



WASTE CONNECTIONS
Connect with the Future

September 6th 2018

Honorable Mayor Russell Truitt
The City of Highland, Arkansas
1662 HWY 62/412
Highland, AR 72542

Mayor Truitt,

We hope this communication finds you and the great citizens of Highland well. February 1st 2018 marked the anniversary date of our contract and we are due a CPI-U (Consumer Pricing Index-Urban) increase. This allowance is in our contract on page 6 in section 10. **Rate Adjustment**. The current CPI-U is **2.9%**. The new price will go in affect October 1st 2018 for the billing at the end of the month. This should allow you time to make any notifications the city needs to get all parties informed along with all members of the Highland City Council.

Thank you again for continuing a great partnership and entrusting us to provide excellent solid waste removal services to all in the city of Highland. Please do not hesitate to contact me should you have any questions.

Respectfully Submitted,

Paul Shuttleworth
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A. Single-Family Residential and Commercial Hand Collect Unit Services. For the Services provided to Single-Family Residential Units and Commercial Hand Collect Units under Section 4.A. hereof, the Service Provider shall charge (i) \$14.00 per month for each Single-Family Residential Unit or Commercial Hand Collect Unit utilizing only Bags and Cans for the collection of its Municipal Solid Waste, or (ii)(A) \$16.00 per month for each Single-Family Residential Unit or Commercial Hand Collect Unit utilizing (1) Roll-Out (in addition to or in lieu of the aggregate of four (4) Bags and Cans) for the collection of its Municipal Solid Waste, plus (B) \$2.00 per month for each additional Roll-Out utilized by such Single-Family Residential Unit or Commercial Hand Collect Unit. These rates apply to all Single-Family Residential and Commercial Hand Collect Units that are located within the City's corporate limits and billed by the City for water and sewer services.

B. Commercial, Industrial and Multi-Family Residential Unit Services. For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5 hereof, the Service Provider will negotiate agreements with each Commercial, Industrial or Multi-Family Residential Unit on an individual basis regarding the Services to be provided. These services will be billed directly to such Commercial, Industrial or Multi-Family Residential Unit and collected by the Service Provider.

C. Roll-Off Services. The Service Provider will negotiate agreements with each Commercial, Industrial or Residential Unit on an individual basis regarding the Roll-Off Services to be provided. The Roll-Off Services will be billed directly to such Commercial, Industrial or Residential Unit and will be collected by the Service Provider. The Roll-Offs provided pursuant to this Section 9.C. must be located within the City in accordance with City ordinances and policies.

SECTION 10. RATE ADJUSTMENT.

A. CPI-U Adjustment. On each anniversary date of this Agreement, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the City, to increase or decrease the rates set forth in Section 9 hereof (the "Initial Rates") in accordance with the CPI-U. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the nearest available metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 10.A. The amount of the increase or decrease under this Section 10.A. shall be equal to the percentage that the CPI-U has increased or decreased over the previous twelve (12) month period. Any increase to the rates provided for under this Section 10.A., shall be limited to three percent (3%) for any Contract Year.

B. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this