS AUTOS AUTOS S HIRED AUTOS AUTOS AUTOS S 05/15/2015 05/15/2016 BODILY INJURY (Per accident) S ALLOWNED AUTOS AUTOS AUTOS AUTOS S S AUTOS AUTOS AUTOS AUTOS S S S AUTOS AUTOS AUTOS AUTOS S S S AUTOS AUTOS S S S S S AUTOS AUTOS S S S S S AUTOS CLAIMS-MADE OS/15/2015 05/15/2016 AGGREGATE \$ 3,000, AND EMPLOYERS'LIABILITY N/A 982923 <td></td> <td>CLAIMS-MADE ^ OCCUR</td> <td>X</td> <td></td> <td>4X92951</td> <td>05/15/2015</td> <td>05/15/2016</td> <td>PREMISES (Ea occurrence)</td> <td>\$</td> <td>100,00</td>		CLAIMS-MADE ^ OCCUR	X		4X92951	05/15/2015	05/15/2016	PREMISES (Ea occurrence)	\$	100,00
GENUL AGGREGATE LIMIT APPLIES PER: PRO: S POLICY X PRO: LOC PRO: S OTHER AUTOMOBILE LABILITY S S AUTOMOBILE LABILITY 4X92951 05/15/2015 05/15/2016 BOOILY INJURY (Per person) S AUTOS AUTOS AUTOS AUTOS BOOILY INJURY (Per accident) S HIRED AUTOS AUTOS AUTOS COLAIMS-MADE S VUMBRELLA LIAB X OCCUR AX92951 05/15/2015 05/15/2016 BOOILY INJURY (Per accident) S A EXCESS LIAB CLAIMS-MADE 4X92951 05/15/2015 05/15/2016 AGGREGATE \$ 3,000, AD PROPRIETOR/PARTNERWEXCUTIVE Y/N N/A 982923 01/01/2015 01/01/2016 EACH OCCURENCE \$ 3,000, ADV PROPRIETOR/PARTNERWEXCUTIVE Y/N N/A 982923 01/01/2015 01/01/2016 EL EACH ACCIDENT \$ 500, EL L DISEASE - POLICY LIMIT \$ 500, EL L DISEASE - POLICY LIMIT \$ 500, EL L DISEASE - POLICY LIMIT \$ 500,		salar sala and						MED EXP (Any one person)	\$	5,00
POLICY X PRO- JECT LOC PRODUCTS - COMP/OP AGG \$ 2,000 OTHER AUTOMOBILE LIABILITY A AUTOMOBILE LIABILITY \$ 4X92951 05/15/2015 05/15/2016 BODILY INJURY (Per person) \$ A X ANY AUTO AUTOS AUTOS AUTOS BODILY INJURY (Per person) \$ HIRED AUTOS AUTOS AUTOS AUTOS BODILY INJURY (Per person) \$ X UMBRELLA LIAB X OCCUR \$ BODILY INJURY (Per person) \$ X UMBRELLA LIAB X OCCUR \$ \$ \$ A CLAIMS-MADE 4X92951 05/15/2015 05/15/2016 BODILY INJURY (Per accident) \$ X UMBRELLA LIAB CCCUR \$ \$ \$ \$ A CALIMS-MADE 4X92951 05/15/2016 05/15/2016 AGGREGATE \$ \$ A EXCESS LIAB CLAIMS-MADE 4X92951 05/15/2016 AGGREGATE \$ \$ \$ ADED X RETENTION S 10,000 \$								PERSONAL & ADV INJURY	\$	1,000,000
OTHER: s AUTOMOBILE LIABILITY s A X ANY AUTO ALL OWNED SCHEDULED ALL OWNED ACHEDULED AUTOS AUTOS HIRED AUTOS MON-OWNED AUTOS NON-OWNED AUTOS NON-OWNED AUTOS NON-OWNED BODILY INJURY (Per person) S BODILY INJURY (Per accident) S PROPERTY DAMAGE S VIMBRELLA LIAB CCLUR A EXCESS LIAB CLAIMS-MADE 4X92951 DED X RETENTIONS DED X RETENTIONS MAD EMPLOYERS' LIABUITY AX92951 O5/15/2015 05/15/2016 AGGREGATE S AND PROPRIETOR/PARTINER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? N/A 982923 01/01/2015 01/01/2016 EL ACH ACCIDENT S EL ACH ACCIDENT S CHERCHWENGER EXCLUDED? N/A 982923 01/01/2015 01/01/2016 EL CACH ACCIDENT								GENERAL AGGREGATE	\$	2,000,000
AUTOMOBILE LIABILITY A AUTOMOBILE LIABILITY \$ 1,000, ALL OWNED AUTOS AUTOS AUTOS AUTOS BODILY INJURY (Per person) \$ AUTOS NON-OWNED AUTOS NON-OWNED AUTOS BODILY INJURY (Per accident) \$ A X UMBRELLA LIAB X OCCUR AUTOS BODILY INJURY (Per accident) \$ A EXCESS LIAB CLAIMS-MADE 4X92951 05/15/2015 05/15/2016 EACH OCCURRENCE \$ 3,000, DED X RETENTION \$ 10,000 \$ \$ \$ \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N \$ 982923 01/01/2015 01/01/2016 X PER EL EACH ACCIDENT \$ \$ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A 982923 01/01/2015 01/01/2016 X PER EL EACH ACCIDENT \$ \$ \$ BESCRIPTION OF OPERATIONS below N / A 982923 01/01/2015 01/01/2016 EL EACH ACCIDENT \$ \$ \$ BESCRIPTION OF OPERATIONS below N / A <td< td=""><td>POLI</td><td>CY A JECT LOC</td><td></td><td></td><td></td><td></td><td></td><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>2,000,000</td></td<>	POLI	CY A JECT LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
A X ANY AUTO ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS H	contraction and the first state of								\$	
ALL OWNED AUTOS HIRED AUTOS HIRED AUTOS HIRED AUTOS AUTOS AUTOS HIRED AUTOS AU	i and and an							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
AUTOS			4X92951	4X92951	05/15/2015	05/15/2016	BODILY INJURY (Per person)	\$		
HIRED AUTOS AUTOS Image: Constraint of the state	AUTO	DS AUTOS							\$	
X UMBRELLA LIAB X OCCUR \$ 3,000, A EXCESS LIAB CLAIMS-MADE 4X92951 05/15/2015 05/15/2016 AGGREGATE \$ 3,000, DED X RETENTION \$ 10,000 4X92951 05/15/2015 05/15/2016 AGGREGATE \$ 3,000, NORKERS COMPENSATION AND EMPLOYERS' LIABILITY OFFICER/MEMBER EXCLUDED? Y/N Y/N N/A 982923 01/01/2015 01/01/2016 E.L EACH ACCIDENT \$ 500, If yes, describe under DESCRIPTION OF OPERATIONS below N/A 982923 01/01/2015 01/01/2016 E.L EACH ACCIDENT \$ 500, E.L DISEASE - EA EMPLOYEE \$ 500, E.L DISEASE - FA EMPLOYEE \$ 500,	HIRE								\$	-
A EXCESS LIAB CLAIMS-MADE 4X92951 05/15/2015 05/15/2016 AGGREGATE \$ 3,000, WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 10,000 Y/N 982923 01/01/2015 05/15/2016 AGGREGATE \$ 3,000, WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N Y/N N/A 982923 01/01/2015 01/01/2016 X X PER STATUTE CH- ER S 500, BANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A 982923 01/01/2015 01/01/2016 X X STATUTE EL EL CACH ACCIDENT \$ 500, If yes, describe under DESCRIPTION OF OPERATIONS below N/A 982923 01/01/2015 01/01/2016 EL DISEASE - EA EMPLOYEE \$ 500,									\$	
DED X RETENTION \$ 10,000 \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY OFFICE/MEMBER EXCLUDED? Y/N OFFICE/MEMBER EXCLUDED? Y/N N/A 982923 01/01/2015 01/01/2016 X PER STATUTE OTH- ER 500, If yes, describe under DESCRIPTION OF OPERATIONS below N/A 982923 01/01/2015 01/01/2016 E.L. EACH ACCIDENT \$ 500,	Х ИМВ	RELLA LIAB X OCCUR							\$	3,000,000
DED X RETENTION \$ 10,000 \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N OFFICE/MEMBER EXCLUDED? Y/N N/A 982923 01/01/2015 01/01/2016 X PER STATUTE OTH- ER 500, If yes, describe under DESCRIPTION OF OPERATIONS below N/A 982923 01/01/2015 01/01/2016 E.L. EACH ACCIDENT \$ 500,	EXCE	SS LIAB CLAIMS-MADE			4X92951	05/15/2015	05/15/2016	AGGREGATE	\$	3,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N Y/N Y/N 982923 01/01/2015 01/01/2016 X PER STATUTE OTH- ER 3 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below N/A 982923 01/01/2015 01/01/2016 E.L. EACH ACCIDENT \$ 500, E.L. DISEASE - EA EMPLOYEE \$ 500, E.L. DISEASE - POLICY LIMIT \$ 500,)						1	
3 ANY PROPRIETOR/PARTNER/EXECUTIVE ITH N/A 982923 01/01/2015 01/01/2016 E.L. EACH ACCIDENT \$ 500, (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below N/A \$ 500, E.L. DISEASE - EA EMPLOYEE \$ 500, E.L. DISEASE - POLICY LIMIT \$ 500,	WORKERS AND EMPL	OVERS' LIARILITY						X PER OTH-		
If yes, describe under E.L. DISEASE - EA EMPLOYEE \$ 500, If yes, describe under E.L. DISEASE - POLICY LIMIT \$ 500, DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT \$ 500,	ANY PROP	RIETOR/PARTNER/EXECUTIVE	1	9	982923	01/01/2015	01/01/2016		\$	500,000
EL DISEASE - POLICY LIMIT \$ 500,	(Mandatory	in NH)						E.L. DISEASE - EA EMPLOYEE		500,000
	DESCRIPT	ON OF OPERATIONS below								500,000
ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	SCRIPTION OF	OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedule, n	nay be attached if more	e space is require	ed)		
ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) ertificate holder is added as additional insured with respects to liability arising out of ongoing operations performed for the additional insured.	SCRIPTION O	OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedule, n	nay be attached if more	e space is require	ed)		

 $\rightarrow 2$

***** 11

The ACORD name and logo are registered marks of ACORD



AGENCY CUSTOMER ID: KAHUWAS-01

LOC #: 1

JACKIE

Page 1 of 1

ADDITIONAL REMARKS SCHEDULE

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

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

JACKIE

KAHUWAS-01

THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, AN	IVELY SURAN	OR NEGATIVELY AMEND	EXTEND OR AL	TER THE CO	OVERAGE AFFORDED	BY TH	IE POLICIES
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject this certificate does not confer rights to	ct to th	he terms and conditions of	the policy, certain	policies may	NAL INSURED provision require an endorsemer	nsorb nt.As	e endorsed. tatement on
PRODUCER Hagan Hamilton Insurance PO Box 847			CONTACT NAME: PHONE (A/C, No, Ext): (503)		FAX (A/C, No):	-	• • • • • • • • • • • • •
Mcminnville, OR 97128			E-MAIL ADDRESS:				
							NAIC #
INSURED			INSURER A : EMC In	surance u	ompanies		36196
Kahut Waste Services, LLC	ETAL		INSURER C :				50150
Ray Kahut			INSURER D :		153 - 153WE OF		
PO Box 550 Canby, OR 97013			INSURER E :		2.7.4 B (Marcol)		
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			INSURER F :				
COVERAGES CER	TIFICA	TE NUMBER:			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIRE PERTAI POLICIE	MENT, TERM OR CONDITION IN, THE INSURANCE AFFORI ES. LIMITS SHOWN MAY HAVE	N OF ANY CONTRA DED BY THE POLIC BEEN REDUCED BY	CT OR OTHER IES DESCRIE PAID CLAIMS	R DOCUMENT WITH RESPE BED HEREIN IS SUBJECT 1	ECT TO	WHICH THIS
	ADDL SU	VD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	1 000 000
A X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$	1,000,000 500,000
CLAIMS-MADE X OCCUR	X	4X92951	05/15/2017	05/15/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	10,000
					MED EXP (Any one person)	\$	1,000,000
					PERSONAL & ADV INJURY	\$	2,000,000
					GENERAL AGGREGATE	\$ \$	2,000,000
					PRODUCTS - COMP/OP AGG	\$	
		and some strategies of these interactions in some of the	An Internet Procession and the		COMBINED SINGLE LIMIT	5	1,000,000
X ANY AUTO		4X92951	05/15/2017	05/15/2018	(Ea accident) BODILY INJURY (Per person)	\$	
AUTOS ONLY SCHEDULED		1102001			BODILY INJURY (Per accident)		
AUTOS ONLY NON-OWNED					PROPERTY DAMAGE (Per accident)	\$	
						\$	
A X UMBRELLA LIAB X OCCUR					EACH OCCURRENCE	\$	3,000,000
EXCESS LIAB CLAIMS-MADE		4X92951	05/15/2017	05/15/2018	AGGREGATE	\$	3,000,000
DED X RETENTION \$ 10,000						\$	
B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER OTH- STATUTE ER		500.000
ANY PROPRIETOR/PARTNER/EXECUTIVE (Mandatory in NH)	NIA	982923	01/01/2017	01/01/2018	E.L. EACH ACCIDENT	\$	500,000
(Mandatory in NH)					E.L. DISEASE - EA EMPLOYEE	\$	500,000 500,000
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL Certificate holder is added as additional insu	LES (ACO ured wit	DRD 101, Additional Remarks Schedu th respects to liability arising	out of ongoing ope	rations perfo	rmed for the additional in	sured.	9
			CANCELLATION				
			OANOLLEANON				
City of Milwaukie Milwaukie 10722 SE Main Street Milwaukie OB 027022	City Ha	И	SHOULD ANY OF THE EXPIRATION ACCORDANCE WI	N DATE TH	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL I Y PROVISIONS.	ANCEL BE DE	LED BEFORE LIVERED IN
Milwaukie, OR 97222			Jachin I				

© 1988-2015 ACORD CORPORATION. All rights reserved.

