STATE OF ALASKA
DEPARTMENT OF
COMMERCE
COMMUNITY AND
ECONOMIC DEVELOPMENT

Mike Dunleavy, Governor
Julie Sande, Commissioner
Keith Kurber II, Chairman

Regulatory Commission of Alaska

November 29, 2022

In reply refer to: Tariff Section
File: TA2-761
LO #: L2200411

Brian T. Johnson
President
Delta Environmental Services, LLC
PO Box 1109
Delta Junction, AK 99737

Dear Mr. Johnson:

On October 7, 2022, Delta Industrial, Inc. d/b/a Delta Environmental Services, LLC (Delta Environmental), filed TA2-761 submitting an initial tariff.[1] On November 23, 2022, the Regulatory Commission of Alaska approved Tariff Sheet Nos. Title and 1 through 44, filed November 21, 2022, by Delta Environmental in TA2-761. The effective date of the tariff sheets is January 1, 2023.

Enclosed are validated copies of the approved tariff sheets. Please note that the certificate number has been added to the top left corner of each tariff sheet. In addition, the "of Page 44" has been removed from the top right corner of each tariff sheet. Finally, the tariff sheet number has been corrected to state "Sheet No."

BY DIRECTION OF THE COMMISSION

Sincerely,

REGULATORY COMMISSION OF ALASKA

Jerry Yarrington (Nov 29, 2022 14:20 AKST)
Jerry W. Yarrington Jr.
Advisory Section Manager

Enclosures

[1] TA2-761 was rejected on October 12, 2022, with Letter Order No. L2200349 for form and filing issues. Delta Environmental perfected the filing with a supplement on October 13, 2022, and the 45-day statutory notice period was restarted. The new statutory timeline is November 28, 2022.

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STATE OF ALASKA
REGULATORY COMMISSION OF ALASKA

TARIFF

FOR

DELTA INDUSTRIAL, INC.

dba DELTA ENVIRONMENTAL SERVICES, LLC

1229 RICHARDSON HIGHWAY

DELTA JUNCTION, AK 99737

(907) 895-5053

CustomerService@DeltaIndustrial.com

TARIFF NO. TA2-761

INCLUDING:

Definitions, Rules, Regulations, Rates and Charges

For

Providing Solid Waste Collection, Processing and Disposal

The Area of Delta Junction

Delta Industrial Services, Inc / Delta Environmental Services, LLC

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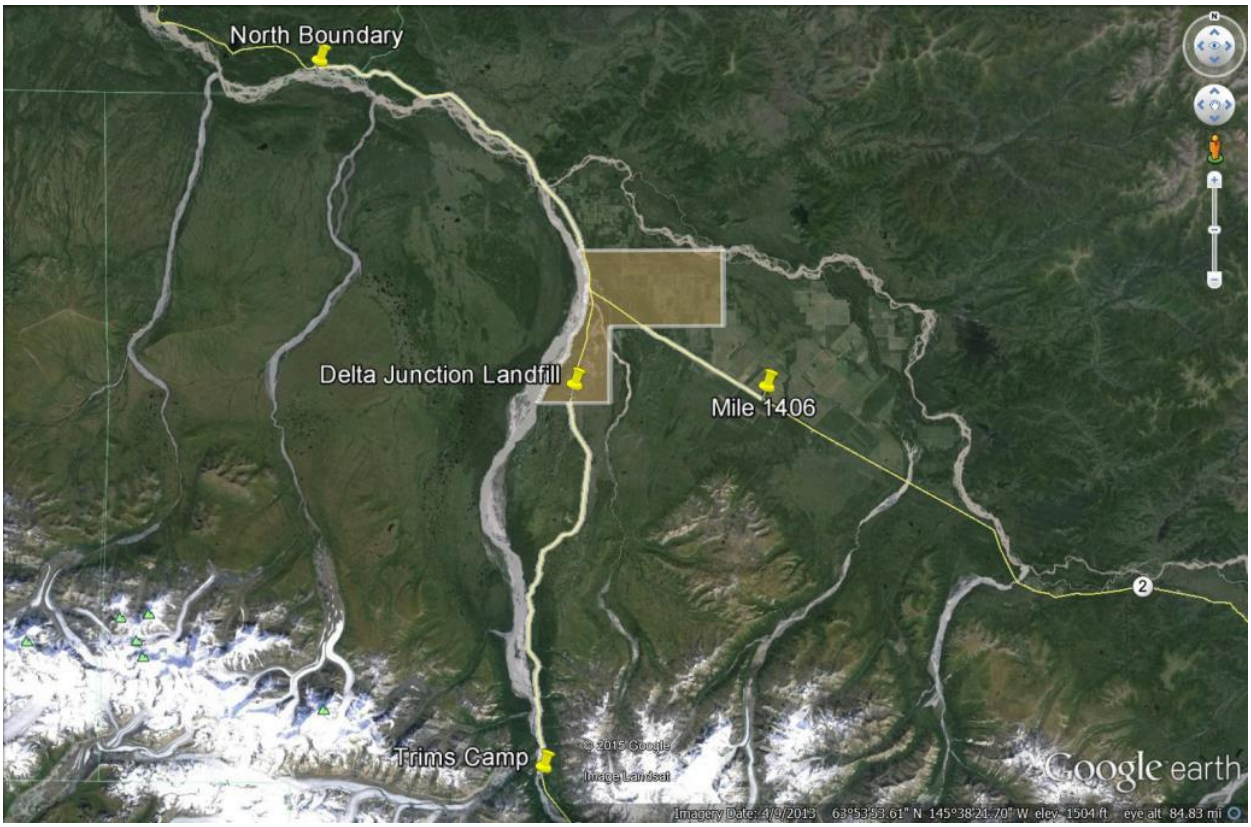
SERVICE AREA



DESCRIPTION OF SERVICE AREA

AREA 1: DELTA JUNCTION

T10S	R10E	SECTIONS:	ALL EAST OF THE DELTA RIVER
T10S	R11E	SECTIONS:	ALL
T10S	R12E	SECTIONS:	4-9,16-21, AND 28-33
T11S	R10E	SECTIONS:	ALL EAST OF THE DELTA RIVER

AREA 2: RICHARDSON HIGHWAY

300 Feet on either side of the centerline of the Richardson Highway from the southern boundary of T11S, R10E, South to Trims Camp located in Section 25, T16S, R10E.

All the above in reference to the Fairbanks Meridian

AREA 3: ALASKA HIGHWAY

300 Feet on either side of the centerline of the Alaska Highway from the western boundary of T7S, R7E, southerly to the south boundary of T11S, R12E,
excluding the areas previously described in Area 1 above.

