



County of Allegheny

Office of the Controller

**BROWNING-FERRIS INDUSTRIES OF PA, LLC
(D/B/A ALLIED WASTE SERVICES OF PITTSBURGH)
REPORT ON CONTRACT COMPLIANCE PROCEDURES
AT THE PITTSBURGH INTERNATIONAL AIRPORT
FOR THE PERIOD
NOVEMBER 1, 2007 THROUGH JULY 31, 2012
(Non-Audit Service)**

April 10, 2013

**Chelsa Wagner
Controller**

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CHELSA WAGNER
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March 15, 2013

Mr. Bradley Penrod
President and Chief Strategy Officer
Allegheny County Airport Authority
Landside Terminal, 4th Floor Mezzanine
P.O. Box 12370
Pittsburgh, PA 15231-0370

Browning-Ferris Industries of PA, LLC
(d/b/a Allied Waste Service of Pittsburgh)
Report on Contract Compliance Procedures
At the Pittsburgh International Airport
For the Period November 1, 2007 through July 31, 2012

Dear Mr. Penrod:

We performed procedures to ensure that Browning-Ferris Industries of PA, LLC (BFI), d/b/a Allied Waste Services of Pittsburgh (Allied Waste), was in compliance with the terms of its contracts #1843 and #2108 with the Allegheny County Airport Authority. Our procedures covered the period from November 1, 2007 through July 31, 2012. Our engagement was performed as a non-audit service, and therefore was not conducted in accordance with *Government Auditing Standards*.

Our procedures found that Allied Waste does not have an effective monitoring system over tenant billing in order to ensure compliance with contract pricing. We identified instances of noncompliance related to:

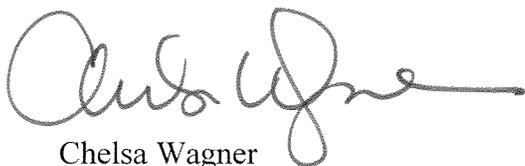
- charges for unallowable Fuel/Environmental Recovery fees and Administrative fees to tenants amounting to \$38,454;
- incorrect prices charged on individual container invoices amounting to \$7,289; and
- incorrect prices charged on shared container tenant invoices amounting to \$147,395.

Overall, we have identified \$193,138 in charges due back to the Airport tenants. We also noted that monthly reports required by the contracts were not properly submitted, and two of the required annual reports were submitted late.

Mr. Bradley Penrod
March 15, 2013
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We believe that the implementation of our recommendations will improve Allied Waste's compliance with the contracts. The results of our procedures are provided in the attached report. We would like to thank the management and staff of the Airport Authority and Allied Waste for their courtesy and cooperation during the performance of our procedures.

Kind regards,



Chelsa Wagner
Controller



Lori A. Churilla
Assistant Deputy Controller, Auditing

CW/lc

cc: Honorable Charles Martoni, President, County Council
Honorable Nicholas Futules, Vice President, County Council
Honorable Rich Fitzgerald, Allegheny County Executive
Mr. William McKain, County Manager, Allegheny County
Ms. Jennifer Liptak, Chief of Staff, County Executive
Mr. Warren Finkel, Budget Director, Allegheny County
Mr. Joseph Catanese, Director of Constituent Services, County Council
Mr. Walter Szymanski, Budget Director, County Council
Mr. David Minotte, Board Chairman, Airport Authority Board
Mr. Glen R. Mahone, Audit Committee Chairman, Airport Authority Board
Mr. James R. Gill, Executive Vice President, Allegheny County Airport Authority
Mr. Stephen W. Robinson, Controller, Allegheny County Airport Authority
Mr. Eric Ruprecht, Director of Business Administration, Allegheny County Airport Authority
Mr. Brent Bowker, General Manager, Allied Waste Services of Pittsburgh

Executive Summary

Purpose of Procedures

The Controller's Office performed procedures to ensure that Browning-Ferris Industries of PA, LLC, (BFI Waste Services of Pennsylvania, LLC), d/b/a Allied Waste Services of Pittsburgh (Allied Waste) was in compliance with the terms of their contracts #1843 and #2108 with the Allegheny County Airport Authority (Airport Authority).

Background

The Airport Authority contracted with Allied Waste to provide refuse removal services for all tenants, occupants, and other users requiring such services at the Pittsburgh International Airport (PIA tenants).

The initial period of contract #1843 was from September 1, 2007 through August 31, 2008 and included two additional one year options. The Airport Authority authorized the first year option. Before the expiration of the option, the Airport Authority entered into contract #2108 for a one year term from November 1, 2008 through October 31, 2009. This contract included four one year options. The Airport Authority exercised the four options and renewed the contract every year through October 31, 2013.

The contracts contain the Bid Prices, which are the maximum amounts that Allied Waste can charge tenants for refuse removal services, as well as provisions for annual increases. Furthermore, if an inspection or audit discloses a discrepancy in the amount charged to tenants in excess of those specified in the contracts, Allied Waste is required to reimburse the sum of money owed to the tenant plus a service charge of two percent per month. The contracts also stipulate that Allied Waste must pay an annual concession fee to the Airport Authority, as well as provide refuse removal services at no charge for Authority owned and operated facilities at the Airport.