A						к	AHUWAS-01		JACK
AC		CE	RT	IFICATE OF LIA	BILITY IN	SURAN	ICE	DA	TE (MM/DD/YYYY) 5/2/2019
BEL	S CERTIFICATE IS ISSUED AS RTIFICATE DOES NOT AFFIRMA OW. THIS CERTIFICATE OF IN PRESENTATIVE OR PRODUCER, A	TIVE	LY C	OR NEGATIVELY AMEND, E	XTEND OR AL	TER THE C	OVERAGE AFEORDED	DV.	
11 21	ORTANT: If the certificate hold UBROGATION IS WAIVED, subj certificate does not confer rights	ect to	o the	e terms and conditions of the	e nolicy certain	nolicies ma	NAL INSURED provision y require an endorseme	ons or ent. A	be endorsed. statement on
PRODUC		to th).			
PO Bo	Hamilton Insurance x 847 inville, OR 97128			PH (A	AME: HONE /C, No, Ext): (503) MAIL DDRESS:	472-2165	FAX (A/C, No):	
							RDING COVERAGE		NAIC #
				IN	SURER A : Ohio C				24074
NSURE					SURER B : SAIF				36196
	Kahut Waste Services, LLC Ray Kahut	ETA	L	IN	SURER C :				
	PO Box 550			IN	SURER D :				
	Canby, OR 97013			INS	SURER E :				
				INS	SURER F :				
				E NUMBER:			REVISION NUMBER:		
CERT	IS TO CERTIFY THAT THE POLIC CATED. NOTWITHSTANDING ANY FIFICATE MAY BE ISSUED OR MAY LUSIONS AND CONDITIONS OF SUCH			, THE INSURANCE AFFORDED LIMITS SHOWN MAY HAVE BEI	DF ANY CONTRA D BY THE POLIC EN REDUCED BY	CT OR OTHEF IES DESCRIE PAID CLAIMS	R DOCUMENT WITH RESP	FOTT	O MARINOLI TUNO
ISR TR AX	TYPE OF INSURANCE	INSD	WVD	POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS	
-	+						EACH OCCURRENCE	\$	1,000,00
	CLAIMS-MADE X OCCUR	X		BKS58690759	5/15/2019	5/15/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,0
							MED EXP (Any one person)	\$	15,0
							PERSONAL & ADV INJURY	\$	1,000,0
GE							GENERAL AGGREGATE	\$	2,000,0
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$	2,000,0
	OTHER		 					\$	
AU							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,00
X				BAS58690759	5/15/2019	5/15/2020	BODILY INJURY (Per person)	\$	
	OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
X								\$	
X				110.0 50000 500			EACH OCCURRENCE	\$	3,000,00
	EXCESS LIAB CLAIMS-MADE			USO58690759	5/15/2019	5/15/2020	AGGREGATE	\$	3,000,00
2	DED X RETENTION \$ 10,000							\$	
	RKERS COMPENSATION D EMPLOYERS' LIABILITY Y / N						PER OTH- STATUTE ER		
ANY OFF	PROPRIETOR/PARTNER/EXECUTIVE	N/A		982923	1/1/2019	1/1/2020	E.L. EACH ACCIDENT	\$	500,00
(Mar	ndatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$	500,00
DES	s, describe under SCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	500,00
			1						

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.



AGENCY CUSTOMER ID: KAHUWAS-01

LOC #: 1

Page 1 of 1

ADDITIONAL	REMARKS	SCHEDULE	

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

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 Sanitry 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

A	ć	ORD	CER	TIF	=IC	:4		BII		ISURA			E (MWDD/YYYY)
E	BELO	TIFICATE DOI	E IS ISSUED AS A ES NOT AFFIRMAT		TER Y O	OF I R NE DOI	NFORMATION ONL GATIVELY AMEND ES NOT CONSTITU	Y AND	CONFERS	NO RIGHTS	UPON THE CERTIFICA OVERAGE AFFORDED THE ISSUING INSUREF	TE HO	HE POLICIES
ll ti	MPC he te	RTANT: If therms and con	e certificate holder	is a , cer	n AD tain j	DITIC	NAL INSURED, the				If SUBROGATION IS V		
	DUC		They of Such chuch	Jem	enqu	<i>J</i> .		CONT	ACT				
KB	II	Insurance	Inc					DUONI) 692-1520	FAX	(503)	692-1299
		Box 888						E-MAIL ADDR			1 (A/C, NO)		
18	660	S.W. Bo	ones Ferry Ro	d.				ADDIN		SURER(S) AFFO	RDING COVERAGE		NAIC #
Tu	ala	atin	OR 97	7062	2			INSUR	(New york)		alty Insurance		
INSU	URED		111. 20110000					INSUR	ER B :				
Me	1 I	Deines Sa	nitary Servio	ce,	Ind	с.		INSUR	ER C :				
P.	0	Box 222	65					INSUR	ER D :				1
								INSUR	ER E :				
		aukie	OR 97		-			INSUR	ER F :				
	_	RAGES	the second s	_			MBER:2015				REVISION NUMBER:		
IN C	NDIC ERT XCL	ATED. NOTWI IFICATE MAY E USIONS AND C	THSTANDING ANY RE BE ISSUED OR MAY ONDITIONS OF SUCH	PER POL	REME TAIN,	NT, T THE LIMI	ERM OR CONDITION	OF AN	Y CONTRACT	OR OTHER		O ALL	WHICH THIS
LTR	-	TYPE OF NERAL LIABILITY	INSURANCE	INSE	WVD	1-	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMI	1	1 000 000
		1									EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
A	X	<u>+</u>	DE X OCCUR	x		CDD	1054046 03		4/1/2015	4/1/2016	PREMISES (Ea occurrence)	\$	5,000
A	1		DE X OCCOR	^		CFF	1024040 02				MED EXP (Any one person) PERSONAL & ADV INJURY	\$	1,000,000
	-										GENERAL AGGREGATE	\$	2,000,000
	GE		IMIT APPLIES PER:						1.000		PRODUCTS - COMP/OP AGG	\$	2,000,000
	x		RO- ECT LOC									\$	
	-	TOMOBILE LIABILI	Charles and the second s								COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
		ANY AUTO									BODILY INJURY (Per person)	\$	
A	X	ALL OWNED AUTOS	SCHEDULED	x		CPP	1052876 03		4/1/2015	4/1/2016	BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS	X NON-OWNED AUTOS								PROPERTY DAMAGE (Per accident)	\$	
		1									PIP-Basic	\$	
	Х	UMBRELLA LIAE	X OCCUR								EACH OCCURRENCE	\$	1,000,000
A		EXCESS LIAB	CLAIMS-MADE			CPP	1052876 00		4/1/2015	4/1/2016	AGGREGATE	\$	1,000,000
	_	designed and the second s	ENTION \$	-	1							\$	
		RKERS COMPENS D EMPLOYERS' LIA									WC STATU- TORY LIMITS ER		
		PROPRIETOR/PA	RTNER/EXECUTIVE	N/A							E.L. EACH ACCIDENT	\$	
		indatory in NH) es, describe under									E.L. DISEASE - EA EMPLOYEE		
	DÉS	SCRIPTION OF OP	ERATIONS below								E.L. DISEASE - POLICY LIMIT	\$	11 Ki 60
DES						4000	D 404 Additional Demarks	Cabadul					
			NS/LOCATIONS/VEHIC								9 03 10 & WN CA 2	7 11	12
CE	RTIP	ICATE HOLD	FR					CAN	ELLATION				
)3)	652-4433 CITY OF M						SHO	ULD ANY OF	N DATE THE	ESCRIBED POLICIES BE C EREOF, NOTICE WILL I Y PROVISIONS.		
		ATTN: JOA 10722 SE						AUTHO	RIZED REPRESE	NTATIVE			
	1	MILWAUKIE	, OR 97222					David	d Kilhefn	er/LMD	Dave a	104	2

© 1988-2010 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

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	
 Property Damage Liability Elevators Fire, Lightning, Explosion Or Sprinkler Leakage Exception Borrowed Equipment (\$25,000 Per Occurrence, \$50,000 Aggregate, \$2,500 Deductible Per Occurrence 	3
Supplementary Payments – Amended Bail Bonds Up To \$5,000 Loss of Earnings Up To \$500/Day	
 Who Is An Insured Amendments Employee Bodily Injury To A Co-Employee Newly Formed Or Acquired Organizations For Up To 180 Days Blanket Additional Insured – Vendors – As Required By Contract Blanket Additional Insured – Lessor Of Leased Equipment Blanket Additional Insured – Managers Or Lessors Of Premises Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations. Blanket Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations. 	
Damage To Premises Rented To You – \$300,000	5
Medical Payments Increased Limit – \$10,000 Or Amount Shown on Declarations	6
Conditions Knowledge of Accident, Claim, Suit Or Loss Amended Unintentional Failure To Disclose Hazards Waiver of Subrogation 	6
Bodily Injury Redefined To Include Mental Anguish	6
Insured Contract Amended	6
Personal And Advertising Injury Redefined Televised, Videotaped Or Electronic Publication	6

1

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.

22

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:

- \$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.

267/437

600000

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:
 - 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
 - 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.

 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.

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.
- 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:

 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.

- 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
 - 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:

- 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
- 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.

B. Medical Expense Limit

Paragraph 7. is replaced with the following:

- 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:
 - 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

WN GL 39 03 10 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 and included organization 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:

 "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;
- 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 Employees as Insureds Subsidiaries in Which You Own 50% or More 	2 2 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 Loss of Earnings up to \$500/Day	2 2
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	5

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.

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

 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:



- 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:

- 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:
 - 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

1ĝ

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:

 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:

 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".

26

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:

- 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.

\$

ACORD					1723 / 18			DAT	TE (MWDD/YYYY)
CER CER	111	-10	CATE OF LIA	ARIT		VSUR/	ANCE		16/2016
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. 1/IIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A		ANCE	R NEGATIVELY AMENE DOES NOT CONSTITU CERTIFICATE HOLDER.), EXTE JTE A	END OR AL	TER THE CO BETWEEN	OVERAGE AFFORDED THE ISSUING INSURE	TE H BY T R(S), J	OLDER. THIS HE POLICIES AUTHORIZED
IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endo	/, cer	tain	policies may require an	endorse	(ies) must b ement. A sta	e endorsed. atement on t	If SUBROGATION IS V his certificate does not	VAIVE	D, subject to rights to the
PRODUCER	sem	ent(s	<u>5)</u> .	CONT	ACT				
KBI Insurance Inc				PHONE	-) 692-1520) FAX	(503)	692-1299
P.O. Box 888				E-MAIL ADDRI	-		(A/C, No)	(000)	
18660 S.W. Boones Ferry Ro	d.				0.00	SURER(S) AFFO	RDING COVERAGE		NAIC #
	7062	2		INSUR	ERA:Pione	er Speci	alty Insurance		
INSURED				INSUR	ER B :				
Mel Deines Sanitary Servic P. O. Box 22265	ce,	Ind	с.	INSUR					
P. O. BOX 22265				INSUR	1997 - C.C.		·		
Milwaukie OR 97	1222)		INSUR					
			E NUMBER:2016	INSUR	ERF:	····	REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE	EQUIF	REME	NT. TERM OR CONDITION	OF AN	Y CONTRACT	OR OTHER	ED NAMED ABOVE FOR T	CT TC	MHICH THIS
CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	POLI	CIES	. LIMITS SHOWN MAY HAVE	E BEEN	REDUCED BY	PAID CLAIMS	S.	O ALL	THE TERMS,
LTR TYPE OF INSURANCE GENERAL LIABILITY	INSR	WVD	POLICY NUMBER		(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	T	
X COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
A CLAIMS-MADE X OCCUR	x		CPP 1054046 04		4/1/2016	4/1/2017	PREMISES (Ea occurrence) MED EXP (Any one person)	\$	100,000
							PERSONAL & ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	\$	2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	2,000,000
X POLICY PRO- JECT LOC								\$	
							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A ANY AUTO X ALL OWNED SCHEDULED			CPP 1052876 04		4/1/2016	4/1/2017	BODILY INJURY (Per person)	\$	
X WIDER WIDER	x				1/1/2010	4/1/201/	BODILY INJURY (Per accident) PROPERTY DAMAGE	\$ \$	
AUTOS							(Per accident)	\$ \$	
X UMBRELLA LIAB X OCCUR							PIP-Basic EACH OCCURRENCE	\$	1,000,000
A EXCESS LIAB CLAIMS-MADE			CPP 1018545 01		4/1/2016	4/1/2017	AGGREGATE	\$	1,000,000
DED RETENTION \$								\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N							WC STATU- OTH- TORY LIMITS ER		
ANY PROPRIETOR/PARTNER/EXECUTIVE	N / A						E.L. EACH ACCIDENT	\$	
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$	
DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
						-			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL THE CITY OF MILWAUKIE IS LIST	LES (A	ttach	ACORD 101, Additional Remarks	Schedule	, if more space is	required)	07 15 5 101 00 25	7 1 1	10
			IN ADDITIONAL INSU		EK FORMS	WIN GL 43	07 15 & WN CA 2	, 11	12
							anna ha anna an an an anna an ann an an ann		-
CERTIFICATE HOLDER				CANC	ELLATION				
(503)652-4433 CITY OF MILWAUKIE				THE	EXPIRATION	DATE THE	ESCRIBED POLICIES BE CA REOF, NOTICE WILL B Y PROVISIONS.		
MILWAUKIE CITY HALL									
ATTN: JOANN HERRIGEL				AUTHOR	ZED REPRESEN	ITATIVE			
10722 SE MAIN ST. MILWAUKIE, OR 97222									
, on 5,222				David	Kilhefne	er/LMD	Dave &	al	K