All the above in reference to the Fairbanks Meridian

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NOV 21 2022
STATE OF ALASKA
REGULATORY COMMISSION OF ALASKA

PUBLIC INSPECTION OF TARIFF

PURSUANT TO AAC 48.250

A HARD COPY OF THIS TARIFF IS AVAILABLE
FOR REVIEW AT THE FOLLOWING LOCATION

Delta Industrial Services, Inc.

PO Box 1109
1229 Richardson Highway
Delta Junction, AK 99737

(907) 895-5053

Customer Service@DeltaIndustrial.com

Between the hours of 9:00 am and 4:00 pm
Monday through Friday.

SECTION 100 DEFINITIONS

"ADDITIONAL, OCCASIONAL, AND/OR UNSCHEDULED PICKUP"

When a customer of the Utility asks for and receives refuse service of the same nature as he is subscribing to and defined in the attached rates schedules, at other than the normal scheduled pickup or when a customer of the Utility requests and receives more than one (1) pickup per day; or nonscheduled pickup service during any overtime or holiday period. Such charges shall be in addition to any regular monthly charge.

"APPLICANT"

An individual, firm, corporation, partnership, institution, or association; whether public or private, applying for or requesting refuse service by the Utility.

"COMMERCIAL SERVICE"

Refuse service provided to firms, corporations, agencies, partnerships, associations and/or institutions, public or private, whose basic concern is the conduct of business, or fulfillment of a public responsibility, engaged in acts of commerce. Commercial service includes multifamily apartments where a landlord or apartment manager provides for the collection of refuse from the tenants, and the responsibility for payment to the utility resides with the owner or manager.

"COMMISSION"

The Regulatory Commission of Alaska.

"COMPACTED"

That refuse placed in a special container for intermediate storage that has been condensed from its natural state into refuse of a firm, solid, closely packed, compressed state, through the use of a special mechanical process involving a machine specifically designed to accomplish such a task, or through the systematic dismantling of boxes, crates or other refuse.

"CONSTRUCTION"

Any activity required by the Utility that in order to initiate, rearrange, delete, or otherwise provide or modify service or facilities provided to the general public.

"CPE"

Customer Provided Equipment

"CUSTOMER"

An individual, firm, corporation, partnership, institution, or association; whether public or private, receiving refuse service by the Utility.

SECTION 100 DEFINITIONS (CONT.)

"CURBSIDE SERVICE"
When in the act of refuse collection the Utility's vehicle crew is not required to carry a receptacle containing refuse a distance of more than five (5) feet from the drivable surface of the State Right-of-way. Except in the case where the speed limit of the right-of-way exceeds forty-five (45) miles per hour, in which case the distance shall not be greater than eleven (11) feet from the drivable surface of the State Right-of-Way.

"DELIVERY CHARGE"
When used in this tariff refers to the cost of delivery containers from the Utility to the customer.

"DRIVE IN SERVICE"
When in the act of refuse collection, the Utility's vehicle, in order to affect such collection, is required to leave the public right-of-way and enter a driveway, private road, or private property.

"DUMPSTER"
When used in this tariff, refers to a dumpster container which has a capacity of not less than 1.5 cubic yards or more than 10 cubic yards and which can be mechanically emptied into a refuse truck from the front or rear of the truck.

"DUMPSTER COMPACTED"
Refers to the pickup of compacted refuse (see "compacted" above) placed in a special Dumpster having the capacity of no more than eight (8) yards.

"HAZARDOUS WASTE"
Refers to refuse not acceptable for disposal in Utility's containers, refuse trucks, or the City of Delta Landfill; including but not limited to: toxic wastes, paint, paint thinners, grease, oil, batteries, aerosol cans, animal or human waste.

"HOLIDAYS"
The following National Holidays:

New Years Day	Memorial Day	Independence Day
Labor Day	Thanksgiving Day	Christmas Day

Note: When the Holiday falls on a Saturday, the preceding workday will be designated as the Holiday. When the Holiday falls on Sunday, the following workday will be designated as the Holiday.

"INSTALLATION"
Any activity required by the Utility in order to initiate, rearrange, delete or otherwise provide or modify service or facilities provided to the general public.

SECTION 100 DEFINITIONS (CONT.)

"JUNKED MATERIAL"
That material(s) such as, (but not limited to) automobiles, demolition material, metal, heavy appliances and furniture, and/or parts thereof; yard waste, sewage, animal, human and other putrescible wastes.

"LOCATION''
When used in this tariff, refers to a structure or complex of structures demarcated by commonly accepted public street boundaries.

"LOOSE MATERIAL"
Material not set out in bags or containers. Also includes materials which must be shoveled.

"MEDICAL WASTE"
Means certain laboratory, surgical and hospital waste; surgical specimens including pathological specimens, tissues, blood elements, excreta and secretions obtained from patients; disposable materials that have been in contact with persons who have suspected or diagnosed communicable disease; a substance that might harbor or transmit pathogenic organisms; disposable materials from outpatient areas, emergency rooms and rooms of patients with a suspected or diagnosed communicable disease that requires isolation; and certain equipment, including instruments, syringes and needles.

"MINIMUM SERVICES"
When used in this tariff, refers to the minimum level of service a customer is billed each month for the service that customer subscribes to. The minimum level of service is as follows:

Dumpster Service	As Requested by Customer
Roll-on/Roll Off	As Requested by Customer
Roll Cart	Currently not available

"NON-REFUSE MATERIAL"
That material, which is not normally thought of, defined as, or considered as refuse, such as but not limited to, automobiles; demolition material; heavy appliance; furniture; sewage; animal, human and other putrescible waste; and hazardous waste.

"NON-ROUTE CUSTOMER"
Any customer whose pickup site is not located with one (1) mile of the pickup sites of at least five (5) other customers or potential customers.

"NOT COMPACTED"
That refuse placed in a container for intermediate storage that is in its natural loose state and has not been compacted.

Delta Industrial Services, Inc / Delta Environmental Services, LLC

SECTION 100 DEFINITIONS (CONT.)

"OVERTIME"
That period of time beginning at 4:00 pm and ending at 7:00 am on the following days: Monday through Thursday; and from 4:00 pm Friday to 7:00 am on the following Monday; and all Holidays, or any time that is not scheduled work.

"PACK OUT SERVICE"
When in the act of refuse collection, the Utility's vehicle crew is required to hand carry a receptacle containing refuse a distance of more than five (5) feet; except the distance shall be not more than eleven (11) feet on State or Borough maintained highways.

"PERMANENT SERVICE"
In conjunction with Large and Roll-on/Roll-off Containers, when service is provided for a period of more than ninety (90) days.

"RATE"
A price per unit and/or per service. A rate is multiplied times the number of units transported, or the number of times a service is performed to determine the rate.