Allied Waste generates invoices for the refuse removal services for tenants at the Airport. In some instances tenants are billed for multiple locations on one invoice. Other times tenants receive multiple invoices for multiple locations. Allied Waste generates its invoices by account number. Therefore, our information and testing is presented by tenant account. Accordingly, a tenant may be listed more than once.

During our engagement, we noted that certain tenants share common refuse containers, which we refer to as shared container tenants. Other tenants use containers specifically assigned to them, which we refer to as individual container tenants. We reviewed all of the invoices Allied Waste issued to PIA tenants for service periods from December 2007 through August 2012. Refuse removal services are billed the month before the service period (IE: August 2012 is billed in July 2012).

Executive Summary

Results in Brief

Finding #1: PIA Tenants Charged Unallowable Fuel/Environmental Recovery Fees and Administrative Fees

During our testing, we noted that Allied Waste charged numerous tenants Fuel/Environmental Recovery fees and/or Administrative fees (Recovery and Administrative Fees) on their invoices. Recovery and Administrative fees are not listed in the Bid prices. Therefore, such fees are unallowable. A total of 31 (25%) accounts out of a total 126 accounts were charged these additional fees totaling \$22,675. The two percent per month service charge totaled \$15,779, resulting in an amount due to the PIA tenants of \$38,454. See Schedule I “Fuel/Environmental Recovery and Administrative Fees” on page 19 for detail by tenant account.

Recommendation #1:

We recommend that management of Allied Waste:

- Issue credits or reimburse each individual tenant the specific amount identified in the report for unallowable Fuel/ Environmental Recovery fees and/or Administrative fees, including the applicable service charge. Overall, these fees total \$38,454.
- Review PIA tenant invoices on a regular basis to ensure that prices billed to these tenants do not exceed those allowed by the contract.
- Communicate the significant compliance requirements to those who are to be held accountable for compliance.

We recommend that the Allegheny County Airport Authority:

- Ensure all PIA tenants receive the proper reimbursement for Fuel/ Environmental Recovery fees and/or Administrative fees from Allied Waste.

Finding #2: Individual Container Tenants Invoiced Incorrectly

We tested a sample the invoices for the individual tenants for the service periods from December 2007 through August 2012. We initially selected one invoice per tenant per contract year to determine if Allied Waste billed the tenant according to the pricing per the contracts. Our testing identified four tenants where the amount billed exceeded the contract amount. We then expanded our testing for these four tenants to include all months in the contract years where the initial testing indentified an overcharge. The tenants were overcharged \$5,703, and the two percent per month service charges totaled \$1,856. Allied Waste has issued credits to three of the tenants in the amount of \$270. Accordingly, Allied Waste still owes \$7,289 to the individual container tenants. See Schedule II “Individual Container Tenants” on page 20 for detail by tenant account.

Executive Summary

Recommendation #2:

We recommend that management of Allied Waste:

- Issue credits or reimburse each individual tenant the specific amount identified in the report for overcharges related to the individual refuse containers, including the applicable service charge. Overall, these overcharges total \$7,289.
- Monitor and review price increase adjustments to ensure that tenants are charged correct prices.

We recommend that the Allegheny County Airport Authority:

- Ensure all PIA tenants receive the proper reimbursement for overcharges for individual refuse containers from Allied Waste.

Finding #3: Shared Container Prices Incorrectly Billed To Tenants

Allied Waste services a total of eight containers on the airside and landside that are used by multiple tenants. The cost of refuse removal services for these shared containers is allocated among all of the shared container tenants on a pro rata basis.

The Allied Waste Account Manager uses an excel spreadsheet (Shared Container Spreadsheet) to calculate the cost for each shared container account based on the total cost of the shared containers and the square footage for each location. We requested this spreadsheet for each month of our engagement period. Allied Waste only provided its current version of the Spreadsheet. It could not provide this detail for the other months in our engagement period. The Allied Waste Account Manager indicated that she does not maintain the prior versions of the file and that there is not any documentation to support the amounts billed to the shared container tenants. The contracts require that Allied Waste maintain all records related to the services provided under the agreements. Therefore, it appears that Allied Waste is not in compliance with the contract terms to maintain all records.

Since Allied Waste could not support the amounts billed to the shared container tenants, we calculated the amount allowed to be billed for each month of the engagement period. Our calculation was based on the invoices provided by Allied Waste, actual refuse removal costs provided by Allied Waste, and the methodology on the Allied Waste Account Manager's Shared Container Spreadsheet. We compared our calculated amounts to the amounts billed and found that the shared container tenants were overbilled by \$84,799. The two percent service charge totaled \$62,596, for a total due to shared container tenants of \$147,395. See Schedule III "Shared Container Tenants" on page 21 for detail by tenant account.

In addition, Allied Waste's refuse removal cost includes a rental charge for the container as well as a refuse removal and disposal cost that is based on the number of times that Allied Waste picks up the container each week. We tested the pick-up frequencies used in

Executive Summary

their calculation against supporting reports and found discrepancies for 6 out of 84 (7%) of the months tested.