© 1988-2010 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

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:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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:

- "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 Employees as Insureds Subsidiaries in Which You Own 50% or More	2 2 2
	Broadened Definition of Bodily Injury to Include Mental Anguish	5
[Deductible Waiver for Glass Repair	3
ĥ	Employee Hired Auto	2, 5
F	-ellow Employee Coverage	3
ł	Hired Auto Physical Damage Coverage	3
k	Snowledge of Accident, Claim, Suit or Loss	4
L	oss Of Use Expenses - Amended	3
F	Personal Effects	3
R	Rental Reimbursement Coverage	3
S	 Bail Bonds up to \$5,000 Loss of Earnings up to \$500/Day 	2 2
т	ransportation Expense Limits – Amended	3
U	Inintentional Failure to Disclose Hazards	5

2

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

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.

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

WN CA 27 11 12

"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:



- 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 fargest 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:

- 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:
 - 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

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:

 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:

 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:
 - 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".

2(5

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.

								_		
ACORD [®] CE	RTIF		TE OF LIA	ABI		SUR	ANCE		re (MWDD/YYYY) 28/2017	
THIS CERTIFICATE IS ISSUED AS			NEORMATION ON							
CERTIFICATE DOES NOT AFFIRI BELOW. THIS CERTIFICATE OF REPRESENTATIVE OR PRODUCE	ATIVELY	OR NE	GATIVELY AMENE ES NOT CONSTITU	D, EXTE	END OR AL	TER THE CO	OVERAGE AFFORDED	BY TH	HE POLICIES	
IMPORTANT: If the certificate hol				a nolicy	(ice) must h	o ondoreod			D subject to	
the terms and conditions of the po certificate holder in lieu of such er	licy, certa	ain polici								
PRODUCER				CONT	ACT					
KBI Insurance Inc					PHONE (A/C, No, Ext); (503) 692-1520 FAX (A/C, No); (503) 692-1299					
P.O. Box 888					E-MAIL ADDRESS:					
18660 S.W. Boones Ferry Rd.					1		RDING COVERAGE		NAIC #	
Tualatin OR 97062				INSURER A Western National Assurance Co.						
INSURED				INSURER B :						
Mel Deines Sanitary Service, Inc.				INSURER C :						
P. O. Box 22265	terre de tablera persona e construir de tablera de tablera de tablera de tablera de tablera de tablera de table				INSURER D :					
				INSURER E :					_	
Milwaukie OR	97222				INSURER F :					
COVERAGES	ERTIFIC	ATE NU	MBER:2017				REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLI										
INDICATED. NOTWITHSTANDING AN CERTIFICATE MAY BE ISSUED OR M										
EXCLUSIONS AND CONDITIONS OF SI	ICH POLICI	IES. LIMI	TS SHOWN MAY HAV	E BEEN	REDUCED BY	PAID CLAIMS	S.	U ALL	THE TERMO,	
INSR LTR TYPE OF INSURANCE			POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	тѕ		
GENERAL LIABILITY							EACH OCCURRENCE	\$	1,000,000	
X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000	
A CLAIMS-MADE X OCCUR	x	CPP	1054046 05		4/1/2017	4/1/2018	MED EXP (Any one person)	\$	5,000	
							PERSONAL & ADV INJURY	\$	1,000,000	
							GENERAL AGGREGATE	\$	2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	2,000,000	
X POLICY PRO- JECT LOC								\$		
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
A ANY AUTO							BODILY INJURY (Per person)	\$		
X ALL OWNED SCHEDULED AUTOS	X	CPP	1052876 05		4/1/2017	4/1/2018	BODILY INJURY (Per accident)	\$		
X HIRED AUTOS X NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$		
							PIP-Basic	\$		
X UMBRELLA LIAB X OCCUR						9	EACH OCCURRENCE	\$	1,000,000	
A EXCESS LIAB CLAIMS-N	ADE	CPP	1018545 02		4/1/2017	4/1/2018	AGGREGATE	\$	1,000,000	
DED RETENTION \$								\$		
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	/ N						WC STATU- TORY LIMITS ER		- (AUX - 11)	
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	\$		
(Mandatory in NH) If yes, describe under							E.L. DISEASE - EA EMPLOYEE	\$		
DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$		
DESCRIPTION OF OPERATIONS / LOCATIONS / V		tech ACORI	2 101 Additional Remarks	Sahaduk	l if more energy	a required)				
THE CITY OF MILWAUKIE IS L							07 15 & WN CA 2	7 11	12	
					CANCELLATION					
CERTIFICATE HOLDER				T	SELLATION					
(503) 652-4433				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN						
										CITY OF MILWAUKIE
MILWAUKIE CITY HALL				AUTHO	AUTHORIZED REPRESENTATIVE					
ATTN: JOANN HERRIGEL 10722 SE MAIN ST.										
MILWAUKIE, OR 97222					David Kilhefner/LMD Que Kolf					
David Kilhefner/LMD							lal	£		
				1						

ACORD 25 (2010/05) INS025 (201005).01

© 1988-2010 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

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
 - 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:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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:

- "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.

- "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 Employees as Insureds Subsidiaries in Which You Own 50% or More 	2 2 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 Loss of Earnings up to \$500/Day	2 2
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	5

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

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.

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

WN CA 27 11 12

"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:

 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:

- 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:
 - 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

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:

 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:

 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:
 - 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".

45

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.

ACORD CERT	1FI	СА	TE OF LIABIL	.ITY	INSU	RANCE		TE (MWDD/YYYY) 12/10/2014
THIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVE BELOW. THIS CERTIFICATE OF INSUR REPRESENTATIVE OR PRODUCER, AM	LY O	DOE	GATIVELY AMEND, EXTEN IS NOT CONSTITUTE A CO	D OR	ALTER THE	OVERAGE A	FFORDED BY THE POLICIES	3
IMPORTANT: If the certificate holder is the terms and conditions of the policy, certificate holder in lieu of such endorse	certai	n poli	NAL INSURED, the policy cies may require an endor	(ies) mi sement	ust be endors . A statemer	ed. If SUBR	OGATION IS WAIVED, subject blicate does not confer rights t	to othe
PRODUCER LOCKTON COMPANIES		-		CONI	ACT			
5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057				AC.	to, Ext)		(AC, No)	
866-260-3538				E-MAIL	Ē85.			
					IN	SURER(S) AFF	ORDING COVERAGE	NAIC #
				INSUR	and the second	and the second state of th	surance Company	22667
INSURED WASTE MANAGEMENT HOLD	INGS	INC.	& ALL AFFILIATED,		and the second se	and a second	: Co of North America	43575
1300299 RELATED & SUBSIDIARY COM WASTE MANAGEMENT OF OF			ACLODING:				sualty Insurance Co	20699
7227 NORTHEAST 55TH AVEN				INSUR	ERD: ACE F	ire Underwrit	ters Insurance Company	20702
PORTLAND OR 97218				INSUR				
			2405004	INSUR	ERF:		Manual Manual State	
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUC	s of Equif Pert H Po	INSU REME AIN, " LICIE	NT, TERM OR CONDITION THE INSURANCE AFFORDE S. LIMITS SHOWN MAY H	OF AN	Y CONTRACT THE POLICIE	t or other s describei d by paid ci	DOCUMENT WITH RESPECT TO HEREIN IS SUBJECT TO ALL LAIMS.	POLICY PERIOD
LTR TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER		POLICY EFF	POLICY EXP		-
A X COMMERCIAL GENERAL LIABILITY	Y	Y	HDO G27341251		1/1/2015	1/1/2016		000,000
CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence) \$ 5.	000,000
X XCU INCLUDED							MED EXP (Any one person) \$ X	XXXXXX
X ISO FORM C000010413							PERSONAL & ADVINJURY \$ 5.	000.000
GENL AGGREGATE LIMIT APPLIES PER:		1						000,000
POLICY X PRO: X LOC							PRODUCTS COMPIOP AGG \$ 6.	000,000
OTHER							5	
A AUTOMOBILE LIABILITY	Y	Y	MMT H08830472		1/1/2015	1/1/2016	And Market Million and an and an and an and an and	000,000
X ANY AUTO							BODILY INJURY (Per person) \$ X	XXXXXX
X AUTOS SCHEDULED	1							XXXXXXX
X HIRED AUTOS X AUTOS							in or ottanoonin	XXXXXX
X MCS-90	<u> </u>						\$ X	XXXXXX
C X UMBRELLA LIAB X OCCUR	Y	Y	XOO G2742305A		1/1/2015	1/1/2016	And the second division of the second divisio	5,000,000
EXCESS LIAB CLAIMS MADE							AGGREGATE \$ 1.	5.000.000
DED RETENTION \$								XXXXXXX
AND EMPLOYERS' LIABILITY YIN		Y	WLR C4814181A (AOS) WLR C48141821 (CA &	BEAL	1/1/2015 1/1/2015	1/1/2016	X STATUTE OTH-	
A ANY PROPRETOR/PARTINER/EXECUTIVE N	N/A		SCF C48141833 (WI)	MIN)	1/1/2015	1/1/2016	and the second se	000,000
(Mendetary in NH) Hypes, describe under								000.000
DESCRIPTION OF OPERATIONS below	-		310 4 11000204/0		1/1/2016	1110016	EL DISEASE - POLICY LIMIT 5 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 / V BLANKET WAIVER OF SUBROGATION REQUIRED BY WRITTEN CONTRACT V (EXCEPT FOR WORKERS' COMP/EL) W	IS G	RAN LE PI	TED IN FAVOR OF CERT ERMISSIBLE BY LAW. C	TIFICA	TE HOLDER	ON ALL PO	LICIES WHERE AND TO TH	E EXTENT SURED
CERTIFICATE HOLDER	_			CAN	ELLATION			
				THE	EXPIRATION D	ATE THEREOF	SCRIBED POLICIES BE CANCELLED , NOTICE WILL BE DELIVERED IN PROVISIONS.	
3405894				AUTHO	RIZED REPRES	SENTATIVE		
CITY OF MILWAUKIE 10722 SOUTHEAST MAIN STREET MILWAUKIE OR 97222						~		
						3	->Kelly	

ACORD 25 (2014/01)