"REFUSE"
Containerized or secured material that qualifies as trash, garbage, or certain solid waste materials in the opinion of the Utility. Specifically excluded and not part of this definition is material such as but not necessarily limited to, junk automobiles and parts thereof, demolition materials, metals, heavy appliances or furniture and parts thereof, green waste, animal, human or other putrescible waste.

"RESIDENTIAL SERVICE"
Refuse and other solid waste material service furnished to a home, personal quarters or abode used only for residential or domestic purposes and from which business is not normally conducted. Residential service does not include multifamily apartments where a landlord or apartment manager provides for the collection of refuse from the tenants, and the responsibility for payment to the Utility resides with the owner or manager.

"ROLL CART (TIPPER)"
Wheeled plastic container. If supplied by customer, must be compatible with Utility's equipment. May also be referred to as a cart, tipper, or tip cart. Type and size to be defined in rate items. A roll cart cannot exceed one-hundred fifty (150) pounds when filled.

"ROLL-ON/ROLL-OFF CONTAINER"
Refers to a refuse container which has a capacity of not less than 10 cubic yards in size and which is suitable for mechanical loading onto and unloading off the equipment of the Utility.

SECTION 100 DEFINITIONS (CONT.)

"ROUND TRIP ROAD MILES"
The number of miles by public roadway from the City of Delta Landfill to the customer's pickup site and back to the City of Delta Landfill.

"SERVICE"
The pickup, transport, and dumping of refuse, including the placement and maintenance of any equipment and/or facilities of the Utility to affect such pickup, transport, or dumping. Any action, activities, and/or operation employed by the Utility to serve.

"ZONE A"

The area of service that is covered by the Utility, within the city limits as defined by the City of Delta Junction, to include a Southerly direction along the Richardson Highway to the City of Delta Junction Landfill.

"ZONE B"

The area of service that is covered by the Utility outside the city limits of Delta Junction as defined:

A. North of Zone "A": North of Tanana Bridge – MP 277.5 Richardson HWY
B. South of Zone "A": To Dome Road – MP 249.5 Richardson HWY
C. East of Zone "A": To Sawmill Creek Road – MP 1403.5 Alaska HWY

"ZONE C"

All other areas not defined within Zones A and B.

"SPECIAL CONTAINER SERVICE"
The pickup of containerized refuse placed in receptacles. Normally, these containers are industry recognized refuse receptacles such as Roll-on/Roll-off Containers and Roll-on/Roll-off Compacted Containers, dumpsters (see "Dumpsters") and Tip Carts that require the mechanical assistance of special equipment of a refuse vehicle, in order to transfer the contents from the container to the transport facility of the Utility.

"SPECIAL CONTRACT"
A contract between the Utility and a customer which affects or relates to the Utility's rates, tolls, charges, rentals, classifications, services, or facilities, which is filed with and approved by the Regulatory Commission of Alaska.

"STRAIGHT TIME"
That period of time beginning at 7:00 am and ending at 4:00 pm of the same day, Monday through Friday, except Holidays (for regularly scheduled service).

SECTION 100 DEFINITIONS (CONT.)

"STREET LEVEL"
Placement of refuse receptacles or containers in such a manner that they are located on the same line, plane, or level as that of access street or roadway used by the Utility's vehicle for the collection of such refuse.

"TEMPORARY DUMPSTER AND ROLL-ON/ROLL-OFF CONTAINER SERVICE"
Rates for temporary service apply only when service is required for a period of ninety (90) days or less, in conjunction with containers. Temporary service rates are not to be used for the first ninety (90) days of service when the customer requests, and the carrier provides, service for more than NINETY (90) days.

"UTILITY"
The name of the Utility as indicated on the title page of this tariff, or its authorized representative.

SECTION 200 RULES AND REGULATIONS

200.10 GENERAL

200.10.1 Rates & Charges

All rates and charges set forth in this tariff are for the provision of service, equipment, and facilities in normal locations, and under normal working conditions as defined by the Utility.

200.10.2 Special Installation

The Utility is not responsible to perform any special installation construction or modification of facilities, equipment, or operations in order to establish service pursuant to the terms of this tariff. All such contracting and related costs are the sole responsibility of the customer.

200.10.3 Application of Rules, Regulations & Definitions

Rules, regulations, definitions, and charges contained herein shall apply to all services rendered by the Utility, unless specifically provided otherwise in a special contract approved by the Regulatory Commission of Alaska.

200.10.4 Pre-Payment

The Utility may require and Applicant to pay all or part of any special service costs in advance. See 200.20.3

SECTION 200 RULES AND REGULATIONS (CONT.)

200.20 APPLICATION FOR SERVICE

200.20.1 How to Apply

All applications for service shall be made through the customer service office of the Utility. The application will consist of forms provided by the Utility on which the applicant shall provide the full legal name, address, and telephone number (both work, cell and home) of the applicant, and the legal description of the location to be served. It shall be the responsibility of the applicant, or his/her authorized representative, to apply for service in person, telephone, fax, or other electronic means. The applicant requesting service agrees to conform to the published tariff rates and conditions that are established by the Utility. It shall be the responsibility of the customer or his/her agent to provide all information and assistance required by the Utility.

200.20.2 New Customer Pre-Payment

Any new applicant for service may be required to make an advance payment of one (1) billing based on the minimum rate applicable to the class of service for which the prospective customer is applying; and to pay the first billing period's service.

Deposits will be returned to the customer within 25 days after discontinuance of service after deducting any money due to the utility.

200.20.3 Nonpayment Disclosure

Any applicant who has previously been cancelled due to nonpayment will be required to pay all past due billings (including collection costs if applicable) and make an advance payment pursuant to the terms as outlined in Section 200.50.5 and 200.60.5

SECTION 200 RULES AND REGULATIONS (CONT.)

200.30 AUTHORIZED USE OF SERVICE

200.30.1 Exclusive Service

The service provided to the customer is exclusive and may not be used by another, nor may any customer charge or receive compensation from another for services, or use of the facilities provided to that customer, without the prior written approval of the Utility.

200.30.2 Loose Refuse

No receptacle shall be filled to such capacity by any materials that it creates a littered, unhealthy condition, or violates laws, regulations, or ordinances. All refuse shall be containerized and/or bagged to the greatest extent possible. Refuse which cannot be containerized will be treated in accordance with appropriate rate schedules and it shall be the responsibility of the customer to ensure such refuse storage is orderly and conforms to all laws, regulations or ordinances pertaining to the environmental and health conditions thereof.

200.30.3 Safety and Liability

All services provided are subject to the condition that it will not be used for any unlawful purpose, nor may the Utility operate outside the law to provide a service to the public, nor shall any customer knowingly place into any receptacle provided by the customer or the Utility, material which might be, or could become a danger or hazard to the employees, property and agents of the Utility or the public in general. Further, only refuse defined in the definitions section of this tariff may be placed into receptacles used to provide this service to the customer. Any damages, injury or harm caused to the employees, agents, or property of the Utility by the negligence of the customer shall be the responsibility of that customer and in no case is the Utility to be held liable.