Recommendation #3

We recommend that management of Allied Waste:

- Maintain all supporting documentation used to calculate the shared container prices in order to substantiate the shared container pricing.
- Issue credits or reimburse each shared tenant for the specific amount identified in the report for overcharges related to the refuse removal service for the shared containers, including the applicable service charge. Overall, these overcharges total \$147,395.
- Ensure that only the cost for the shared containers is billed to the tenants.
- Adjust the cost for the shared containers:
 - When a new tenant is added or an existing tenant leaves, and
 - If the scheduled number of pick-ups for the container changes.
- Properly document any deviations from the pick-up schedule, including an adequate explanation.

We recommend that the Allegheny County Airport Authority:

- Ensure all PIA tenants receive the proper reimbursement for overcharges for shared refuse containers from Allied Waste.

Finding #4: Required Reports Not Submitted or Submitted Late

The contracts require Allied Waste to provide records detailing the quantity of refuse removed from the Airport to the Airport Authority's Environmental Compliance Manager on a monthly basis. In addition, contract #2108, effective November 1, 2008, requires a yearly summary to be submitted to the Manager by February 28th for each contract year. Our procedures found that Allied Waste did not submit the monthly reports to the Authority's Manager as required by the contracts. In addition, two or the four annual reports were not submitted timely.

Recommendation #4:

We recommend that management of Allied Waste:

- Review and monitor the reporting requirements in the contracts and ensure that monthly refuse removal reports are prepared and submitted to the Airport Authority.
- Ensure that the annual refuse removal report is submitted timely by February 28th, following the end of the contract year.

I. Introduction

The Allegheny County Airport Authority (the Airport Authority) contracted with Browning-Ferris Industries of PA, LLC, (BFI Waste Services of Pennsylvania, LLC), d/b/a Allied Waste Services of Pittsburgh (Allied Waste) to provide refuse removal services for all tenants, occupants, and other users requiring such services at the Pittsburgh International Airport (PIA tenants).

The initial term of contract #1843, awarded under Specification #254, was for one year from September 1, 2007 through August 31, 2008 and included two additional one year options. The Airport Authority authorized the Executive Director to exercise the first year option for the period September 1, 2008 through August 31, 2009.

Before the expiration of the option, the Airport Authority entered into contract #2108, awarded under Specification #294, with Allied Waste for a one year term from November 1, 2008 through October 31, 2009. This contract included four one year options. The Airport Authority exercised the four options and renewed the contract every year through October 31, 2013.

Under the contracts, Allied Waste was granted the exclusive right to supply all refuse removal services for all PIA tenants. The contracts contain the Bid Prices which are the maximum amounts that Allied Waste can charge tenants for refuse removal services. Allied Waste is permitted to increase the Bid Prices by two percent each contract year. However, the extension for contract year ended October 31, 2010 limited the increase to one percent. Furthermore, if an inspection or audit discloses a discrepancy in the amount charged to tenants in excess of those specified in the contracts, Allied Waste is required to reimburse the sum of money owed to the tenant plus a service charge of two percent per month.

The contracts also stipulate that Allied Waste must pay an annual concession fee to the Airport Authority. For contract #1843 the fee was \$1,000, and for contract #2108, the fee increased to \$25,000. The annual concession fees must be paid within 30 days of the Notice of Award or of the commencement of the option year. If such payments due to the Airport Authority are not received within the stipulated time period, the balance is subject to a service charge in the amount of two percent per month of the outstanding amount. Allied Waste paid on time concession fees totaling \$126,000 through November 30, 2012. In addition to the concession fees, Allied Waste is required to provide to the Airport Authority at no charge, refuse removal services for Authority owned and operated facilities at the Airport.

Allied Waste generates invoices for the refuse removal services for tenants at the Airport. In some instances tenants are billed for multiple locations on one invoice. Other times tenants receive multiple invoices for multiple locations. Allied Waste generates its invoices by account number. Therefore, our information and testing is presented by tenant account. Accordingly, a tenant may be listed more than once.

During our engagement, we noted that certain tenants share common refuse containers, which we refer to as shared container tenants. Other tenants use containers specifically

I. Introduction

assigned to them, which we refer to as individual container tenants. Allied Waste provided information for a total of 126 tenant accounts for our engagement period. This total represents the total population of accounts billed during the period. Tenant accounts may not have been present at the airport for the entire engagement period.

<u>Type of Tenant</u>	<u>Number of Tenant Accounts</u>
Individual Container Tenants	43
Shared Container Tenants	87
LESS: Account Numbers In Both	(4)
TOTAL Number of Accounts	<u>126</u>

We reviewed all of the invoices Allied Waste issued to PIA tenants for service periods from December 2007 through August 2012. Refuse removal services are billed the month before the service period (IE: August 2012 is billed in July 2012). Allied Waste changed accounting systems in November 2007, and did not have invoices for October and November 2007.

II. Scope and Methodology

We performed procedures to ensure that Allied Waste was in compliance with the terms of its contracts #1843 and #2108 with the Airport Authority. Our procedures covered the period from November 1, 2007 through July 31, 2012.

