

## **ELITE SANITATION SERVICES**

### **FEE SUMMARY**

This page provides disclosures and additional information to you regarding some of the most common charges and fees you may see in your contract and/or on your invoice. Some charges and fees may vary by type of service, and some may span across all services. Please refer to the information below to help you understand the charges and fees you may see on your invoice.

#### **Environmental Recovery Fee ("ERF")**

The ERF is a recurring fee that is a set percentage of all invoice charges (except taxes) for non-hazardous waste and recycling services. It is not a tax, surcharge, or fee mandated by or remitted to any governmental or regulatory agency. The ERF is intended to help the Company recover both direct and indirect costs associated with the operation of non-hazardous collection, transfer, landfill, recycling and landfill gas-to-energy services and facilities in an environmentally sustainable manner, and it includes an amount designed to achieve an acceptable operating margin. The current ERF is 18%. The Company monitors the costs that comprise the ERF and reserves the right to adjust the ERF at its discretion upon advanced notice, which notice may be in the form of an invoice message. The ERF may be combined with the FRF on your invoice.

#### **Environmental, Energy & Compliance fee ("EEC")**

The EEC is a recurring fee that is a fluctuating percentage of all invoice charges (except taxes) for Environmental Solution services. It is not a tax, surcharge, or fee mandated by or remitted to any governmental or regulatory agency. The EEC is a consolidated fee based on some direct and indirect costs of environmental operations that are necessary to maintain safety, compliance, and sustainability (including, but not limited to, permits, licenses, safety equipment, insurance, security, fuel/energy, and utilities). Some of these costs are uncontrollable and all fluctuate. The EEC may result in the recovery of all or more than these operational costs, and it includes an amount designed to achieve an acceptable operating margin. The Company monitors the costs that comprise the EEC and reserves the right to change its method of determining the EEC at its discretion upon advanced notice, which notice may be in the form of an invoice message.

#### **Fuel Recovery Fee ("FRF")**

The FRF is a recurring fee that is a fluctuating percentage of all invoice charges (except for ERF and taxes) for non-hazardous waste and recycling services. It is not a tax, surcharge, or fee mandated by or remitted to any governmental or regulatory agency. The FRF is intended to help the Company recover both direct and indirect fuel, petrochemical, electric, and compressed natural gas costs associated with the operation of its collection, transfer, landfill, and recycling services and facilities, and it includes an amount designed to achieve an acceptable operating margin. The Company monitors the costs that comprise the FRF and reserves the right to change its method of determining the FRF at its discretion upon advanced notice, which notice may be in the form of an invoice message. The FRF may be combined with the ERF on your invoice.

#### **Administrative Fee ("Admin Fee")**

The Admin Fee is a recurring fee. It is not a tax, surcharge, or fee mandated by or remitted to any governmental or regulatory agency. The Admin Fee is intended to help the Company recover costs associated with the administrative processes related to account maintenance, invoicing, and payment processing for all customers, and it includes an amount designed to achieve an acceptable operating margin. The Admin Fee is currently \$5.95 per invoice but is subject to change at the Company's discretion upon advanced notice, which notice may be in the form of an invoice message.

#### **Rate Increases**

Throughout the course of providing your service, the Company may increase your rates for service. Rate increases are necessitated over time to keep up with increasing costs of operations and to ensure the Company is maintaining an acceptable operating margin and/or an acceptable rate of return on its investment in the services provided. The Company reserves the right to determine in its sole discretion the amount of all rate increases. If your service is subject to a written contract (or other written agreement applicable to your service), your rate increase will comply with the limitations set forth in your contract, if any. You will receive advance notice of any rate increases, which notice may be in the form of an invoice message and/or change on your invoice (if billed in advance).

#### **Recycling Processing Charge ("RPC")**

The RPC is a recurring charge imposed on customers receiving recycling services. It is not a tax, surcharge, or fee mandated by or remitted to any governmental or regulatory agency. The RPC is intended to help the Company recover both direct and indirect costs associated with the processing of materials received at its recycling facilities nationwide and necessitated by high levels of contamination, strict specifications by purchasers of commodities, and highly fluctuating commodity values. The Company monitors the costs that comprise the RPC and reserves the right to change its method of determining the RPC at its discretion upon advance notice, which notice may be in the form of an invoice message.

#### **Container Delivery and Removal Fees**

The Company provides containers (in some cases for a rental charge) for your convenience with respect to the collection and on-site storage of your solid waste and recyclable materials while it is providing your service. In some cases, the containers are specifically designed to function with the Company's vehicles and associated equipment. Container delivery and removal fees are intended to offset the operational costs of sending a truck to deliver your container(s) at the start of your service and removing your container(s) when your service terminates, as well as costs related to cleaning, repairs, and refurbishment of the containers following your use. Container delivery and removal fees are subject to change at the Company's discretion. Unless separately stated on your written contract with the Company, you will be charged the Company's prevailing rate for container delivery or removal at the time your container is delivered or removed.

#### **Service Interruption Charge**

If you fail to pay your invoice on or before its due date, the Company reserves the right to suspend your service until you pay all outstanding invoices, as further outlined in your written contract with the Company. You may also be charged and be required to pay a service interruption fee. Service interruption fees are intended to mitigate some of the Company's loss of return on the container assets in your possession and for the interruption in its business and costs associated with stopping and restarting

service. Service interruption charges are set by the Company, up to any amount allowed under applicable law, and are subject to change at the Company's discretion.

#### **Late Payment Fee**

If you fail to pay your invoice on or before its due date, the Company reserves the right to charge you a late payment fee, as further outlined in your written contract with the Company. Late payment fees are intended to help the Company recover its costs incurred in managing customers' unpaid accounts. Late payment fees are set by the Company, up to any amount allowed under applicable law, and are subject to change at the Company's discretion.

#### **Profile Fee**

Fees will be charged for waste profile submissions. A Profile Submission Fee of \$125 will be charged for each initial profile submission, and a Profile Renewal Fee of \$40 will be charged for each profile renewal.

#### **Taxes**

Some services provided by the Company (including equipment rental) may be subject to state, local and/or franchise taxes or fees. If applicable, such state, local and/or franchise taxes or fees will be separately itemized on your invoice, collected by the Company and submitted to the appropriate taxing authority and/or franchise authority.