200.30.4 Additional Pick-Ups

Service in excess of requested service will be picked up at an extra charge to the customer. Rates charged are in accordance with the attached tariff rate Section 300.60 of this tariff.

200.30.5 Full or Overfilled Container

Any customer whose container is overfilled for twenty percent (20%) or more of the pickups will be required to install more or larger containers. Full is defined as filled with a volume that allows the lid to close completely from the force of gravity alone.

SECTION 200 RULES AND REGULATIONS (CONT.)

200.40 LIMITATIONS OF SERVICE

200.40.1 Declined Pick-Up Due to Road Conditions

The Utility's driver may decline to pick up material from points where, because of the condition of the streets, alleys or roads, it is impracticable or dangerous to persons or property to operate vehicles.

200.40.2 Declined Pick-Up Due to Driveway Conditions

The Utility's driver may decline to drive into private property when, in the Utility's judgment, driveways or roads are improperly constructed or maintained or without adequate turn around or have other unsafe conditions.

200.40.3 Declined Pick-Up Due to Loose Animals

The Utility's driver will not be required to enter private property to pick up material while an animal considered or feared to be vicious is loose. The customer will be required to confine the animal on pickup days.

200.40.4 Local Ordinance Compliance

The Utility driver's schedule will meet reasonable requirements and will comply with local ordinance.

200.40.5 Declined Pick-Up Due to Weather and/or Road Conditions

Refuse pickup may be missed due to weather or road conditions. If refuse is taken no later than on the next scheduled pickup day, no credit will be given.

200.40.6 Declined Pick-Up Due to Loose Refuse

The Utility assumes no responsibility for articles left on or near cans or units see Section 200.30.2 for details.

200.40.7 Driveway Damage Responsibility

Where the Utility is requested to provide service, and damage occurs to a customer's driveway due to reasons not in the control of the carrier, the Utility will assume no responsibility.

SECTION 200 RULES AND REGULATIONS (CONT.)

200.40 LIMITATIONS OF SERVICE – *Continued*

200.40.8 Delays to Utility Operations

Any Customer whose driveway, property, parking lot, or employees cause delays to Utility operation shall be charged at the Utility's hourly rate for Additional, Occasional or Unscheduled Service for the delay unless the delay causes the operator to work overtime; if so, the customer will be charged at overtime rates as specified in the rates and charges. In the event a container is unable to be picked up at the scheduled time due to obstructions or other reasons at the customer location outside the control of the Utility, the Utility will have the option to not pick up the container. The customer will be charged at the hourly rate for Additional, Occasional, or Unscheduled pickup for returning to pick up the container.

200.40.9 Declined Pick-Up Due to Impractical to Operate Equipment

At the sole discretion of the Utility, nothing in the tariff shall be construed as making it binding on the Utility to pick up refuse at locations from which it is impractical to operate equipment due to the conditions of highways, roads, streets, alleys, or any other reasons. Also, refuse which is burning or has been burned will not be picked up.

SECTION 200 RULES AND REGULATIONS (CONT.)

200.50 BILLING AND CREDIT POLICY – DUMPSTER SERVICE

200.50.1 Monthly Advanced Billing

Charges for Dumpster Service shall be billed monthly in advance. All Dumpster Service billings shall be due by the twenty-fifth (25th) of the month.

All billings presented for payment by the Utility will show the type of service rendered, the related charges and the total billing of such services, as well as appropriate sales and service taxes, if applicable. The minimum level for service billed for dumpsters is once a month pickup.

All other charges (i.e. extra refuse and special pickups) shall be assessed at the time such service is provided and shall be payable under the same terms as each customer's recurring charges see Section 300.

200.50.2 Late Fee on Past Due Accounts

Whenever a Dumpster Service customer's account is unpaid for a period of greater than twenty-five (25) days from the date of the original billing, the account shall be considered past due and delinquent. On the first of the following month a late fee of $55.00 shall be added to the past due and delinquent account by the Utility per 3AAC 52.430(f).

200.50.3 Delinquent Accounts

Whenever a Dumpster Service customer's account becomes delinquent as described in Section 200.50.2, the Utility shall send written notice of termination of service to the customer. The customer will be notified either by telephone or electronic means not less than three (3) business days prior to termination of services and may be revoked by the Utility if payment in full of the delinquent amount is made before the invoice is ten (10) days delinquent. The Utility may discontinue the furnishing of all services if after ten (10) days of the notice date there remains a delinquent unpaid balance. The Utility shall send the customer the established discontinuance date. See section 200.20.4 for requisites for resuming service on cancelled accounts.

200.50.4 Collections for Non-Payment

Once a Dumpster account has been discontinued for non-payment of delinquent amounts as described in Section 200.50.3, the account may be transferred to an outside collection agency. When transferred, the Dumpster Service customer will be responsible for the principal balance, accumulated interest, plus all collection agency costs.

200.50.5 Reinstatement of an Account

A Dumpster Service customer who has previously been cancelled due to nonpayment will be required to pay: a reinstatement fee of $100.00; all past due billings (including collection costs if applicable); and an advance payment of up to two (2) months billings, before service will be resumed. The advance payment shall be applied to the customer's account. Upon receipt of said payment, service shall resume on the next scheduled service day.

SECTION 200 RULES AND REGULATIONS (CONT.)

200.50 BILLING AND CREDIT POLICY – DUMPSTER SERVICE Continued

200.50.6 Billing for Refuse Container Services

All billings presented for payment by the Utility will show the type of service rendered, the related charges, and the total billing as such services, as well as appropriate sales and service taxes if applicable.

200.50.7 Minimum Service Period

The level for service billed for dumpsters is once a month pickup.

200.50.8 Prorated Billing

When service does not begin on the first day of the billing month the charges, or a fractional part thereof, will be pro-rated in the ration of the number of pickups involved in the month.

200.50.9 Container Drop-Off / Pick-Up Fee

A $75.00 Delivery Fee will be charged to a customer at each drop-off or pick-up of roll-off container

200.50.10 NSF or Denied Credit Card Fee

There is a charge of $55.00 for all payments denied by a financial institution. The Utility is under no obligation to redeposit a payment that has been dishonored for reason of insufficient funds. The Utility shall rely on all remedies under AS 09.68.115 to collect checks that are dishonored by a financial institution.

200.50.11 Payment Methods

The Utility shall provide three (3) methods for customers to pay their monthly and/or quarterly bills: Cashier's Bank Check, ACH, Card.