Specifically, we performed the following:

- Interviewed Allied Waste personnel to gain an understanding of its billing processes and to document the population of tenants that they serve at the Pittsburgh International Airport.
- Compiled the total Fuel/Environmental Recovery fees and Administrative fees charged to the PIA tenants, including the applicable service charge.
- Issued confirmation letters to a sample of PIA tenants that were not charged the Recovery and Administrative fees.
- Reviewed Allied Waste's price listings to determine if all price increases were in compliance with the contract.
- Analyzed and tested the figures used by Allied Waste to calculate the shared container costs.
- Recalculated the cost for each shared container tenant to determine whether the tenants were accurately charged.
- Sampled individual tenant invoices to determine if they were billed at the appropriate contract rates.
- Applied procedures to determine if Allied Waste submitted all required reports to the Airport Authority.
- Verified that Allied Waste remitted the correct concession fee to the Airport Authority.
- Examined records pertaining to Allied Waste's insurance policies and performance bonds to ensure compliance with the contract.

We performed these procedures from September through February of 2012. We provided a draft copy of this report to the Allegheny County Airport Authority and the General Manager of Allied Waste for response. The responses begin on pages 24 and 27 respectively. The Controller's Office comments to Allied Waste's response begin on page 25.

III. Findings and Recommendations

Finding #1

Allied Waste Charged PIA Tenants Unallowable Fuel/Environmental Recovery Fees and Administrative Fees

Specification #0294, Section XXIV.A.5 and Specification #0254, Section XXV.A.5 of the contracts mandate that Allied Waste cannot charge tenants, occupants and other users of the Airport more than the prices listed in the Bid for refuse removal services. The Bid Price includes amounts for monthly equipment rental charges and weekly refuse removal and disposal costs.

We reviewed all of the invoices Allied Waste issued to PIA tenants for service periods from December 2007 through August 2012. Refuse removal services are billed the month before the service period (IE: August 2012 is billed in July 2012). Allied Waste changed accounting systems in November 2007, and did not have invoices for October and November 2007.

During our testing, we noted that Allied Waste charged numerous tenants Fuel/Environmental Recovery fees and/or Administrative fees (Recovery and Administrative Fees) on their invoices. Recovery and Administrative fees are not listed in the Bid prices. Therefore, such fees are unallowable. A total of 31 (25%) accounts out of a total 126 accounts were charge these additional fees. According to the contracts, a two percent per month service charge is to be added to the amount due.

The total fees and applicable service charge charged for our engagement period are listed below. The amounts due to each tenant account are listed on Schedule I “Fuel/Environmental Recovery and Administrative Fees” on page 19.

	Amount
Recovery and Administrative Fees	\$22,675
Service Charge (2%)	\$15,779
Amount Due to Tenants	\$38,454

Allied Waste management indicated that the tenants were charged the Recovery and Administrative fees in error. During the billing process, a clerk is to put through Allied Wasted vendors that are not required to pay these fees, and flag the vendors that are. The clerk inadvertently flagged these PIA tenants during the invoicing process. It appears that these conditions occurred because Allied Waste’s Billing Department was not reviewing invoices before sending them to their vendors on a regular basis which hampered Allied Waste’s ability to ensure that tenants were not charged additional fees not stipulated in the contracts. Accordingly, Allied Waste is not in compliance with the contract pricing requirements.

III. Findings and Recommendations

Recommendations:

We recommend that Allied Waste management:

- Issue credits or reimburse each individual tenant the specific amount identified in the report for unallowable Fuel/ Environmental Recovery fees and/or Administrative fees, including the applicable service charge. Overall, these fees total \$38,454.
- Review PIA tenant invoices on a regular basis to ensure that prices billed to these tenants do not exceed those allowed by the contract.
- Communicate the significant compliance requirements to those who are to be held accountable for compliance.

We recommend that the Allegheny County Airport Authority:

- Ensure all PIA tenants receive the proper reimbursement for Fuel/ Environmental Recovery fees and/or Administrative fees from Allied Waste.

III. Findings and Recommendations

Finding #2

Allied Waste Invoiced Tenants Incorrectly for Individual Containers

PIA tenants that do not share their refuse containers with another tenant are referred to as “individual container tenants”. The price for these containers includes a rental charge for the container as well as a refuse removal and disposal cost that is based on the number of times Allied Waste picks up the container each week. The total is invoiced to the tenant on a monthly basis. The contracts provide the maximum amounts Allied Waste is permitted to charge, including allowable annual increases.

We tested a sample of the invoices for the individual tenants for the service periods from December 2007 through August 2012. We initially selected one invoice per tenant per contract year to determine if Allied Waste billed the tenant according to the pricing per the contracts. Our testing identified four tenants where the amount billed exceeded the contract amount. We then expanded our testing for these four tenants to include all months in the contract years where the initial testing identified an overcharge. The amounts the tenants were overcharged are summarized in the table below and are listed by tenant account in Schedule II “Individual Container Tenants” on page 20.