©1988-2014 ACORD CORPORATION. All rights reserved

F2015-001 DATE (MM/DD/YYYY) ACORD... CERTIFICATE OF LIABILITY INSURANCE 1/1/2017 12/7/2015 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). CONTACT NAME: PHONE (A/C, No, Ext): PRODUCER LOCKTON COMPANIES FAX (A/C, No): 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 E-MAIL ADDRESS: 866-260-3538 NAIC # INSURER(S) AFFORDING COVERAGE 22667 INSURER A: ACE American Insurance Company WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, 43575 INSURED INSURER B : Indemnity Insurance Co of North America **RELATED & SUBSIDIARY COMPANIES INCLUDING:** INSURER C: ACE Property & Casualty Insurance Co 1300299 20699 WASTE MANAGEMENT OF OREGON INSURER D : ACE Fire Underwriters Insurance Company 20702 7227 NORTHEAST 55TH AVENUE PORTLAND OR 97218 INSURER E : INSURER F : REVISION NUMBER: XXXXXXX CERTIFICATE NUMBER: 11189653 **COVERAGES** ORPORT01 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. POLICY EFF POLICY EXP MM/DD/YYYY) (MM/DD/YYYY) ADDL SUBR INSR POLICY NUMBER LIMITS TYPE OF INSURANCE s 5,000,000 COMMERCIAL GENERAL LIABILITY 1/1/2017 EACH OCCURRENCE 1/1/2016 A Y Y HDO G27403311 X DAMAGE TO RENTED PREMISES (Ea occurrence) s 5,000,000 CLAIMS-MADE X OCCUR s XXXXXXX MED EXP (Any one person) X XCU INCLUDED PERSONAL & ADV INJURY \$ 5,000,000 Х ISO FORM CG00010413 \$ 6,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE POLICY X PRO-PRODUCTS - COMP/OP AGG \$ 6,000,000 X LOC \$ OTHER COMBINED SINGLE LIMIT (Ea accident) 1/1/2016 1/1/2017 s 1,000,000 AUTOMOBILE LIABILITY Y MMT H08866326 Y A BODILY INJURY (Per person) \$ XXXXXXX ANY AUTO X SCHEDULED AUTOS ALL OWNED AUTOS BODILY INJURY (Per accident) \$ XXXXXXX X NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) \$ XXXXXXX X X HIRED AUTOS \$ XXXXXXX MCS-90 X \$ 15,000,000 1/1/2016 1/1/2017 EACH OCCURRENCE Х UMBRELLA LIAB X OCCUR Y Y XOO G27929242 001 С \$ 15,000,000 AGGREGATE EXCESS LIAB CLAIMS-MADE \$ XXXXXXX DED **RETENTION \$** WORKERS COMPENSATION AND EMPLOYERS' LIABILITY OTH 1/1/2017 1/1/2017 1/1/2017 X PER STATUTE WLR C48596769 (AOS) WLR C48596800 (CA & MA) SCF C48596848 (WI) 1/1/2016 1/1/2016 1/1/2016 В Y Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) \$ 3,000,000 E.L. EACH ACCIDENT A D N/A N s 3,000,000 E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below s 3,000,000 E.L. DISEASE - POLICY LIMIT COMBINED SINGLE LIMIT 1/1/2016 1/1/2017 EXCESS AUTO XSA H08866314 A Y N \$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 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 11189653 CITY OF MILWAUKIE

10722 SE MAIN STREET MILWAUKIE OR 97222

ACORD 25 (2014/01)

© 1988-2014 ACORD CORPORATION. All rights reserved

z-7Kell

A	CORD [®] CERT	IFI	CA	TE OF LIABIL	ITY	INSUF	RANCE	1/1/2018		(MM/DD/YYYY) 2/7/2016
C E	HIS CERTIFICATE IS ISSUED AS A MA CERTIFICATE DOES NOT AFFIRMATIVE SELOW. THIS CERTIFICATE OF INSUR REPRESENTATIVE OR PRODUCER, AND	LY O	R NE DOE	GATIVELY AMEND, EXTEN ES NOT CONSTITUTE A CO	D OR	ALTER THE C	OVERAGE A	E CERTIFICATE HOLDER	R. THIS CIES	
It	MPORTANT: If the certificate holder is a f SUBROGATION IS WAIVED, subject to his certificate does not confer rights to	the	terms	and conditions of the poli	icy, cert endorse	tain policies n ment(s).				
PRC	DUCER LOCKTON COMPANIES				CONT/ NAME:	ACT			Tatri	
	5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057				A/C, N	E lo, Ext):		FAX (A/C, No	»):	
	866-260-3538				E-MAIL	SS:				
						INS	SURER(S) AFFC	ORDING COVERAGE		NAIC #
					INSUR	ERA: ACE	American In	surance Company		22667
INSU	WASTE MANAGEMENT HOLD	NGS	, INC	. & ALL AFFILIATED,	INSUR	ER B : Indemn	ity Insurance	Co of North America		43575
130	0299 RELATED & SUBSIDIARY CON WASTE MANAGEMENT OF OF			NCLUDING:	INSUR	ERC: ACE P	roperty & Cas	sualty Insurance Co		20699
	7227 NORTHEAST 55TH AVEN		'IN		INSUR	ERD: ACE F	ire Underwrit	ers Insurance Company		20702
	PORTLAND OR 97218				INSUR	ERE:				5
					INSUR	ER F :				
				E NUMBER: 3405894				REVISION NUMBER:		
IN C	HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUC		REME AIN,	INT, TERM OR CONDITION THE INSURANCE AFFORDE	OF AN	Y CONTRACT	OR OTHER DESCRIBED BY PAID CL	DOCUMENT WITH RESP D HEREIN IS SUBJECT TO AIMS.	ECT TO	WHICH THIS
NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	тѕ	
Α	X COMMERCIAL GENERAL LIABILITY	Y	Y	HDO G27860825		1/1/2017	1/1/2018	EACH OCCURRENCE	\$ 5,00	00,000
	CLAIMS-MADE X OCCUR				1			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,00	00,000
	X XCU INCLUDED							MED EXP (Any one person)	\$ XX	XXXXX
	X ISO FORM CG00010413	1						PERSONAL & ADV INJURY	\$ 5,00	00,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			-				GENERAL AGGREGATE	\$ 6,00	00,000
	POLICY X PRO- JECT X LOC							PRODUCTS - COMP/OP AGG	\$ 6,00	0,000
	OTHER:								\$	
Α		Y	Y	MMT H09052884		1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	00,000
								BODILY INJURY (Per person)		XXXXX
	X OWNED AUTOS ONLY SCHEDULED AUTOS	İ 🛛		a a a				BODILY INJURY (Per accident		XXXXX
	X AUTOS ONLY X AUTOS ONLY							PROPERTY DAMAGE (Per accident)		XXXXX
	X MCS-90									XXXXX
С	X UMBRELLA LIAB X OCCUR	Y	Y	XOO G27929242 002		1/1/2017	1/1/2018	EACH OCCURRENCE	1	000,000
	EXCESS LIAB CLAIMS-MADE							AGGREGATE		000,000
	DED RETENTION \$									XXXXX
B A	AND EMPLOYERS' LIABILITY Y / N		Y	WLR C49106944 (AOS) WLR C49106907 (AZ,CA,	&MA)		1/1/2018 1/1/2018	X STATUTE OTH-		0.000
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		SCF C49106981 (WI)	,		1/1/2018	E.L. EACH ACCIDENT	\$ 3,00	
	(Mandatory in NH)						1	E.L. DISEASE - EA EMPLOYEE	\$ 3,00	
A	and the second se			XSA H09052872		1/1/2017	1/1/2018	E.L. DISEASE - POLICY LIMIT	<u>s</u> 3,00	0,000
Λ	EXCESS AUTO LIABILITY	Y	Y	ASA H09032872		1/1/2017		COMBINED SINGLE LIMI \$9,000,000 (EACH ACCIDENT)	L	
BLA	CRIPTION OF OPERATIONS / LOCATIONS / VE NKET WAIVER OF SUBROGATION UIRED BY WRITTEN CONTRACT W CEPT FOR WORKERS' COMP/EL) WI	IS GI	RANT E PE	TED IN FAVOR OF CERT	IFICAT FRTIFI	E HOLDER	ON ALL POI	LICIES WHERE AND TO	D THE I L INSUI	XTENT RED
CEF	RTIFICATE HOLDER				CANC	ELLATION		1.1		
					THE		TE THEREOF,	Cribed Policies be cance Notice Will be deliver Provisions.		FORE
	3405894				AUTHOR	RIZED REPRESE	NTATIVE			
	CITY OF MILWAUKIE 10722 SOUTHEAST MAIN STREET MILWAUKIE OR 97222							~		
						6	-2-	->Kell		

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

						010 111	1/1/2020	2/4/2018
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER,	TIVE	LY O	R NEGATIVELY AMEND	EXTE	END OR ALT	FR THE CO	UPON THE CERTIFICATE I	OLDER. THIS
IMPORTANT: If the certificate holde	r is a	n AD	DITIONAL INSURED, the	policy	(ies) must ha	ave ADDITIC	NAL INSURED provisions of	be endorsed.
If SUBROGATION IS WAIVED, subje this certificate does not confer rights	to th	e cer	erms and conditions of the tificate holder in lieu of s	he poli uch er	icy, certain p idorsement(s	oolicies may s).	require an endorsement. A	statement on
PRODUCER LOCKTON COMPANIES				CONT/ NAME	ACT			
3657 BRIARPARK DRIVE, S HOUSTON TX 77042	UITE	700		PHONI (A/C, N	lo, Ext):		FAX (A/C, No):	
866-260-3538				É-MAIL ADDRE	ESS:			
								NAIC #
INSURED WASTE MANACENTENT HO		ICO					nsurance Company ce Co of North America	22667
1300299 WASTE MANAGEMENT HC RELATED & SUBSIDIARY (COME	ANII	ES INCLUDING:				riters Insurance Company	43575
WASTE MANAGEMENT OF	ORE	GON		INSURI		ine chaerm	intere insurance company	20702
7227 NORTHEAST 55TH AV PORTLAND OR 97218	ENUI	Ξ		INSUR	ER E :			
				INSUR	ER F :			
COVERAGES ORPORT01 CE THIS IS TO CERTIFY THAT THE POLICIE			ENUMBER: 3405894					XXXXXXX
INDICATED. NOTWITHSTANDING ANY F	REQUI	REME	NT. TERM OR CONDITION	OF AN	Y CONTRACT	OR OTHER	DOCUMENT WITH DESDECT T	
CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PER I POL	TAIN, ICIES.	THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	ED BY BEEN I	THE POLICIE REDUCED BY	S DESCRIBE	D HEREIN IS SUBJECT TO AL	L THE TERMS,
INSR LTR TYPE OF INSURANCE	ADD	SUBR				POLICY EXP (MM/DD/YYYY)		
A X COMMERCIAL GENERAL LIABILITY	Y	Y	HDO G71212993		1/1/2019	1/1/2020	EACH OCCURRENCE \$ 5	,000,000
CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5	,000,000
X XCU INCLUDED	-							XXXXXX
X ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER:	-							,000,000
POLICY X JECT X LOC								,000,000 .000,000
OTHER:							\$,000,000
A AUTOMOBILE LIABILITY	Y	Y	MMT H2527863A		1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1.	000,000
X ANY AUTO							BODILY INJURY (Per person) \$ X	XXXXXX
A AUTOS ONLY AUTOS X HIRED V NON-OWNED							DDODEDT/ DAMAGE	XXXXXX
X AUTOS ONLY AUTOS ONLY X MCS-90							(Per accident) ^Ф Л	XXXXXX XXXXXX
A X UMBRELLA LIAB X OCCUR	Y	Y	XOO G27929242 004		1/1/2019	1/1/2020		5.000.000
EXCESS LIAB CLAIMS-MADE	Ξ				1/1/2019	1,1,2020		5.000.000
DED RETENTION \$							s X	XXXXXX
B AND EMPLOYERS' LIABILITY		Y	WLR C65435846 (AOS) WLR C65435809 (CA & M		1/1/2019	1/1/2020	X PER OTH- STATUTE ER	
C ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A		SCF C65435883 (WI)	IA)	1/1/2019 1/1/2019	1/1/2020 1/1/2020		000,000
(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 3,	
A EXCESS AUTO	Y	Y	XSA H25278598		1/1/2019	1/1/2020	E.L. DISEASE - POLICY LIMIT \$ 3, COMBINED SINGLE LIMIT	000,000
LIABILITY							\$9,000,000 (EACH ACCIDENT)	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC BLANKET WAIVER OF SUBROGATION IS (GRAN	TED I	N FAVOR OF CERTIFICATE	FHOIT	DER ON ALL I	POLICIES WI	JEDE AND TO THE EVTENT	
REQUIRED BY WRITTEN CONTRACT WHI FOR WORKERS' COMP/EL) WHERE AND T	ERE PI	ERMI	SSIBLE BY LAW. CERTIFIC	CATE H	IOLDER IS NA	AMED AS AN	ADDITIONAL INSURED (EXC	EPT
	0 1111		ENT REQUIRED BT WRIT	I LIV CV	JNTRACT.			
CERTIFICATE HOLDER 3405894			Т	CANC	ELLATION			
CITY OF MILWAUKIE				SHOU	ULD ANY OF T	HE ABOVE DI	ESCRIBED POLICIES BE CANCE	LED BEFORE
10722 SOUTHEAST MAIN ST	REET	Γ	ж.	THE	EXPIRATION	DATE THE	REOF, NOTICE WILL BE D	ELIVERED IN
MILWAUKIE OR 97222								
				AUTHOR			- 1	
						\bigcirc	->Kelly	
		- 14 14.			@ 400			(héa na
ACORD 25 (2016/03)	Th	e AC	ORD name and logo are	regis			ORD CORPORATION. All rig	ints reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/4/2010