200.50.12 Make-Up Bill

The Utility may render a make-up bill, without a late fee, for service that has not been billed as a result of a Utility billing error provided the initial make-up bill is issued within six (6) months after provision of the previously unbilled service. The customer may extend the period of payment of the make-up bill as long as necessary so that the quantity of service billed in any one (1) billing period is not greater than one-hundred and fifty percent (150%) of the normal estimated quantity for that period.

200.50.13 Customer's Responsibility

It is the responsibility of the customer to verify monthly and/or quarterly bills. All Utility charges are considered binding unless an objection regarding the disputed charges is received from the customer after provision of the previously billed services.

SECTION 200 RULES AND REGULATIONS (CONT.)

200.60 BILLING AND CREDIT POLICY – ROLL-OFF CONTAINER

200.60.1 Monthly Advanced Billing for Roll-Off Container Services

Charges for Roll-Off Service shall be billed monthly in advance. All Dumpster Service billings shall be due by the twenty-fifth (25th) of the month.

200.60.2 Late Fee on Past Due Accounts for Roll-Off Container Services

Whenever a Roll-Off Service customer's account is unpaid for a period of greater than twenty-five (25) days from the date of the original billing, the account shall be considered past due and delinquent. On the first of the following month a late fee of $55.00 shall be added to the past due and delinquent account by the Utility per 3AAC 52.430(f).

200.60.3 Delinquent Account for Roll-Off Container Services

Whenever a Roll-Off Container Service customer's account becomes delinquent as described in Section 200.60.2, the Utility shall send written notice of termination of service to the customer. The written notice of termination of service shall be mailed to the customer via U.S. Mail or sent via email as provided by a customer; ten (10) days prior to the discontinuance of service and may be revoked by the Utility if payment in full of the delinquent amount is made before ten (10) days have lapsed from the date of the notice. The Utility may discontinue the furnishing of all services if after ten (10) days of the notice date there remains a delinquent unpaid balance (see 200.50.7 for requisites service on cancelled account)

200.60.4 Collections for Non-Payment for Roll-Off Container Services

Once a Roll-Off Container Service customer's account has been discontinued as described in Section 200.60.3 the account may be transferred to an outside agency. When transferred, the customer will be responsible for the principal balance, accumulated interest, plus all collection agency costs not to exceed forty percent (40%) of the principal balance.

200.60.5 Reinstatement of Account for Roll-Off Container Services

A Roll-Off Container Service customer who has previously been cancelled due to nonpayment will be required to pay; a reinstatement fee of $100.00; all past due billings (including collection costs if applicable; and an advance payment of up to two (2) month billings, before service will be resumed. The advance payment shall be applied to the customer's account. Upon receipt of said payment, service shall resume on the next scheduled service day.

Any advance payment of this type shall be reserved by the Utility. The balance of the reserved amount shall be refunded to the customer's account after one (1) year or within twenty-five (25) calendar days of when service is cancelled whichever comes first and after applying any offsets or credits.

SECTION 200 RULES AND REGULATIONS (CONT.)

200.60 BILLING AND CREDIT POLICY – ROLL-OFF CONTAINER SERVICE Continued

200.60.6 Billing for Roll-Off Container Services

All billings presented for payment by the Utility will show the type of service rendered, the related charges, and the total billing as such services, as well as appropriate sales and service taxes if applicable.

200.60.7 Minimum Service Period

The minimum period for which service is furnished is one (1) month, without refund, except when service is furnished on a temporary or occasional basis for Dumpster Service. There is no temporary residential service (see Section 400)

200.60.8 Prorated Billing

Billing is based on number of pickups requested by customer.

200.60.9 Container Drop-Off / Pick-Up Fee

A $97.50 Delivery Fee will be charged to a customer at each drop-off or pick-up of roll-off container

200.60.10 NSF or Denied CC FEE

There is a charge of $55.00 for all payments denied by a financial institution. The Utility is under no obligation to redeposit a payment that has been dishonored for reason of insufficient funds. The Utility shall rely on all remedies under AS 09.68.115 to collect checks that are dishonored by a financial institution.

200.60.11 Payment Methods

The Utility shall provide three (3) methods for customers to pay their monthly and/or quarterly bills: Cashier's Bank Check, ACH, Card.

200.60.12 Make-Up Bill

The Utility may render a make-up bill, without a late fee, for service that has not been billed as a result of a Utility billing error provided the initial make-up bill is issued within six (6) months after provision of the previously unbilled service. The customer may extend the period of payment of the make-up bill as long as necessary so that the quantity of service billed in anyone (1) billing period is not greater than one-hundred and fifty percent (150%) of the normal estimated quantity for that period.

200.60.13 Customer's Responsibility

It is the responsibility of the customer to verify monthly and/or quarterly bills. All Utility charges are considered binding unless an objection regarding the disputed charges is received from the customer after provision of the previously billed services.

SECTION 200 RULES AND REGULATIONS (CONT.)

200.70 BILLING AND CREDIT POLICY – ROLL CART SERVICE

200.70.1 Not available at this time

Roll cart service not offered at this time. Tariff will be updated should Utility decide to offer this service.

SECTION 200 RULES AND REGULATIONS (CONT.)

200.80 CANCELLATION OF SERVICE AT CUSTOMER'S REQUEST

200.80.1 Account Due at the Time of Cancellation

All cancellation requests must be made to the Utility office at least one (1) week prior to the last day of service. Such requests may be made in person, by correspondence, telephone, or electronic means. The customer is liable for all charges incurred on the account through the date service is stopped by the Utility. All charges will be assessed and payable immediately upon cancellation.

200.80.2 Cancellation Before Dumpster Delivery

When cancellation occurs prior to the start of installation of service and prior to the placement of the dumpster by the Utility, no charge will apply.

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SECTION 200 RULES AND REGULATIONS (CONT.)

200.90 CUSTOMER PROVIDED EQUIPMENT (CPE)

200.90.1 CPE not Allowed

CPE is not allowed at this time. Utility will amend tariff if it chooses to allow use of CPE.

SECTION 200 RULES AND REGULATIONS (CONT.)

200.100 FILING AND DISPOSITION OF CUSTOMER COMPLAINTS

200.100.1 Filing Complaint with Utility

An Informal Customer Complaint against the Utility shall be made first directly to the Utility via email to CustomerService@DeltaIndustrial.com or at 1229 Richardson Highway, Delta Junction, AK. 99737
907-895-5053.

200.100.2 Filing Complaint with Regulatory Commission of Alaska

If the customer is not satisfied with the disposition of the complaint, the customer or authorized representative may then file a complaint with the Regulatory Commission of Alaska either by mail at 701W. 8th Ave Suite 300, Anchorage, AK 99501, or by phone at, (907) 276-6222 (Anchorage) or (800 390-2782 (toll free). The Utility shall assist the customer by giving notice on how to process a complaint.