Tenant	Amount Overbilled	Service Charge	Total	Service Charge Through	Credit Issued (Note)	Net Amount Due
Delta Airlines	\$ 18	\$ 20	\$ 38	October 2012	Yes	\$ 20
Cargo Force, Inc.	193	42	235	October 2012	Yes	42
Vanguard	59	5	64	October 2012	Yes	5
LSG Sky Chefs	<u>5,433</u>	<u>1,789</u>	<u>7,222</u>	February 2013	No	<u>7,222</u>
TOTAL	<u>\$ 5,703</u>	<u>\$ 1,856</u>	<u>\$ 7,559</u>			<u>\$ 7,289</u>

Note: The credit issued as of October 2012 did not include the Service Charge.

We discussed our observations with the Account Manager at Allied Waste, and she indicated that the PIA tenants were inadvertently charged for incorrect price increases. The Allied Waste Account Manager issued credits to three of the four tenants as noted above. We reviewed copies of the invoices and found that the credits issued did not include the two percent service charge. Allied Waste has not provided documentation to support any credit to LSG Sky Chefs as of March 15, 2013.

III. Findings and Recommendations

Recommendations:

We recommend that Allied Waste management:

- Issue credits or reimburse each individual tenant the specific amount identified in the report for overcharges related to the individual refuse containers, including the applicable service charge. Overall, these overcharges total \$7,289.
- Monitor and review price increase adjustments to ensure that tenants are charged correct prices.

We recommend that the Allegheny County Airport Authority:

- Ensure all PIA tenants receive the proper reimbursement for overcharges for individual refuse containers from Allied Waste.

III. Findings and Recommendations

Finding #3

Shared Container Prices Incorrectly Billed To Tenants

There are numerous tenants at Pittsburgh International Airport that share common refuse containers, which are referred to as shared container tenants. Allied Waste provides a 32-yard trash compactor and a 32-yard recycling compactor on each the airside and the landside. They also provide four 6-yard Verti-Pak Compactors (VIPs) on the airside (one in each of the four concourses). The cost charged by Allied Waste for these eight containers includes a rental charge for the container as well as a refuse removal and disposal cost that is based on the number of times Allied Waste picks up the container each week. The contracts provide the maximum amounts Allied Waste is permitted to charge for these services, including allowable annual increases. The contracts also permit Allied Waste to bill a proportional rate to each tenant when more than one tenant uses a common refuse container.

The Allied Waste Account Manager indicated that costs for all of the shared containers are added together and allocated among the shared container tenants based on square footage. When calculating the square footage for the equation, she uses 100% of the square footage for restaurants and bars, but only 60% of the square footage for all other vendors. Restaurants and bars pay a higher rate because they produce heavier waste.

We noted that numerous shared container tenants have multiple locations at the airport that are billed on under one account number. There are also tenants with multiple locations that are billed under more than one account number. If an account was invoiced for multiple locations, we considered the square footage for each location. However, since Allied Waste generates their invoices by account, the results of our testing are presented by account.

Insufficient Documentation

The contracts require that Allied Waste maintain all records related to the services provided under the agreements.

The Allied Waste Account Manager uses an excel spreadsheet (Shared Container Spreadsheet) to calculate the cost for each shared container account based on the total cost of the shared containers and the square footage for each location. We requested this spreadsheet for each month of our engagement period. Allied Waste only provided its current version of the Spreadsheet. It could not provide this detail for the other months in our engagement period. The Allied Waste Account Manager indicated that she does not maintain the prior versions of the file and that there is not any documentation to support the amounts billed to the shared container tenants. Therefore, it appears that Allied Waste is not in compliance with the contract terms to maintain all records.

III. Findings and Recommendations

Shared Container Tenants Improperly Billed

Since Allied Waste cannot support the amounts billed to the shared container tenants, we calculated the amount allowed to be billed to these tenants for each month of the engagement period and compared our calculated amounts to the amounts billed by Allied Waste. We performed the following procedures to determine if the shared container tenants were overbilled.

We requested the total cost for the eight shared containers from Allied Waste for each contract year. After they provided the amounts, we verified the rates against the contract, including allowed increases, and traced the number of weekly pick-ups to supporting documentation (See page 16).

We reviewed all of the invoices Allied Waste issued to the shared container tenants for service periods from December 2007 through August 2012 to determine the tenants' location code(s) for each month. The Allied Waste Account Manager's Shared Container Spreadsheet lists the square footage for each of the location codes. We then matched the airport location code from the invoice to the code on the Shared Container Spreadsheet. As a result, we were able to determine the square footage for each tenant's location, as well as the total square footage for each month.

Additionally, we used the invoices to document the amount billed to each account for every month for service periods from December 2007 through August 2012.

Using the total cost for the eight containers and the tenants' square footage, we calculated the amount allowed to be billed to each account for each month (auditor's calculation). We compared our calculated amount to the amount billed by Allied Waste on a monthly basis to determine if any shared container tenants were overcharged. Our procedures found that 84 (97%) accounts out of a total 87 accounts were overcharged for their portion of the shared container fees. According to the contracts, a two percent per month service charge is to be added to the amount due. The total overcharges and applicable service charge for our engagement period are listed below. The amounts due for each tenant account are listed on Schedule III "Shared Container Tenants" on page 21.