			ICATE OF LIA				1/1/2020		4/2018
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	TIVEL	ANCE	R NEGATIVELY AMEND, E DOES NOT CONSTITU	EXTEND OR	AL1	ER THE CO	VERAGE AFFORDED		DER. THIS
IMPORTANT: If the certificate holde If SUBROGATION IS WAIVED, subje this certificate does not confer rights	t to t	he te	erms and conditions of the	he policy, cert	ain p	olicies may	NAL INSURED provisio require an endorseme	ns or be nt. A st	e endorsed. atement on
PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, S				CONTACT NAME: PHONE (A/C, No, Ext):			FAX (A/C, No)		
HOUSTON TX 77042 866-260-3538				E-MAIL ADDRESS:					
000 200 5550					IN	SURER(S) AFFO	RDING COVERAGE		NAIC #
							nsurance Company		22667
1300299 WASTE MANAGEMENT HC RELATED & SUBSIDIARY (LDIN	IGS,	INC. & ALL AFFILIATEI						43575
WASTE MANAGEMENT OF			25 INCLUDING:	INSURER D :		ile Underwr	riters Insurance Compa	any	20702
7227 NORTHEAST 55TH AV	ENUE	Ξ		INSURER E :					-
PORTLAND OR 97218				INSURER F :					
			E NUMBER: 1118965				REVISION NUMBER:	XX	XXXXX
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY F CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PER	REME FAIN.	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY CONT	RACT	OR OTHER	DOCUMENT WITH RESPE	CT TO V	VHICH THIS
INSR TYPE OF INSURANCE	ADDL	SUBR				POLICY EXP (MM/DD/YYYY)		TS	
A X COMMERCIAL GENERAL LIABILITY	Y	Y	HDO G71212993	1/1/201		1/1/2020	EACH OCCURRENCE DAMAGE TO RENTED	\$ 5,00	
X XCU INCLUDED							PREMISES (Ea occurrence) MED EXP (Any one person)	1	XXXXX
X ISO FORM CG00010413							PERSONAL & ADV INJURY	\$ 5,00	
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 6,00	0,000
POLICY X PRO- X LOC							PRODUCTS - COMP/OP AGG	\$ 6,00	0,000
A AUTOMOBILE LIABILITY	Y	Y	MMT H2527863A	1/1/201	0	1/1/2020	COMBINED SINGLE LIMIT	\$	
	Y	Y	MINIT H232/803A	1/1/201	9	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person)	\$ 1,00 \$ VV	
X OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)		XXXXX XXXXX
X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)		XXXXX
X MCS-90		-						\$ XXX	XXXXX
A X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS MADE	Y	Y	XOO G27929242 004	1/1/201	9	1/1/2020	EACH OCCURRENCE	1	00,000
CLAIMS-MADE							AGGREGATE		00,000
WORKERS COMPENSATION		Y	WI D C(542584((AOS)	1/1/201/		1/1/2020	X PER OTH- STATUTE ER	\$ XX2	XXXXX
A ANY PROPERTORIES ENDINE Y/N	N/A		WLR C65435846 (AOS) WLR C65435809 (CA & M)	1/1/2020 1/1/2020	A STATUTE ER	\$ 3.00	0.000
C ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	N/A		SCF C65435883 (ŴI)	1/1/2019	1	1/1/2020	E.L. DISEASE - EA EMPLOYEE		-,
DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	-	0,000
A EXCESS AUTO LIABILITY	Y	N	XSA H25278598	1/1/2019)	1/1/2020	COMBINED SINGLE LIN \$9,000,000 (EACH ACCIDENT)	MIT	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC ELANKET WAIVER OF SUBROGATION IS (EQUIRED BY WRITTEN CONTRACT WHI OR WORKERS' COMP/EL) WHERE AND T	GRAN RE PI	TED I Ermi	N FAVOR OF CERTIFICATI	E HOLDER ON CATE HOLDER	ALL I	POLICIES WE	FRE AND TO THE EXTE	NT (EXCEP	Т
CERTIFICATE HOLDER				CANCELLAT	ON				
11189653 CITY OF MILWAUKIE 10722 SE MAIN STREET MILWAUKIE OR 97222				THE EXPIRA	TION	DATE THE	ESCRIBED POLICIES BE C, REOF, NOTICE WILL E Y PROVISIONS.		
				AUTHORIZED REP	RESEN		->Kelly	_	
				(D 198	38-2015 ACC	ORD CORPORATION.	All right	s reserved.

ACORD CER	TIFIC	ATE OF LIA	BIL	ITY IN	ISURA	NCE	DATE 2/9/20	(MM/DD/YYYY)
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	IVELY O	R NEGATIVELY AMEND, DOES NOT CONSTITU	, EXTE	ND OR ALT	ER THE CO	VERAGE AFFORDED	TE HO	LDER. THIS
IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endo	, certain _l	policies may require an e						
PRODUCER	semenda	·	CONTA	ст Joanne	Abolo			
KPD Insurance, Inc.			PHONE			FAX	541 7/	1-1674
PO Box 784			E MAAII		2kpdinsurar		:541-74	1-10/4
Springfield OR 97477			ADDRE	3	The state of the second s	RDING COVERAGE		NAIC #
			INSUDE	CARLES ALONG THE ADDRESS OF THE	acific Insura			23892
INSURED	KISE01C	1	INSURE					23032
Kiser Enterprises, Inc	RISLUIC		INSURE					
dba: Wichita Sanitary Service			INSURE	57-05-44				
PO Box 338 Gladstone OR 97027			INSURE	an act				
Gladstone OR 97027			INSURE	25-2-2 IV				
COVERAGES CEI	RTIFICAT	E NUMBER: 2091910527	and the second se			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	s of Insu Equireme Pertain,	RANCE LISTED BELOW HAY NT, TERM OR CONDITION THE INSURANCE AFFORD	VE BEE OF AN ED BY	Y CONTRACT	OR OTHER	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TO	WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER		POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMI	тѕ	
A GENERAL LIABILITY	INGIN WYD	C10164902		12/1/2014	12/1/2015	EACH OCCURRENCE	\$1.000.	000
X COMMERCIAL GENERAL LIABILITY					10000000000000000000000000000000000000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,00	
CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$5,000	
						PERSONAL & ADV INJURY	\$1,000,	000
						GENERAL AGGREGATE	\$2,000,	
GEN'L AGGREGATE LIMIT APPLIES PER:					() () () () () () () () () ()	PRODUCTS - COMP/OP AGG	\$2,000,	
X POLICY PRO- JECT LOC							\$	000
A AUTOMOBILE LIABILITY	++	C10164902		12/1/2014	12/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,	000
X ANY AUTO						BODILY INJURY (Per person)	\$	000
ALL OWNED SCHEDULED						BODILY INJURY (Per accident)	\$	
AUTOS AUTOS HIRED AUTOS AUTOS						PROPERTY DAMAGE (Per accident)	\$DED 5	00
Autos						Pollution \$1000 Ded	\$100,00	00
X UMBRELLA LIAB X OCCUR		C10164902		12/1/2014	12/1/2015	EACH OCCURRENCE	\$1,000,	000
EXCESS LIAB CLAIMS-MADE					3227 BUYUUYU 401	AGGREGATE	\$1,000,	
DED RETENTION \$						NOONEO/NE	\$	
WORKERS COMPENSATION						WC STATU- TORY LIMITS ER	Ť	
AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE	next and					E.L. EACH ACCIDENT	\$	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		20			E.L. DISEASE - EA EMPLOYEE		
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT		
		*****	-					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (Attach	ACORD 101, Additional Remarks S	Schedule,	if more space is	required)			
RE: All Operations. City of Milwaukie is	Addition	al Insured per attached						
rom CG2012 (07/98).		1						
CERTIFICATE HOLDER			CANC	ELLATION				
and a set of the set o			~~~~~~					
						ESCRIBED POLICIES BE C		
City of Milwaukie						EREOF, NOTICE WILL	BE DEL	IVERED IN
Finance Director/ Mrs. Cas	sey Camo	ors, CPA	100					
10722 SE Main St	1999 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -		AUTHOR	IZED REPRESE	NTATIVE			
Milwaukie OR 97222			0.	Sim	overster til T			
			Ym.	10 1				
			1	@ 10	00 2040 400	ORD CORPORATION.	All sink	

ACORD 25 (2010/05)

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

State Or Political Subdivision:

Blanket states or political subdivisions

(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:

- 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".

	ć											
A		JKD	CER	TIF	FIC	ATE OF LIA	BIL	ITY IN	ISUR	ANCE		E (MM/DD/YYYY) 2/2015
	CER BELO	TIFICATE DOES OW. THIS CERT	NOT AFFIRMAT	IVEI	ANCE	OF INFORMATION ONL' R NEGATIVELY AMEND, DOES NOT CONSTITU CERTIFICATE HOLDER.	EXTE	ND OR AL	TER THE CO	VERAGE AFFORDED	ATE HO	DLDER. THIS
t	he to	DRTANT: If the co erms and condition ficate holder in lie	ons of the policy	, cer	tain	DITIONAL INSURED, the policies may require an e	policy ndorse	(ies) must b ement. A sta	e endorsed. atement on t	If SUBROGATION IS V his certificate does not	VAIVED), subject to rights to the
	DUC					<u>/-</u>	CONTA					
KE	II:	Insurance In	nc				PHONE (A/C. N)692-1520	FAX (A/C No)	. (503) 6	592-1299
		Box 888					E-MAIL ADDRE					
		0 S.W. Boone						IN	SURER(S) AFFO	RDING COVERAGE		NAIC #
		atin	OR 97	062	2		INSURE	RA:Pione	er Speci	alty Insurance		
	URED			-			INSURE	ER B :				
		kamas Garbag SE Roots Ro		II.	nc		INSURE	RC:				
01	23	SE ROOLS RO	Jau				INSURE					
мі	lwa	aukie	OR 97	267	,		INSURE					
		RAGES				ENUMBER:2014	INSURE	RF:		REVISION NUMBER:		1
Т	HIS	IS TO CERTIFY TH	AT THE POLICIES	OF	INSU	RANCE LISTED BELOW HA	VE BEE	EN ISSUED T	O THE INSUR	ED NAMED ABOVE FOR	THE PC	LICY PERIOD
1 11	VDIC	ATED. NOTWITHS	TANDING ANY RE	EQUI	REME	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN	Y CONTRAC	T OR OTHER	DOCUMENT WITH RESP	FOT TO	WHICH THIS
E	XCL	USIONS AND CONE	DITIONS OF SUCH	POL	ICIES	. LIMITS SHOWN MAY HAVE	BEEN	REDUCED B	Y PAID CLAIM	S.	IU ALL	THE TERMS,
LTR	-	TYPE OF INSU	JRANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	rs	
		NERAL LIABILITY								EACH OCCURRENCE	\$	1,000,000
	X									DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
A		CLAIMS-MADE	X OCCUR	X		CPP1058737		6/17/2014	6/17/2015	MED EXP (Any one person)	\$	5,000
	-									PERSONAL & ADV INJURY	\$	1,000,000
	GEI	J N'L AGGREGATE LIMIT								GENERAL AGGREGATE	\$	2,000,000
	X									PRODUCTS - COMP/OP AGG	\$ \$	2,000,000
		TOMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
A	х	ANY AUTO	_						1	BODILY INJURY (Per person)	\$	1,000,000
		ALL OWNED AUTOS	SCHEDULED AUTOS	x		CPP1055789		6/17/2014	6/17/2015	BODILY INJURY (Per accident)	\$	
		HIRED AUTOS	AUTOS							PROPERTY DAMAGE (Per accident)	\$	
										Uninsured motorist combined	\$	
A	X	UMBRELLA LIAB	X OCCUR			UMB1057777		4/21/2015	6/17/2015	EACH OCCURRENCE	\$	1,000,000
		DED RETENTI	CLAIMS-MADE			ULBIUS////		1/21/2015	0/1//2015	AGGREGATE	\$	1,000,000
		RKERS COMPENSATIO	N							WC STATU- OTH-	\$	
	ANY	D EMPLOYERS' LIABILI / PROPRIETOR/PARTNE	R/EXECUTIVE							E.L. EACH ACCIDENT	\$	
	(Ma	ICER/MEMBER EXCLUE indatory in NH)	DED?	N/A						E.L. DISEASE - EA EMPLOYEE		
	DES	es, describe under SCRIPTION OF OPERAT	TIONS below							E.L. DISEASE - POLICY LIMIT	\$	
			1 m - 1									
DES	RIPT			IES /	Attach	ACORD 101, Additional Remarks	Cohodul	. 16	la se sulas di			
THI	C C	ITY OF MILWAU	JKIE IS ADDE	D A	S A	DDITIONAL INSURED	PER A	e, if more space	FORM			
CE	RTIF	ICATE HOLDER					CANC	ELLATION				
							SHOI			ESCRIBED POLICIES BE C	ANCELL	ED REFORE
							THE	EXPIRATION	DATE THE	REOF, NOTICE WILL E		
		CITY OF MIL					ACCO	URDANCE WI	TH THE POLIC	Y PROVISIONS.		
		10722 SE MAI					AUTHOR	ZED REPRESE	NTATIVE			
	p	MILWAUKIE, (JR 91222						a a canada a ser ana an Tali			
						, in the second s	David	Kilhefn	er/CMD	Dance &	LOG	-

© 1988-2010 ACORD CORPORATION. All rights reserved.