200.100.3 Filing Instructions

A Formal Customer Complaint or protest shall be in writing and submitted to the Utility and the Commission in accordance with Title 3, Chapter 48, of the Alaska Administrative Code (3 AAC 48.130).

SECTION 200 RULES AND REGULATIONS (CONT.)

200.110 INTERVAL OF PICKUP

200.110.1 Scheduled Pick-Ups

Pickup Intervals for refuse service provided under the attached rate schedules shall be determined by mutual consent of the customer and Utility; service shall be provided on a continuing basis until such time as, by mutual consent of both parties, it is deemed to be inappropriate. Changes in pickup intervals may be made upon contacting the customer service office of the Utility.

200.110.2 Unscheduled Pick-Ups

Should a customer request additional, unscheduled, or occasional services, the Utility may provide such service, and charge the customer in accordance with the appropriate tariffs contained herein.

200.110.3 Holiday Delays

For customers with less than seven (7) day a week pickup service, each regularly scheduled pickup day may be delayed by one (1) day following a Holiday, for the remainder of the week in which a Holiday occurs, including a Saturday pickup for regular Friday customers. For customers with daily pickup service, all pickups will be provided with the exception of Holidays on which the local landfill is closed, on which days no pickup service will be provided.

SECTION 200 RULES AND REGULATIONS (CONT.)

200.120 LIMITS OF UTILITY LIABILITY

200.120.1 Temporary Suspension

When, in the judgment of the Utility management, traffic, road conditions, terrain, weather or other environmental factors over which the Utility has no control become unsafe, or where federal, state or municipal regulations place operational restriction upon the Utility because of unsafe, hazardous, or other conditions or due to a strike or lockouts, the pickup, transport, and dumping of refuse provided for in this tariff may be temporarily suspended by the Utility. In so doing, the Utility shall endeavor to minimize such suspension and to collect such materials as it can prudently collect in that area where a health hazard may exist, or some other public need requires continuation of service during the periods of such temporary suspension. The utility accepts no liability, however for inconvenience or damages suffered by the customer during these periods over which the Utility has no control.

SECTION 200 RULES AND REGULATIONS (CONT.)

200.130 RESPONSIBILTY AND OBLIGATIONS OF CUSTOMERS

200.130.1 Payments

Customers of the Utility shall be responsible for payment of services rendered by the Utility directly to the Utility, in accordance with the tariff rate schedules contained herein. A customer's failure to receive a Utility bill or notice that has been sent to customer via email address provided by the customer at the time of initial set up, does not prevent the bill from becoming past due or delinquent or excuse the customer's responsibility for payment.

200.130.2 Easements

Whenever easements or rights-of-way are required, installation or replacement of equipment shall not be made, and no service shall be rendered until such easements or rights-of-way are obtained in writing by the customer and furnished without charge to the Utility.

200.130.3 Safe and Hazard Free Environment

The customer is responsible to maintain clean, safe, and hazard free working conditions and environment for the employees, equipment, and agent of the Utility. In no case is the Utility required to work in an unsafe or hazardous condition or to place jeopardy or possible harm its personnel, equipment, or facilities.

200.130.4 Pick-Up & Maintenance

The customer is responsible for maintenance of the pickup area serviced by the Utility. The services provided for herein DO NOT include cleaning up spillage, littering, animal waste, or otherwise untidy conditions around the pickup area to the extent not caused by the Utility. When a customer desires the Utility to clean up the pickup area, the Utility will do so at the separate and additional charge set for the in Section 400 labeled Additional, Occasional or Unscheduled Service.

200.130.5 Clear Access

The customer is responsible for providing clear access to receptacles, for any type of container service. It is the customer's responsibility to remove vehicles; snow, ice and other similar conditions which block access to receptacles. When the Utility is unable to pick up on scheduled service days due to conditions referenced above, normal tariff rates as specified in the appropriate rate schedule will be assessed.

200.130.6 Adequate Surface

Prior to service by the Utility, the customer must provide an adequate hard and level surface (wood, blacktop, or concrete, as prescribed by the Utility) for containers.

SECTION 200 RULES AND REGULATIONS (CONT.)

200.130 RESPONSIBILTY AND OBLIGATIONS OF CUSTOMERS Continued

200.130.7 Customer's Responsibility of All Content in Container

The customer is responsible for verifying that all materials placed into the receptacles are rendered safe and in compliance with local disposal facility rules. Losses to personnel and property of the Utility as a result of handling unsafe material placed in receptacles for pickup shall be the responsibility of the customer.

200.130.8 Rental Properties

In case of a landlord/tenant relationship where the landlord requests the Utility to bill the tenant, the landlord shall be held liable for all such billings. A customer's failure to receive a Utility bill or notice that has been properly addressed and placed in the United States Mail does not prevent the bill from becoming past due or delinquent or excuse the customer's responsibility for payment.

200.130.9 Refuse Container Compliance

Tenants to obtain permission from their landlord to set up refuse service. It shall be the responsibility of the customer to ensure compliance with all applicable laws, regulations and/or ordinances concerning such receptacles.

The Utility shall not be responsible for the customer's conformance to any applicable laws, regulations, or ordinances for container.

200.130.10 Adequate and Legible Address

It shall be the customer's responsibility to ensure the Utility has the correct address and directions for locations that do not have a posted street name(s) or house numbers.

200.130.11 Prompt Notices to Utility

The Utility will endeavor to give the best service possible to its customers. The customer can materially assist the Utility in fulfilling its purpose by promptly notifying the Utility of any trouble, missed pick up, overturned containers, or other unsatisfactory conditions.

200.130.12 Property Damages

The customer is responsible for any damages to the facilities of the Utility caused by the customer, the customer's authorized users, or anyone else, for the reimbursement to the Utility for any losses through theft, fire, collision, or vandalism occurring on the customer's premises.

SECTION 200 RULES AND REGULATIONS (CONT.)

200.140 RESPONSIBILTY AND OBLIGATIONS OF UTILITY

200.140.1 Discrimination Disclosure

The Utility may not discriminate in regard to service provided to any customer. The Utility will endeavor to provide whatever limited service is possible on a priority system based on a current analysis of the best interests of the public.

The Utility shall make its service available to all applicants without discrimination and in accordance with applicable federal, state and local laws and its approved tariffs where applicable, as a regulated public Utility under the jurisdiction of the Regulatory Commission of Alaska.

200.140.2 Assumed Responsibility by Utility

The Utility will not assume responsibility for the cleaning up of spillage, litter and/or general cleanliness of the area immediately surrounding customer receptacles only to the extent that such conditions are caused by the unbagged trash. See section 200.30.2 for more information.

SECTION 200 RULES AND REGULATIONS (CONT.)