	Amount
Overbilled Amount	\$84,799
Service Charge	\$62,596
<hr/> Amount Due	<hr/> \$147,395

Without Allied Waste's support for the amounts billed, we cannot verify the cause of these discrepancies. However, based on discussions with the Allied Waste Account Manager, we were able to identify potential causes.

During our discussions with the Allied Waste Account Manager regarding the billing process, she indicated that there are additional containers included in the shared container cost that is allocated to the tenants. There are refuse containers that are strictly used by

III. Findings and Recommendations

the Airport in the Maintenance area. Since Allied Waste must provide refuse removal services for Authority owned and operated facilities at no charge to the Airport Authority, it cannot bill these containers to the airport. Therefore, the Allied Waste Account Manager stated that these costs are added to the cost of the eight shared containers that is billed to the shared container tenants. We discussed this with the Authority's Solicitor who agreed that Allied Waste cannot bill the tenants for services provided to the Authority. Accordingly, we did not include the maintenance area containers during our calculation of the shared container costs.

The Accounting Manager also indicated that if a new tenant enters the Airport, she adds them to her schedule, but she does not reduce the billing for the other tenants. In order to ensure tenants are not paying more than the contract rate, the calculation should be adjusted every time a tenant enters or leaves the Airport.

Number of Container Pick-Ups used in the Shared Container Cost Does Not Agree to Supporting Reports

As stated above, the cost of the shared containers includes a rental charge for the container as well as a refuse removal and disposal cost that is based on the number of times that Allied Waste picks up the container each week. Allied Waste provided us with the monthly cost calculation for each shared container. We tested the pick-up frequencies used in the calculation against supporting reports.

Our procedures found that the pick-up frequency used by the Allied Waste Account Manager in the calculation for the shared container cost did not agree to the supporting reports provided by Allied Waste for 6 of 84 (7%) of the months tested.

Container	# Months Tested	# Months Incorrect	%
VIP – Concourse A	14	0	-
VIP – Concourse B	14	0	-
VIP – Concourse C	14	1	7%
VIP – Concourse D	14	1	7%
Subtotal	56	2	4%
Trash Compactor - Airside	7	2	29%
Recycling Compactor - Airside	7	0	-
Trash Compactor - Landside	7	2	29%
Recycling Compactor - Landside	7	0	-
Subtotal	28	4	14%
TOTAL	84	6	7%

III. Findings and Recommendations

According to the Allied Waste Account Manager, the shared container cost is calculated at the beginning of each contract year. Since Allied Waste does not revise the cost on a monthly basis, we cannot determine if the discrepancies identified during our procedures were only isolated occurrences when the containers were not picked up according to the schedule, or if the actual number of scheduled pick-ups was revised.

Any deviations from the pick-up schedule should be properly documented, including an adequate explanation. If the scheduled number of pick-ups changes during the contract year, the shared container cost should be revised to reflect the accurate total cost.

Recommendations:

We recommend that Allied Waste management:

- Maintain all supporting documentation used to calculate the shared container prices in order to substantiate the shared container pricing.
- Issue credits or reimburse each shared tenant the specific amount identified in the report for overcharges related to the refuse removal service for the shared containers, including the applicable service charge. Overall, these overcharges total \$147,395.
- Ensure that only the cost for the shared containers is billed to the tenants.
- Adjust the cost for the shared containers:
 - When a new tenant is added or an existing tenant leaves, and
 - If the scheduled number of pick-ups for the container changes.
- Properly document any deviations from the pick-up schedule, including an adequate explanation.

We recommend that the Allegheny County Airport Authority:

- Ensure all PIA tenants receive the proper reimbursement for overcharges for shared refuse containers from Allied Waste.

III. Findings and Recommendations

Finding #4

Required Reports Not Submitted or Submitted Late by Allied Waste

The contracts require Allied Waste to provide records detailing the quantity of refuse removed from Pittsburgh International Airport to the Airport Authority's Environmental Compliance Manager on a monthly basis. In addition, Contract #2108, effective November 1, 2008, requires a yearly summary to be submitted to the Manager by February 28th for each contract year.

Our procedures found that Allied Waste did not submit the monthly reports to the Authority's Environmental Compliance Manager as required by the contracts. In addition, we noted that the annual reports were not submitted timely. Allied Waste cannot provide a copy of the report for contract year ending October 31, 2009, and the report for contract year ended October 31, 2012 was submitted 132 days late.

Contract Year Ended	Report Due	Report Submitted	Days Late
October 31, 2009	February 28, 2010	Not Submitted	365
October 31, 2010	February 28, 2011	February 24, 2011	0
October 31, 2011	February 28, 2012	July 9, 2012	132
October 31, 2012	February 28, 2013	February 27, 2012	0

We discussed these concerns with Allied Waste. However, they could not provide an explanation why the reports were never submitted. An effective internal contract compliance monitoring system would help ensure compliance with the contract requirements.

Recommendations:

We recommend that Allied Waste management:

- Review and monitor the reporting requirements in the contracts and ensure that monthly refuse removal reports are prepared and submitted to the Airport Authority.
- Ensure that the annual refuse removal report is submitted timely by February 28th, following the end of the contract year.