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:

 "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.

<u>Certificates of insurance may be viewed as a summarized reflection of an insurance policy and are only informational</u> 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

Top

Click here to return to the Certificates menu

Copyright © 2011 by the Independent Insurance Agents & Brokers of America, Inc. All rights reserved.

Privacy Policy Terms of Use

TO	DIE	÷	001
Y L	UĽ.	1 -	00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/28/2015

THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER,	SUR	ANCE	E DOES NOT CONSTITU					IFICATE HO	
IMPORTANT: If the certificate holde the terms and conditions of the polic certificate holder in lieu of such endo	r is a v. ce	n AD	DITIONAL INSURED, the	o nolic	vice) must h		K OUDDOO LEIGH		
PRODUCER			<i>r</i>		ACT				
KBI Insurance Inc				PHON	10) 692-152	0 FA	X (C, No): (503) 6	
P.O. Box 888 18660 S.W. Boones Ferry Rd.				E-MAI ADDR	L		(A/	C, No): (303) C	
Tualatin OR 97	062					the second	ORDING COVERAGE		NAIC #
INSURED	002		·····	INSUF	RERA:Pionee	er Specia	lty Insurance	Company	
Clackamas Garbage Company, I	nc			Concernance of the	RER B :				
8123 SE Roots Road					RER C :				
Milwaukie OR 97	267			INSUR					
COVERAGES CER	RTIFI	CATI	ENUMBER:2015				REVISION NUMBE		
THIS IS TO CERTIFY THAT THE POLICIES	SOF	INSU	RANCE LISTED BELOW HA	VE BE	EN ISSUED TO	THE INSUR			
INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH INSR	PERT	CIES.	THE INSURANCE AFFORE LIMITS SHOWN MAY HAVE		THE POLICIE REDUCED BY	OR OTHER	DOCUMENT WITH RE		
LTR TYPE OF INSURANCE		SUBR WVD			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	
A CLAIMS-MADE X OCCUR							EACH OCCURRENCE DAMAGE TO RENTED	\$	1,000,000
	x		CPP1058737		6/17/2015	6/17/2016	PREMISES (Ea occurrence		100,000
					0/1//2015	0/1//2016	MED EXP (Any one perso		5,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJUF GENERAL AGGREGATE		1,000,000
X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP	\$ AGG \$	2,000,000
OTHER:	-						TROBBETS - COMPTOP I	\$	2,000,000
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMI (Ea accident)		1,000,000
A ANY AUTO ALL OWNED SCHEDULED							BODILY INJURY (Per pers	son) \$	
AUTOS AUTOS AUTOS AUTOS	x		CPP1055789		6/17/2015	6/17/2016	BODILY INJURY (Per acci PROPERTY DAMAGE	dent) \$	
							(Per accident) Uninsured motorist combin		1,000,000
X UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	1,000,000
A EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	1,000,000
DED RETENTION \$			UMB1019022		6/17/2015	6/17/2016		\$	1,000,000
AND EMPLOYERS' LIABILITY							PER OT STATUTE ER	H-	
OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
(Mandatory in NH)							E.L. DISEASE - EA EMPLO	DYEE \$	
DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LI	MIT \$	
ESCRIPTION OF OPERATIONS (LOCATIONS (UTILING									
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICL THE CITY OF MILWAUKIE IS ADDE	ES (A)	AD	101, Additional Remarks Schedul DITIONAL INSURED	le, may b PER A	e attached if more	e space is requir 'ORM	ed)		
CERTIFICATE HOLDER				CANC	ELLATION				
CITY OF MILWAUKIE 10722 SE MAIN STREET MILWAUKIE, OR 97222				SHOU THE	JLD ANY OF TH EXPIRATION	DATE THE	SCRIBED POLICIES BI REOF, NOTICE WILL Y PROVISIONS.	E CANCELLE BE DELIV	D BEFORE /ERED IN
HILMAONIE, OK 97222				AUTHOR	ZED REPRESENT	ATIVE			
			E	David	Kilhefne	r/CMD	Daue	LOG	and the second se

CORE

© 1988-2014 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

COMMERCIAL GENERAL LIABILITY WN GL 52 01 09

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:

 "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.
- "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.

A	Ć	ORD		CE	R1	FIF	FIC	ATE OF LIA	BIL		ISURA		DATE (MM/DD/YYYY)
C B R	ERT ELC EPF	TIFICATE DOE DW. THIS CE RESENTATIVE	RT OR	NOT AFFIRI IFICATE OF R PRODUCEI	NATI INS R, Al	IVEL SURA ND T	Y OI NCE HE C	OF INFORMATION ONL R NEGATIVELY AMEND, DOES NOT CONSTITU CERTIFICATE HOLDER.	EXTE TE A	END OR ALT	ER THE CO BETWEEN	VERAGE AFFORDED THE ISSUING INSURE	TE HOI BY THE R(S), AU	DER. THIS POLICIES JTHORIZED
tł	ne te		litio	ons of the po	licy,	cer	tain p	ITIONAL INSURED, the province of the province						
PRO	DUCE	and the second			uora	seme	int(5	,	CONT NAME PHON	certifica	ates@riskpo	FAX		
700	NE	Multnomah S							A/C. N	lo, Ext):9/1-28			:503-32	7-8145
										IN ER A :EMC In		RDING COVERAGE		NAIC #
INSL	RED				C	CLA	CGA	R-01	INSUR		surance Co	npanies		
Cla	ckar	mas Garbage anagement, I	Co	o, Inc.		6			INSUR	ER C :			0.000 7949 20	A1700 - 14
812	3 SI	E Roots Rd							INSUR					
Milv	vaul	kie OR 97267	7						INSUR					
co	VER	AGES	1127	(CER	TIFI	CATE	E NUMBER: 1040597504	And the owner of the owner of the owner.			REVISION NUMBER:		
IN C	DIC	ATED. NOTWIT	THS BE IS	TANDING AN' SSUED OR M	Y RE		REME AIN,	RANCE LISTED BELOW HA NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN	IY CONTRACT THE POLICIE REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPE D HEREIN IS SUBJECT T	CT TO	WHICH THIS
INSR LTR		TYPE OF	INSU	JRANCE			SUBR WVD			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	тѕ	25-
A	GEN X	COMMERCIAL GE	ENEF	RAL LIABILITY		Y	Y	5X32031		6/17/2015	6/17/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000, \$100,00	
		CLAIMS-MA	DE	X OCCUR								MED EXP (Any one person)	\$5,000	
				A. 1926 (22)								PERSONAL & ADV INJURY	\$1,000,	000
												GENERAL AGGREGATE	\$2,000,	
	GEN X		IMIT . RO- ECT	APPLIES PER:								PRODUCTS - COMP/OP AGG	\$2,000,	000
Ą	_	OMOBILE LIABILI				Y	Y	5X32031		6/17/2015	6/17/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person)	\$1,000, \$	000
	^	ANY AUTO ALL OWNED	<u> </u>	SCHEDULED								BODILY INJURY (Per accident)	1.1.1.1	
	x	AUTOS HIRED AUTOS	x	AUTOS NON-OWNED AUTOS								PROPERTY DAMAGE (Per accident)	\$ \$	
4	х	UMBRELLA LIAB		X OCCUR		Y	Y	5X32031	- the second second	6/17/2015	6/17/2016	EACH OCCURRENCE	\$1,000,0	000
	-	EXCESS LIAB		CLAIMS-M	ADE							AGGREGATE	\$1,000,0	
				ON \$10,000									\$	
		RKERS COMPENS		TV	/N							WC STATU- OTH- TORY LIMITS ER		
	OFF	PROPRIETOR/PAR		R/EXECUTIVE		N/A						E.L. EACH ACCIDENT	\$	
	If ve	ndatory in NH) s, describe under		-								E.L. DISEASE - EA EMPLOYEE		
-	DES	CRIPTION OF OPE	RAI	IONS below			_					E.L. DISEASE - POLICY LIMIT	9	
Cert form	ifica atta		am	ed as Additi	ona	l Ins		ACORD 101, Additional Remarks S as respects the operation				ject to policy terms an	d condi	tions, per
CEF	RTIF	ICATE HOLD	ER						CANC	CELLATION				
		City of M 10722 S	lilw: E N	aukie ⁄lain Street		111 (111)			THE	EXPIRATION	N DATE THE	ESCRIBED POLICIES BE C EREOF, NOTICE WILL Y PROVISIONS.		
				DR 97222					аитно ССМ	rized represe y R.1-pag	NTATIVE			

© 1988-2010 ACORD CORPORATION. All rights reserved.

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.

SCHEDU	JLE
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

 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
- Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- 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.
- 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 "productscompleted 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.

 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.
- I. Any Co-owner of Insured Premises, but only with respect to their liability as coowner 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.
- 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 INSUREDS - 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:

- 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 nonrenewal. 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.

	-	
	-	R
A	CO	RD
	~	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MWDD/YYYY) 3/16/2016

CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMENI BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITU REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	LY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS D, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES JTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the terms and conditions of the policy, certain policies may require an certificate holder in lieu of such endorsement(s).	e policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to endorsement. A statement on this certificate does not confer rights to the
PRODUCER	CONTACT NAME:
KBI Insurance Inc	PHONE (503) 692-1520 FAX (A/C, No): (503) 692-1299
P.O. Box 888	E-MAIL ADDRESS:
18660 S.W. Boones Ferry Rd.	INSURER(S) AFFORDING COVERAGE NAIC #
Tualatin OR 97062	INSURER A Pioneer Specialty Insurance
INSURED	INSURER B :
Mel Deines Sanitary Service, Inc.	INSURER C :
P. O. Box 22265	INSURER D :
07000	INSURER E :
Milwaukie OR 97222	
COVERAGES CERTIFICATE NUMBER:2016	REVISION NUMBER: AVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION	N OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS DED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
INSR TYPE OF INSURANCE INSR WVD POLICY NUMBER	POLICY EFF POLICY EXP (MM/DDYYYYY) (MM/DDYYYY) LIMITS
GENERAL LIABILITY	EACH OCCURRENCE \$ 1,000,000
X COMMERCIAL GENERAL LIABILITY	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
A CLAIMS-MADE X 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
GEN'L AGGREGATE LIMIT APPLIES PER:	PRODUCTS - COMP/OP AGG \$ 2,000,000
X POLICY PRO- JECT LOC	\$
AUTOMOBILE LIABILITY	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A ANY AUTO X ALL OWNED SCHEDULED X CPP 1052876 04	4/1/2016 4/1/2017 BODILY INJURY (Per person) \$
AUTOS AUTOS X	4/1/2016 4/1/2017 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
X HIRED AUTOS X NON-OWNED AUTOS	(Per accident)
X UMBRELLA LIAB X OCCUR	PIP-Dasic
	4/1/2016 4/1/2017 AGGREGATE \$ 1,000,000
A DED RETENTION \$	\$
WORKERS COMPENSATION	WC STATU- TORY LIMITS ER
AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE	E.L. EACH ACCIDENT \$
OFFICER/MEMBER EXCLUDED?	E.L. DISEASE - EA EMPLOYEE \$
If yes, describe under DESCRIPTION OF OPERATIONS below	E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remark THE CITY OF MILWAUKIE IS LISTED AS AN ADDITIONAL INS	s Schedule, if more space is required) SURED PER FORMS WN GL 49 07 15 & WN CA 27 11 12
CERTIFICATE HOLDER	CANCELLATION
(503) 652-4433 CITY OF MILWAUKIE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
MILWAUKIE CITY HALL	AUTHORIZED REPRESENTATIVE
ATTN: JOANN HERRIGEL	
10722 SE MAIN ST. MILWAUKIE, OR 97222	
	David Kilhefner/LMD Qaue Kolf

© 1988-2010 ACORD CORPORATION. All rights reserved.

COMMERCIAL GENERAL LIABILITY WN GL 49 07 15

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
 - 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:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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:

- "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.

R

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 Employees as Insureds Subsidiaries in Which You Own 50% or More 	2 2 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 Loss of Earnings up to \$500/Day	2 2
Transportation Expense Limits – Amended	3
Unintentional Failure to Disclose Hazards	5

ź

000038 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.

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

- 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;
- 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:

- 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:
 - 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

Includes copyrighted material of Insurance Services Office, with its permission

000038 191/437

13

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:

 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:

 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:
 - 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".