200.140 RESPONSIBILTY AND OBLIGATIONS OF UTILITY Continued

200.140.3 Right to Decline Service

The Utility may discontinue service to any customer not abiding or adhering to the rules and regulations of this tariff and specifically if any of the conditions listed below exist. The customer will be notified either by mail, telephone, or electronic means not less than three (3) working days prior to termination of services. In the event the Utility opts to mail the notice to discontinue service it must be mailed not less than ten (10) working days before the date scheduled for discontinuation of service.

A. Delinquency as stated in Sections 200.50.3 and 200.60.3
B. Access to customer property to provide service is denied to the Utility as stated in Section 200.140
C. Disposal of prohibited materials as stated in Section 200.160.1
D. Failure on the part of the customer to observe the rules and regulations of the Utility
E. The use of profane or obscene language, reasonably to be expected to frighten, abuse, torment, or harass Utility personnel

200.140.4 Right to Decline Service – Fails to Comply

The Utility may discontinue service if a customer fails to comply with any of the rules herein, provided such failure is not remedied within five (5) days of receiving written notice from the Utility.

200.140.5 Right to File Complaint

In the event the Utility discontinues service under the provisions of this section, the customer may file a formal customer complaint in accordance with the provision set forth in the, “Filing and Disposition of Customer Complaints”, section of this tariff.

SECTION 200 RULES AND REGULATIONS (CONT.)

200.150 SPECIAL SERVICES

200.150.1 Putrescible Solid or Liquid Waste

PUTRESCIBLE SOLID OR LIQUID WASTE - The Utility may refuse to accept for pickup excessive amounts of putrescible solid or liquid wastes consisting of the excrement or entrails or other body parts of animals, including without limitation, horses, cows, sheep, goats, dogs, cats, fish or game. An amount of such wastes is excessive if it meets the following criteria:

A. More than 30 pounds per week

B. More than 10 pounds in any roll cart

In order to be accepted for pickup, all such wastes shall be securely placed in watertight bags before being placed in the container for pickup. The Utility may refuse to accept for pickup any such waste not adequately wrapped or double bagged. Any such wastes in excess of the above amounts shall be picked up under the terms of Section 400 of this tariff, as a special pickup except that if putrescible wastes exceed on ton, any landfill tipping fee charged to the Utility will be added to the rate shown in Section 400.

200.150.2 Unusual Material

UNUSUAL MATERIAL – Not Applicable to Delta/FT. Greely.

200.150.3 Standard Roll Off Service

STANDARD ROLL-OFF SERVICE – Not offered at this time.

SECTION 200 RULES AND REGULATIONS (CONT.)

200.160 MATERIAL REQUIRING SPECIAL TESTING AND/OR ANALYSIS

200.160.1 Testing and/or Analysis

When the Utility or disposal facility determines that testing and/or analysis of solid waste is required to determine whether dangerous or prohibited substance are present, the actual cost for such testing and/or analysis will be paid by the customer if such substances are proved present by a positive test result.

SECTION 300 RATES, OTHER SERVICES AND CONDITIONS

300.10 RESPONSIBILTY AND OBLIGATIONS OF UTILITY

300.10.1 General

The following tariff rate schedules contain charges for all services provided by the Utility within its service area, with the exception of a special contract between a customer and the Utility.

NOTE: Where articles of refuse, such as large cans, bottles, boxes, and similar materials are not easily or practically suited for placement in a receptacle, in the opinion of the Utility, they may be placed adjacent to the receptacle provided in a neat and orderly manner and prevented from scattering. Boxes must be tied in bundles weighing no more than sixty (60) pounds. Brush must be tied in bundles not to exceed four (4) feet in length and weigh no more than sixty (60) pounds. The Utility may collect such refuse and charge the customer in accordance with its rate schedule for that service area, in accordance with its rate schedule for that service area, in addition to its regular recurring charges, or a service fee equivalent to the customer's regular service fee pro-rated by the volume of refuse handled in accordance with the applicable rate schedule.

NOTE: Service on a Sunday will only be provided to those customers scheduled for seven (7) days per week service or on a special pickup basis. In the case of a special pickup, the customer will be charged with the applicable rate schedule in that service area.

NOTE: Customers charged for Dumpster service shall pay a minimum charge for at least one (1) pickup per month unless otherwise specified.

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SECTION 300 RATES, OTHER SERVICES AND CONDITIONS (CONT.)

300.20 DUMPSTER SERVICE

300.20.1 Rate for Lift

Dumpsters that require moving prior to lift will be assessed a charge of $32.50 per lift in addition to all other charges.

300.20.2 Rate for Mileage

An additional charge for customers Trip Road Miles from the Delta Junction City Landfill shall be charged per pickup as follows:

Number of Round-Trip Road Miles to Delta Junction City Landfill

MILES	SERVICE FEE
31 - 40	$199.60
41 - 50	$226.20
51 - PLUS	$ 9.15 / per mile

SECTION 300 RATES, OTHER SERVICES AND CONDITIONS (CONT.)

300.30 RATES FOR COMMERCIAL / RESIDENTIAL DUMPSTERS

300.30.1 ZONE "A" Service Rates – 2-8 Cubic Yard Container

ZONE A				
PICKUP FREQUENCY	CONTAINER SIZE			
	2.0 CU YD	4.0 CU YD	6.0 CU YD	8.0 CU YD
1 X Month Pickup	$72.50	$127.15	$174.35	$221.50
2 X Month Pickup	$149.50	$262.20	$359.45	$456.70
1 X Week Pickup	$285.45	$500.60	$686.25	$871.85
2 X Week Pickup	$570.90	$1,001.20	$1,372.55	$1,743.75
3 X Week Pickup	$856.30	$1,501.80	$2,058.80	$2,615.60
4 X Week Pickup	$1,141.75	$1,784.65	$2,745.05	$3,051.50
5 X Week Pickup	$1,427.20	$2,034.95	$3,088.20	$3,519.95
ADD'L Unscheduled Pickup	$122.30	$214.55	$294.05	$373.60
ON-CALL Customer Pickup	$187.85	$318.50	$424.55	$530.65
Extra refuse yardage while truck is at location:				$65.05

SECTION 300 RATES, OTHER SERVICES AND CONDITIONS (CONT.)