Allied Waste Services of Pittsburgh
PIA Tenants Charged Unallowable Fuel / Environmental Recovery and Administrative Fees
For the Period November 2007 through July 2012

Tenant	Account #	Total Fees Billed	2% Service Charge	Total Due
Advantage Rental Car/General American Rentals	1759	\$ 744.47	\$ 428.89	\$ 1,173.36
RSNA Southwest Airlines	2197	966.89	556.46	1,523.35
RSNA Southwest Airlines	10598	138.80	43.97	182.77
RSNA Southwest Airlines	10599	1,058.49	348.53	1,407.02
Mod Squad Cleaning & Maint/ Judy Neely	11876	67.91	23.09	91.00
Epoch 5 Enterprises	13485	261.91	46.00	307.91
Oakleaf Waste Management	6159149	384.68	443.61	828.29
Waste Management/RSNA Sunoco	6196216	2,763.47	1,806.20	4,569.67
Integrated Deicing Service	6257943	82.10	53.90	136.00
US Airways	6278568	48.10	43.29	91.39
US Airways	6278584	150.58	97.64	248.22
US Airways	6278592	84.02	54.75	138.77
US Airways	6278642	80.12	51.00	131.12
US Airways	6278808	157.06	102.43	259.49
US Airways	6278816	157.70	102.24	259.94
US Airways	6278824	80.80	52.84	133.64
Janisco Charley's Grilled Subs	6283295	1,420.56	917.93	2,338.49
Corporate Air	6294235	84.02	54.75	138.77
Mellon Financial Corp/ BNY Mellon	6318950	84.02	54.75	138.77
Great Foods	6327977	2,116.18	1,341.86	3,458.04
Vanguard	6328538	2,885.48	1,778.75	4,664.23
Vanguard	6328546	319.43	339.02	658.45
Oakleaf Waste Management	6329601	781.31	898.27	1,679.58
Wisc	7003908	2,175.86	1,306.21	3,482.07
RSNA Sunglass Hut	7008006	38.97	31.82	70.79
Eckerd/ RSNA Oakleaf	7008105	232.32	278.37	510.69
Mayorga Coffee	7008808	82.10	54.48	136.58
Au Bon Pain	7011521	3,134.51	3,172.54	6,307.05
Paradies Shops	7892458	2,011.03	1,283.67	3,294.70
Federal Express	8000333	66.52	9.31	75.83
Federal Express	8000334	15.61	2.19	17.80
TOTAL		\$ 22,675.02	\$ 15,778.76	\$ 38,453.78

**Allied Waste Services of Pittsburgh
Individual Container Tenants Overbilled
For the Period November 2007 through July 2012**

Tenant	Account #	Amount Overbilled	2% Service Charge	Total Due	Less: Credit Issued	Net Amount Due
Cargo Force Inc	5558	\$ 192.89	\$ 41.76	\$ 234.65	\$ (192.89)	\$ 41.76
LSG Sky Chefs	6178305	5,433.10	1,789.36	7,222.46	-	7,222.46
Delta Airlines	6300271	18.36	20.01	38.37	(18.36)	20.01
Vanguard	6328538	58.51	4.65	63.16	(58.51)	4.65
TOTAL		\$ 5,702.86	\$ 1,855.78	\$ 7,558.64	\$ (269.76)	\$ 7,288.88

**Allied Waste Services of Pittsburgh
Shared Container Tenants Overbilled
For the Period November 2007 through July 2012**

Tenant	Account #	Amount Overbilled	2% Service Charge	Total Due
General Nutrition Center	771	\$ 235.22	\$ 151.21	\$ 386.43
Bijoux Bellagio	777	457.07	290.56	747.63
City of Bridges Joint Venture	1921	972.90	579.53	1,552.43
RSNA Southwest Airlines	2197	712.06	470.56	1,182.62
SWATCH	3827	115.37	57.47	172.84
Rice and Noodle, LLC	3901	265.73	123.37	389.10
Ultra Stores Inc	4093	329.32	115.60	444.92
Nature's Kitchen/Janis Concession	6602	13,722.94	5,479.52	19,202.46
Massage Bar, Inc	6685	137.64	58.17	195.81
RSNA Southwest Airlines	10598	598.81	166.00	764.81
Epoch 5 Enterprises	13485	28.00	4.48	32.48
Airport Partners	13906	13.63	2.09	15.72
Bar Symon Pgh Intl Airport	14082	38.08	5.85	43.93
RSNA Oakleaf BGB Store	14173	6.58	0.92	7.50
Kings Jewelry	2871556	35.48	38.29	73.77
BROOKSTONE	6159131	741.36	472.79	1,214.15
Oakleaf Waste Management	6159149	61.35	68.75	130.10
Hat World/Lids	6183727	332.42	210.62	543.04
United Airlines	6247225	271.61	178.06	449.67
US Airways	6278824	19,712.21	18,557.57	38,269.78
Janisco Charley's Grilled Subs	6283295	305.72	200.53	506.25
USA 3000	6292528	106.95	105.33	212.28
L'Occitane	6294268	457.09	291.42	748.51
Airport Wireless Palm/Tech Interaction	6294300	306.51	201.65	508.16
Xpres Spa	6294573	379.75	280.54	660.29
Northwest Airlines/Delta Airlines	6299440	245.22	155.43	400.65
Delta Airlines	6300289	776.28	508.50	1,284.78
Black Dog Ventures	6304489	126.80	84.84	211.64
Crocodile Kiosk	6310882	110.00	67.68	177.68
Jet Blue Airways	6312060	270.63	172.25	442.88
Project Horizon	6317317	186.39	117.83	304.22
Subway	6317325	618.41	364.63	983.04
Great Foods	6327977	561.88	398.85	960.73
Vanguard	6328546	232.73	152.79	385.52
Estee Lauder Companies, Inc	7000003	164.46	128.13	292.59
Pajama Shop	7000011	1,461.34	893.64	2,354.98
Perfumania Store	7000029	15.90	19.74	35.64
Johnston and Murphy	7000128	448.78	293.89	742.67
Soxx Shop	7000136	289.68	167.50	457.18
Oakleaf Waste Management	7000169	108.58	121.76	230.34
Genco General/ Genco PIA	7000623	460.13	301.37	761.50
Hertz Car Rental Corp	7001019	27.56	31.44	59.00
Bombardier Transportaion	7002124	106.95	105.33	212.28