26

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

							1/1/2020	2/4/2018	
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	TIVEI ISUR	ANCE	R NEGATIVELY AMEND	EXTE	IND OR ALT	FR THE CO	UPON THE CERTIFICATE H	OLDER. THIS	
IMPORTANT: If the certificate holde	r is a	n ADI	DITIONAL INSURED, the	policy	(ies) must ha	ave ADDITIO	NAL INSURED provisions or	be endorsed.	
If SUBROGATION IS WAIVED, subject this certificate does not confer rights	to th	the te e cer	erms and conditions of the till the til	he poli uch er	icy, certain p idorsement(s	olicies may	require an endorsement. A	statement on	
PRODUCER LOCKTON COMPANIES					ACT				
3657 BRIARPARK DRIVE, S HOUSTON TX 77042	UITE	700		PHONI (A/C, N	E lo. Ext):		FAX (A/C, No):		
866-260-3538				É-MAIL	ESS:				
				INSURER(S) AFFORDING COVERAGE NAIO					
							nsurance Company	22667	
WASTE MANAGEMENT HC	1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATE RELATED & SUBSIDIARY COMPANIES INCLUDING:						ce Co of North America riters Insurance Company	43575	
WASTE MANAGEMENT OF	GON	Lo intel o Dinto.	INSUR			increasing company	20702		
7227 NORTHEAST 55TH AV PORTLAND OR 97218	Ξ		INSURI						
			INSUR	ER F :					
			ENUMBER: 3405894				REVISION NUMBER: X	XXXXXX	
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY F	REQUI	REME	NT. TERM OR CONDITION	OF AN	Y CONTRACT	OR OTHER	DOCUMENT WITH DESDECT T		
CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PER	FAIN.	THE INSURANCE AFFORD	FD BY	THE POLICIE	S DESCRIBE	D HEPEIN IS SUBJECT TO AL	L THE TERMS,	
INSR LTR TYPE OF INSURANCE	ADDI	SUBR		DELIG		POLICY EXP (MM/DD/YYYY)			
A X COMMERCIAL GENERAL LIABILITY	Y	Y	HDO G71212993		1/1/2019	1/1/2020		,000,000	
CLAIMS-MADE X OCCUR			and the second second second second second			1/1/2020	DAMAGE TO RENTED	,000,000	
X XCU INCLUDED							MED EXP (Any one person) \$ X	XXXXXX	
X ISO FORM CG00010413								,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- X LOC								000,000	
OTHER:							PRODUCTS - COMP/OP AGG \$ 6.	000,000	
A AUTOMOBILE LIABILITY	Y	Y	MMT H2527863A		1/1/2019	1/1/2020	COMBINED SINCLE LIMIT	000,000	
								XXXXXX	
X OWNED AUTOS ONLY X HIRED X NON-OWNED							BODILY INJURY (Per accident) \$ X	XXXXXX	
AUTOS ONLY AUTOS ONLY								XXXXXX	
A X UMBRELLA LIAB X OCCUR	Y	Y	XOO G27929242 004		1/1/2010	1/1/2020		XXXXXX	
EXCESS LIAB CLAIMS-MADE	-	I	XOO 027929242 004		1/1/2019	1/1/2020		5,000,000 5,000,000	
DED RETENTION \$								XXXXXXX	
B AND EMPLOYERS' LIABILITY Y / N		Y	WLR C65435846 (AOS)		1/1/2019	1/1/2020	X PER OTH- STATUTE ER		
A ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A		WLR C65435809 (CA & M SCF C65435883 (WI)	IA)	1/1/2019 1/1/2019	1/1/2020 1/1/2020	E.L. EACH ACCIDENT \$ 3,	000,000	
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE \$ 3,		
DESCRIPTION OF OPERATIONS below A EXCESS AUTO	Y	Y	XSA H25278598		1/1/2019	1/1/2020	E.L. DISEASE - POLICY LIMIT \$ 3, COMBINED SINGLE LIMIT	000,000	
LIABILITY					1/1/2019	1/1/2020	\$9,000,000 (EACH ACCIDENT)		
-									
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC BLANKET WAIVER OF SUBROGATION IS (LES (A	CORD	101, Additional Remarks Schedule	e, may be	attached if more	space is require			
REQUIRED BY WRITTEN CONTRACT WHE	ERE PI	ERMI	SSIBLE BY LAW. CERTIFIC	CATE H	IOLDER IS NA	AMED AS AN	ADDITIONAL INSURED (EXC	EPT	
FOR WORKERS' COMP/EL) WHERE AND T	UTH	EAI	ENT REQUIRED BY WRIT	TEN CO	JNTRACT.				
CERTIFICATE HOLDER				CANC	ELLATION				
3405894 CITY OF MILWAUKIE				SHOL	ULD ANY OF T		ESCRIBED POLICIES BE CANCE		
10722 SOUTHEAST MAIN STI	REET	7	×	THE	EXPIRATION	DATE THE	REOF, NOTICE WILL BE DI	ELIVERED IN	
MILWAUKIE OR 97222				ACCO	JRDANCE WIT	H THE POLIC	Y PROVISIONS.		
			E. E. E.	AUTHOR					
							->Kelly		
ACORD 25 (2016/03)	Th	e AC	ORD name and logo are	regis			ORD CORPORATION. All rig	hts reserved.	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/4/2010

			ICATE OF LIA				1/1/2020		4/2018		
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	TIVEL	ANCE	R NEGATIVELY AMEND, E DOES NOT CONSTITU	EXTEND OR	AL1	ER THE CO	VERAGE AFFORDED		LDER. THIS		
IMPORTANT: If the certificate holde If SUBROGATION IS WAIVED, subje this certificate does not confer rights	t to t	he te	erms and conditions of the	he policy, cert	ain p	olicies may	NAL INSURED provisio require an endorsemer	nsorbe nt. Ast	e endorsed. atement on		
PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, S				CONTACT NAME: PHONE (A/C, No, Ext):			FAX (A/C, No)				
HOUSTON TX 77042 866-260-3538				E-MAIL ADDRESS:				•			
000 200 5550							INSURER(S) AFFORDING COVERAGE				
							nsurance Company		22667		
1300299 WASTE MANAGEMENT HC RELATED & SUBSIDIARY (LDIN	IGS,	INC. & ALL AFFILIATEI						43575		
WASTE MANAGEMENT OF			25 INCLUDING:	INSURER D :		ire Underwr	iters Insurance Compa	iny	20702		
7227 NORTHEAST 55TH AV	ENUE	Ξ		INSURER E :							
PORTLAND OR 97218				INSURER F :							
			E NUMBER: 1118965				REVISION NUMBER:	XX	XXXXX		
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY F CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PER	REME FAIN.	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY CONT ED BY THE PC	RACT	OR OTHER	DOCUMENT WITH RESPE	CT TO V	NHICH THIS		
INSR LTR TYPE OF INSURANCE	ADDL	SUBR				POLICY EXP (MM/DD/YYYY)	LIMI	TS			
A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	Y	HDO G71212993	1/1/201		1/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,00			
X XCU INCLUDED							MED EXP (Any one person)	1	XXXXX		
X ISO FORM CG00010413							PERSONAL & ADV INJURY	\$ 5,000,000			
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 6,00	0,000		
POLICY X PRO- X LOC							PRODUCTS - COMP/OP AGG	\$ 6,00	0,000		
A AUTOMOBILE LIABILITY	Y	Y	MMT H2527863A	1/1/201	0	1/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$	0.000		
X ANY AUTO		1	WIWIT 112327003A	1/1/201	2	1/1/2020	(Ea accident) BODILY INJURY (Per person)	\$ 1,00 \$ VV	XXXXX		
X OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)		XXXXX		
X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)		XXXXX		
X MCS-90								\$ XXX	XXXXX		
A X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS MADE	Y	Y	XOO G27929242 004	1/1/201	9	1/1/2020	EACH OCCURRENCE	1	00,000		
DED RETENTION \$							AGGREGATE		00,000		
WORKERS COMPENSATION		Y	WLR C65435846 (AOS)	1/1/2010		1/1/2020	X PER OTH- STATUTE ER	\$ XX	XXXXX		
A ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		WLR C65435809 (CA & M)	1/1/2020 1/1/2020	E.L. EACH ACCIDENT	\$ 3.00	0.000		
(Mandatory in NH)	11/4		SCF C65435883 (ŴI)	1/1/2019	,	1/1/2020	E.L. DISEASE - EA EMPLOYEE	\$ 3,00	0,000		
DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		0,000		
A EXCESS AUTO LIABILITY	Y	N	XSA H25278598	1/1/2019)	1/1/2020	COMBINED SINGLE LIN \$9,000,000 (EACH ACCIDENT)	ЛIТ			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC DESCRIPTION OF OPERATIONS / LOCATION IS (EQUIRED BY WRITTEN CONTRACT WHI OR WORKERS' COMP/EL) WHERE AND T	GRAN RE PI	TED I Ermi	N FAVOR OF CERTIFICATI	E HOLDER ON	ALL I	POLICIES WE	FREAND TO THE EXTE	NT (EXCEP	Т		
CERTIFICATE HOLDER				CANCELLAT	ON						
11189653 CITY OF MILWAUKIE 10722 SE MAIN STREET MILWAUKIE OR 97222				THE EXPIRA	TION	DATE THE	ESCRIBED POLICIES BE C/ REOF, NOTICE WILL E Y PROVISIONS.				
				AUTHORIZED REP	RESEN		->Kelly	-			
				(D 198	38-2015 ACC	ORD CORPORATION.	All right	s reserved.		

ACORD [®] C	ERT	IFICATE OF LIA	BILITY INS	URANC	E 1/1/2022		im/dd/yyyy) 4/2020
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A IMPORTANT: If the certificate holder	IVELY SURANC ND THE	OR NEGATIVELY AMEND, CE DOES NOT CONSTITU CERTIFICATE HOLDER.	EXTEND OR ALT TE A CONTRACT	ER THE CO BETWEEN 1	VERAGE AFFORDED THE ISSUING INSURER	BY THE S(S), AUT	POLICIES THORIZED
If SUBROGATION IS WAIVED, subject this certificate does not confer rights	to the	terms and conditions of th	ne policy, certain p	olicies may			
PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SU HOUSTON TX 77042	ЛТЕ 70	0	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL	,	FAX (A/C, No)		
866-260-3538			ADDRESS:	SURER(S) AFFO	RDING COVERAGE		NAIC #
INSURED WASTE MANAGEMENT HOI	DING	S. INC. & ALL AFFILIATEI			nsurance Company e Co of North Americ	a	22667 43575
1300299 RELATED & SUBSIDIARY C WASTE MANAGEMENT OF 7227 NORTHEAST 55TH AVE	OMPAN OREGO	VIES INCLUDING:	INSURER C : ACE Fi	re Underwr	iters Insurance Compa asualty Insurance Co	ny	20702 20699
PORTLAND OR 97218			INSURER F :				
COVERAGES ORPORT01 CEF		TE NUMBER: 3405894 SURANCE LISTED BELOW HAY			REVISION NUMBER:		XXXXX CY PERIOD
INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	Equirei Pertaii Policie	MENT, TERM OR CONDITION N, THE INSURANCE AFFORD ES. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER	DOCUMENT WITH RESPE	CT TO W	HICH THIS
	ADDL SU INSD W	VD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	1	
A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	Y HDO G71572985	1/1/2021	1/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,00 \$ 5,00	/
X XCU INCLUDED X ISO FORM CG00010413					MED EXP (Any one person) PERSONAL & ADV INJURY	\$ XXX \$ 5,00	XXXXX
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 5,00	
POLICY X PRO- JECT X LOC					PRODUCTS - COMP/OP AGG	\$ 6,00 \$	0,000
	Y	Y MMT H25308645	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,00	0,000
X ANY AUTO					BODILY INJURY (Per person) BODILY INJURY (Per accident		XXXXX
X AUTOS ONLY AUTOS X HIRED X AUTOS ONLY AUTOS X HIRED X AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$ XXX	XXXXX XXXXX
X MCS-90 D V UMBRELLA LIAB	N	N NOOCO7000040.00(1/1/2021	1/1/2022			XXXXX
D X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE		Y XOOG27929242 006	1/1/2021	1/1/2022	EACH OCCURRENCE AGGREGATE	\$ 15,0 \$ 15,0	,
DED RETENTION \$		V.			V PER OTH-	\$ XXX	XXXXX
B AND EMPLOYERS' LIABILITY A ANY PROPRIETOR/PARTNER/EXECUTIVE C OFFICER/MEMBER EXCLUDED?	N/A	Y WLR C6781180A (AOS) WLR C67811768 (AZ,CA SCF C67811847 (WI)	& MA) 1/1/2021 1/1/2021 1/1/2021	1/1/2022 1/1/2022 1/1/2022	X PER OTH- STATUTE ER E.L. EACH ACCIDENT	\$ 3,00	0,000
(Mandatory in NH)					E.L. DISEASE - EA EMPLOYE		
DÉSCRIPTION OF OPERATIONS below A EXCESS AUTO LIABILITY	Y	Y XSA H25308608	1/1/2021	1/1/2022	E.L. DISEASE - POLICY LIMIT COMBINED SINGLE LI \$9,000,000 (EACH ACCIDENT)	+	0,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC				<u> </u>			
BLANKET WAIVER OF SUBROGATIONS / VEHIC BLANKET WAIVER OF SUBROGATION IS (REQUIRED BY WRITTEN CONTRACT WHI FOR WORKERS' COMP/EL) WHERE AND T	GRANTE ERE PER	ED IN FAVOR OF CERTIFICAT MISSIBLE BY LAW. CERTIF	E HOLDER ON ALL ICATE HOLDER IS N	POLICIES W	HÉRE AND TO THE EXTI		Г
CERTIFICATE HOLDER			CANCELLATION				
3405894 CITY OF MILWAUKIE 10722 SOUTHEAST MAIN ST MILWAUKIE OR 97222	REET			N DATE TH	ESCRIBED POLICIES BE (EREOF, NOTICE WILL CY PROVISIONS.		
			AUTHORIZED REPRESE		->Kell	-	
			© 19	988-2015 AC	ORD CORPORATION.	All right	ts reserved.