300.30 RATES FOR COMMERCIAL / RESIDENTIAL DUMPSTERS Continued

300.30.2 ZONE "B" Service Rates – 2-8 Cubic Yard Container

ZONE B				
PICKUP FREQUENCY	CONTAINER SIZE			
	2.0 CU YD	4.0 CU YD	6.0 CU YD	8.0 CU YD
1 X Month Pickup	$105.00	$159.65	$206.85	$254.00
2 X Month Pickup	$182.00	$294.70	$391.95	$489.20
1 X Week Pickup	$317.95	$533.10	$718.75	$904.35
2 X Week Pickup	$603.40	$1,033.70	$1,405.05	$1,776.25
3 X Week Pickup	$888.80	$1,534.30	$2,091.30	$2,648.10
4 X Week Pickup	$1,174.25	$1,817.15	$2,777.55	$3,084.00
5 X Week Pickup	$1,459.70	$2,067.45	$3,120.70	$3,552.45
ADD'L Unscheduled Pickup	$154.80	$247.05	$326.55	$406.10
ON-CALL Customer Pickup	$220.35	$351.00	$457.05	$563.15
Extra refuse yardage while truck is at location:				$65.05

300.30.3 ZONE "C" Service Rates – 2-8 Cubic Yard Container

Rates will be calculated utilizing Zone "B" pricing in combination with an additional mileage fee found in Section 300.20.2

300.30.4 Monthly Rates and Multiple Container Discounts

Monthly rate applies to service for one pickup per week. Rates for up to six (6) pickups per week can be calculated by multiplying the applicable dumpster rate times the number of required pick-ups per week.
Rates for Additional Dumpsters will be applied for Customers that require multiple dumpsters at the same location.

Refuse on top or overflowing from container or picked up from ground at customer's request will be charged extra yardage per the rate schedule found in Section 300.30 of this tariff

For Customers that require multiple dumpsters at the same location, the applicable rates will be reduced by 5%

SECTION 300 RATES, OTHER SERVICES AND CONDITIONS (CONT.)

300.40 RATES FOR COMMERCIAL / ROLL-OFFS

300.40.1 Roll-Off Container

Roll-Off Container Service customer costs will vary in accordance with location and Zone A, B or C and, depending upon, but not limited to, the following circumstances:

A. Multiple Locations
B. Volume of Waste
C. Type of Waste
D. Weight of Waste by Cubic Foot / Cubic Yard
E. Pick-Up and Return Requirements
F. Access for the Removal and/or Replacement of the Container
G. Travel Distance to Disposal Site
H. Frequency of Pick-Ups
I. Terms and Conditions

Rates apply only on containers having a capacity of no less than 30 cubic yard, minimum suitability for mechanical handling by the Utility's equipment. Rate applies to refuse collection and disposal service only. Landfill fees for disposing of the customer's refuse are in addition to the collection and disposal charge and appear separately on the customer's bill. The landfill fees will be the same as charged to the Utility by the Landfill Owner. All collection prices will fall under category of location zone A, B or C.

300.40.2 ZONE "A" Rates – ROLL-OFF Container

CONTAINER SIZE	MONTHLY RENTAL FEE	
30.0 CU YD - Open Top	$300.00	*Collection / Travel Time Waived*
30.0 CU YD - Closed Top	$330.00	*Collection / Travel Time Waived*

300.40.3 ZONE "B" Rates – ROLL-OFF Container

CONTAINER SIZE	MONTHLY RENTAL FEE	
30.0 CU YD - Open Top	$300.00	Plus Collection / Travel Time
30.0 CU YD - Closed Top	$330.00	Plus Collection / Travel Time

SECTION 300 RATES, OTHER SERVICES AND CONDITIONS (CONT.)

300.40 RATES FOR COMMERCIAL / RESIDENTIAL DUMPSTERS Continued

300.40.4 ZONE "C" Rates – ROLL-OFF Container

Rates will be calculated utilizing Zone "B" pricing in combination with an additional mileage fee found in Section 300.40.3

300.50 RATES FOR TRAVEL TIME, LANDFILL & PICK-UP SCHEDULING

300.50.1 Travel Time

All Collection/Travel Time, regardless of zone, will be billed on a minimum one (1) hour basis, with any additional time accrued in half (0.5) hour increments.

300.50.2 Travel Time Rate

Collection/Travel time rate is one hundred and twenty-five ($125.00/hr) an hour.

300.50.3 Landfill

Rate applies to refuse collection and disposal service only. Landfill fees for disposing of the customer's refuse, who do not own a Landfill account, are in addition to the collection and disposal charge and appear separately on the customer's bill. The landfill fees will be the same as charged to the Utility by the Landfill Owner.

Customers who have their own Landfill account set up, may receive a bill directly from the Landfill Owner when specifically requested by the Customer and that landfill fee will not reflect on the Utility's invoice. Customer must inform the Utility at initial set up, that they would prefer to pay their landfill account directly and not receive a bill that includes landfill fees.

300.50.4 Scheduling a Pick-Up

Twenty-four (24) hour notice must be given to the Utility for pick-up

Same day requests can be honored by the Utility, at the Utility's convenience, availability, and additional $100.00 emergency fee per pick-up.

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SECTION 300 RATES, OTHER SERVICES AND CONDITIONS (CONT.)

300.60 RESIDENTIAL ROLL CART SERVICE

300.60.1 Not Available

Residential Roll Cart Service is not offered at this time. Tariff will be updated should Utility decide to offer this service.

SECTION 300 RATES, OTHER SERVICES AND CONDITIONS (CONT.)

300.70 ADDITIONAL, OCASSIONAL, AND UNSCHEDULED PICKUPS

300.70.1 Hourly Pick-Up Rate

The rates set forth below are for time consumed by the Utility for performing refuse pickup service not otherwise provided for in this tariff.

A minimum of one (1) hour will be assessed; all time (commencing when the Utility's vehicle is dispatched from its terminal to perform the pickup, until it returns to the terminal after having completed the pickup and disposal) will be charged as provided below:

Vehicle and Driver:	$150.00 / hr

All of above charges shall be subject to change to overtime charges as computed by the Utility for Holidays and overtime service.

300.70.2 Drive In Service Rates

Initial 30 Feet or fraction thereof:	$20.00
Per1/4 Mile or Fraction thereof after 30':	$25.00

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SECTION 400 SURCHARGES

400.10 FUEL SURCHARGES

400.10.1 Temporary Fuel Surcharges

The temporary fuel surcharge is intended to compensate for the current cost of highway fuel incurred during refuse collection operations. This surcharge applies to all customer invoices with the exception of direct landfill fees.

The fuel surcharge is based upon the National average price per gallon of diesel fuel as published by the Energy Information Administration of the U.S. Department of Energy using the U.S. average column.

http://www.eia.gov/petroleum/gasdiesel/

The fuel surcharge fluctuates on a .25% scale. The scale begins at $1.30 per gallon with a fuel surcharge of .25%. The fuel surcharge percentage will increase or decrease with each price per gallon fluctuation of $.10 (Example: when the national average price of diesel fuel is between $1.30 and $1.40, the fuel surcharge percentage remains at .25%. If the price per gallon goes to $1.41 the fuel surcharge will increase to .50%.

If the national average price per gallon of diesel fuel drops below $1.30, the surcharge dissipates to 0$

At the time of this filing, the average national cost of diesel fuel is $5.12, therefore the fuel surcharge is

9.55%