ACORD [®] C	ERTII	FICATE OF LIA		URANC	E 1/1/2024	DATE (MM/DD/YYYY) 12/7/2022
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	IVELY O SURANCI ND THE (R NEGATIVELY AMEND, E DOES NOT CONSTITU CERTIFICATE HOLDER.	EXTEND OR ALT TE A CONTRACT	ER THE CO BETWEEN 1	VERAGE AFFORDED THE ISSUING INSUREF	BY THE POLICIES R(S), AUTHORIZED
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject this certificate does not confer rights t	to the te	erms and conditions of th	ne policy, certain p	olicies may		
PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SU	VITE 700		CONTACT NAME: PHONE (A/C, No, Ext):	,	FAX (A/C, No)	:
HOUSTON TX 77042 866-260-3538			E-MAIL ADDRESS:	SURER(S) AFFO	RDING COVERAGE	NAIC #
INSURED WASTE MANAGEMENT HOI	DINGS,	INC. & ALL AFFILIATEI			ee Co of North Americ urance Company	22667
RELATED & SUBSIDIARY CO WASTE MANAGEMENT OF (7227 NORTHEAST 55TH AVE	OMPANI DREGON	ES INCLUDING:	insurer c : ACE Fi	re Underwr	iters Insurance Compa asualty Insurance Compa	
PORTLAND OR 97218			INSURER F :			
COVERAGES ORPORT01 CER THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	of Insl Quirem Pertain,	ENT, TERM OR CONDITION THE INSURANCE AFFORD	VE BEEN ISSUED TO OF ANY CONTRACT ED BY THE POLICIE) THE INSURE OR OTHER I S DESCRIBEI	DOCUMENT WITH RESPE D HEREIN IS SUBJECT 1	ECT TO WHICH THIS
INSR LTR TYPE OF INSURANCE	ADDL SUB	R	POLICY EFF (MM/DD/YYYY)		LIM	ITS
B X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU INCLUDED X ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY POLICY X POLICY X LOC ACUTAL	Y Y	HDO G72955924	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 5,000,000 \$ 5,000,000 \$ XXXXXXX \$ 5,000,000 \$ 6,000,000 \$ 6,000,000 \$
OTHER: B AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY AUTOS X HIRED AUTOS ONLY X X MCS-90	Y Y	MMT H25575398	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ XXXXXXX
D X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE	Y Y	XEUG27929242 008	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE	\$ 15,000,000 \$ 15,000,000 \$ XXXXXXX
Image: DED Image: RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY B ANY PROPRIETOR/PARTNER/EXECUTIVE C OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WLR C70311094 (AOS) WLR C70311057 (AZ,CA SCF C70311136 (WI)	& MA) 1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	X PER STATUTE OTH- ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT	\$ 3,000,000 E \$ 3,000,000
B EXCESS AUTO LIABILITY	Y N	XSA H25575350	1/1/2023	1/1/2024	COMBINED SINGLE LI \$9,000,000 (EACH ACCIDENT)	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC BLANKET WAIVER OF SUBROGATION IS (WRITTEN CONTRACT WHERE PERMISSIB WORKERS' COMP/EL) WHERE AND TO TH	BRANTEE LE BY LA	O IN FAVOR OF CERTIFICAT W. CERTIFICATE HOLDER	E HOLDER ON ALL IS NAMED AS AN A	POLICIES W	HERE AND TO THE EXT	
CERTIFICATE HOLDER			CANCELLATION			
11189653 CITY OF MILWAUKIE 10722 SE MAIN STREET MILWAUKIE OR 97222			THE EXPIRATION ACCORDANCE WI	N DATE THI TH THE POLIC	DESCRIBED POLICIES BE (EREOF, NOTICE WILL CY PROVISIONS.	
WILWAUKIE OK 7/222			AUTHORIZED REPRESE	9		All rights reserved.

ACORD [®] C	ER	TIF	ICATE OF LIAE	BILI	TY INS	URANC		DATE (MM/DD/YYYY) 12/13/2023	
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A		Y OR NCE	NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTEN	ID OR ALT	ER THE CO	VERAGE AFFORDED BY	THE POLICIES	
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject this certificate does not confer rights t	to th	ne ter	ms and conditions of the	e polic	y, certain p	olicies may			
PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SU			-	CONTAC NAME: PHONE (A/C, No	ст (<i>.</i>	FAX (A/C, No):		
HOUSTON TX 77042 866-260-3538			-	ADDRESS:					
INSURED WASTE MANAGEMENT HOI	DIN	GS. I					ce Co of North America urance Company	43575 22667	
1300299 RELATED & SUBSIDIARY CO WASTE MANAGEMENT OF C 7227 NORTHEAST 55TH AVE	S INCLUDING:	INSURE	RD: ACE Pro		iters Insurance Company asualty Insurance Company	20702 20699			
PORTLAND OR 97218				INSURE					
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RI CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	g of I Equir Pert Polic	NSUF REMEI AIN, CIES.	NT, TERM OR CONDITION (THE INSURANCE AFFORDE	OF ANY	CONTRACT THE POLICIE EDUCED BY	O THE INSURE OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPECT D HEREIN IS SUBJECT TO A	TO WHICH THIS	
INSR LTR TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	Y	HDO G48902339		1/1/2024	1/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence) \$	5,000,000 5,000,000	
X XCU INCLUDED X ISO FORM CG00010413							PERSONAL & ADV INJURY \$	XXXXXXXX 5,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- JECT X LOC OTHER:								6,000,000 6,000,000	
B AUTOMOBILE LIABILITY X ANY AUTO	Y	Y	MMT H10822294		1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident)	1,000,000 XXXXXXX	
X OWNED AUTOS ONLY X HIRED AUTOS ONLY X AUTOS ONLY X AUTOS ONLY							BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	XXXXXXXX XXXXXXXX XXXXXXXX	
X MCS-90 D X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS MADE	Y	Y	XEU G27929242 009		1/1/2024	1/1/2025	EACH OCCURRENCE \$	15,000,000	
EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION		37					\$	15,000,000 XXXXXXX	
A AND EMPLOYERS' LIABILITY B ANY PROPRIETOR/PARTNER/EXECUTIVE C OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A	Y	WLR C55517010 (AOS) WLR C55516881 (AZ,CA & SCF C55517083 (WI)	& MA)	1/1/2024 1/1/2024 1/1/2024	1/1/2025 1/1/2025 1/1/2025	X STATUTE ER	3,000,000	
If yes, describe under DESCRIPTION OF OPERATIONS below B EXCESS AUTO LIABILITY	Y	Y	XSA H10822233		1/1/2024	1/1/2025	E.L. DISEASE - POLICY LIMIT \$ COMBINED SINGLE LIMIT \$9,000,000	3,000,000	
							(EACH ACCIDENT)		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC BLANKET WAIVER OF SUBROGATION IS (WRITTEN CONTRACT WHERE PERMISSIB WORKERS' COMP/EMPLOYER'S LIABILIT'	GRAN LE BY	TED Y LAV	IN FAVOR OF CERTIFICATI V. CERTIFICATE HOLDER I	E HOLI IS NAM	DER ON ALL IED AS AN A	POLICIES W	HERE AND TO THE EXTENT INSURED ON ALL POLICIES		
CERTIFICATE HOLDER			I	CANC	ELLATION				
3405894 CITY OF MILWAUKIE	777			THE	EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE CAN EREOF, NOTICE WILL BE CY PROVISIONS.		
10722 SOUTHEAST MAIN STREE MILWAUKIE OR 97222	1			AUTHO					
					© 19	988-2015 AC	ORD CORPORATION. AI	rights reserved.	

ACORD [®] C	ER	TIF	ICATE OF LIA	BILIT		URANC	E 1/1/2025 DATE (MM/DD/YY) 12/13/2023	
CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	IVEL SURA	Y OR NCE HE CI	NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER.	EXTEND E A CO	OR ALT	ER THE CO BETWEEN T	UPON THE CERTIFICATE HOLDER. TH VERAGE AFFORDED BY THE POLICI THE ISSUING INSURER(S), AUTHORIZ	ies Ed
	t to th	ne ter	rms and conditions of the	e policy,	certain p	olicies may	NAL INSURED provisions or be endors require an endorsement. A statement	
PRODUCER LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SI HOUSTON TX 77042	JITE	700	-	CONTACT NAME: PHONE (A/C, No, E	xt):		FAX (A/C, No):	
866-260-3538			=	É-MAIL ADDRESS:			RDING COVERAGE NAIC	
INSURED 1300299 WASTE MANAGEMENT HO RELATED & SUBSIDIARY C	LDIN	GS, I ANIF	NC. & ALL AFFILIATED	INSURER E	B: ACE A1	nerican Ins	urance Company 220	575 667 702
WASTE MANAGEMENT OF 7227 NORTHEAST 55TH AVI PORTLAND OR 97218	OREC	GON			: ACE Pro		1 1	699
				INSURER F	:			
			NUMBER: 11189653				REVISION NUMBER: XXXXXXX	
INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCF	EQUIF PERT I POLIO	REMEI AIN, CIES.	NT, TERM OR CONDITION (THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE F	OF ANY (ED BY TH BEEN REI	CONTRACT	OR OTHER I S DESCRIBEI PAID CLAIMS	ED NAMED ABOVE FOR THE POLICY PERI DOCUMENT WITH RESPECT TO WHICH T D HEREIN IS SUBJECT TO ALL THE TERI	HIS
INSR LTR TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER	F (M	OLICY EFF M/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X XCU INCLUDED X ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- X LOC	Y	Y	HDO G48902339	1,	/1/2024	1/1/2025	EACH OCCURRENCE\$ 5,000,000DAMAGE TO RENTED PREMISES (Ea occurrence)\$ 5,000,000MED EXP (Any one person)\$ XXXXXXXPERSONAL & ADV INJURY\$ 5,000,000GENERAL AGGREGATE\$ 6,000,000PRODUCTS - COMP/OP AGG\$ 6,000,000	X
OTHER: B AUTOMOBILE LIABILITY X ANY AUTO OWNED SCHEDULED AUTOS ONLY AUTOS X HIRED X HIRED ONLY X AUTOS ONLY	Y	Y	MMT H10822294	1,	/1/2024	1/1/2025	\$ COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE \$ XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	X
X MCS-90	N	N	XEU G27929242 009	1	11/2024	1/1/2025	\$ XXXXXXX	X
D X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADI	Y	Y	XEU G27929242 009	1,	/1/2024	1/1/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXX	
AND ERPENDENT ON AND EMPLOYERS' LIABILITY B ANY PROPRIETOR/PARTNER/EXECUTIVE C OFFICER/MEMBER EXCLUDE? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WLR C55517010 (AOS) WLR C55516881 (AZ,CA & SCF C55517083 (WI)	& MA) 1/	/1/2024 /1/2024 /1/2024	1/1/2025 1/1/2025 1/1/2025	X PER STATUTE 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	
B EXCESS AUTO LIABILITY	Y	N	XSA H10822233	1,	/1/2024	1/1/2025	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC BLANKET WAIVER OF SUBROGATION IS WRITTEN CONTRACT WHERE PERMISSI WORKERS' COMP/EMPLOYER'S LIABILIT	GRAN	TED Y LAV	IN FAVOR OF CERTIFICATI W. CERTIFICATE HOLDER I	E HOLDE IS NAME	R ON ALL D AS AN AI	POLICIES WI	HERE AND TO THE EXTENT REQUIRED I INSURED ON ALL POLICIES (EXCEPT FO	
CERTIFICATE HOLDER				CANCE	LLATION			
11189653 CITY OF MILWAUKIE 10722 SE MAIN STREET MILWAUKIE OR 97222				THE E ACCOF	EXPIRATION	N DATE THI TH THE POLIC	ESCRIBED POLICIES BE CANCELLED BEFC EREOF, NOTICE WILL BE DELIVERED CY PROVISIONS.	
MILWANKIE OK J7222								
					© 19	88-2015 AC	ORD CORPORATION. All rights rese	rved.