**Allied Waste Services of Pittsburgh
Shared Container Tenants Overbilled
For the Period November 2007 through August 2012**

Tenant	Account #	Amount Over Billed	2% Service Charge	Total Due
Greater Pittsburgh Convention	7002132	172.62	113.05	285.67
American Eagle Airlines	7002900	258.87	169.54	428.41
Airlines Transport Co	7003015	258.87	169.54	428.41
Continental Airlines	7003106	261.98	171.96	433.94
Avis Budget Group, Inc	7004211	230.08	150.71	380.79
Dollar Rent a Car Pittsburgh	7004401	232.86	152.86	385.72
Dollar Rent a Car	7004419	230.08	150.71	380.79
Buth-Na-Bodhaige, Inc	7006505	495.37	217.45	712.82
Gladco	7006802	3,023.47	2,008.91	5,032.38
BAA/Airmall Pittsburgh, Inc	7006919	172.62	113.05	285.67
McDonalds	7007008	1,487.15	942.28	2,429.43
Travelex	7007305	186.31	122.05	308.36
Paradies Shops	7007503	2,825.28	1,752.13	4,577.41
Sbarro Inc	7007800	424.53	278.03	702.56
RSNA Sunglass Hut	7008006	106.74	64.81	171.55
Eckerd/RSNA Oakleaf	7008105	64.87	72.07	136.94
Tie Rack	7008204	49.30	48.63	97.93
Hudson Booksellers	7008303	3,798.71	3,098.22	6,896.93
Bon Voyage Travel Store	7008600	373.12	244.18	617.30
Janis Concession	7008766	280.85	183.97	464.82
Mayorga Coffee	7008808	289.98	193.74	483.72
Smarte Carte	7009129	172.62	113.05	285.67
TGI Fridays	7009400	4,443.00	2,909.92	7,352.92
Americana CBR Inc/ CBR Specialty	7009608	828.59	519.23	1,347.82
Wok N Roll	7011307	89.32	92.00	181.32
Au Bon Pain	7011513	362.65	358.89	721.54
Au Bon Pain	7011521	13,599.04	13,524.41	27,123.45
Stralco Inc	7011703	8.52	10.74	19.26
Fat Tuesday (B Concourse)	7012255	435.37	430.86	866.23
Nine West/Jones Apparel	7012560	243.78	159.59	403.37
Signatures (B Concourse)	7012610	14.14	17.46	31.60
Godiva Chocolatier	7014251	231.86	151.57	383.43
Dogs & Cats (A Concourse)/CBR	7015415	314.73	206.05	520.78
Avis Budget Group, Inc	7024524	230.08	150.71	380.79
Aircraft Services (Landside)	7025414	258.87	169.54	428.41
Creative Kidstuff/CBR Specialty Retail	7052418	496.36	325.42	821.78
Airport Wireless Palm	7061609	20.32	25.10	45.42
Enterprise Rent A Car	7102189	230.08	150.71	380.79
Mayorga Coffee	7349657	359.68	239.57	599.25
Swarovski	7666662	230.99	151.31	382.30
Paradies Shops	7892458	449.80	275.18	724.98
TOTAL		\$ 84,798.98	\$ 62,595.68	\$ 147,394.66

**Allied Waste Services of Pittsburgh
Summary of All Amounts Overbilled
For the Period November 2007 through July 2012**

Schedule	Category	Amount Overbilled	2% Service Charge	Less: Credit Issued	Total Due
I	Fuel and Administrative Fees	\$ 22,675.02	\$ 15,778.76	\$ -	\$ 38,453.78
II	Individual Container Tenants	5,702.86	1,855.78	(269.76)	7,288.88
III	Shared Container Tenants	84,798.98	62,595.68	-	147,394.66
TOTAL		\$ 113,176.86	\$ 80,230.22	\$ (269.76)	\$ 193,137.32



Allegheny County Airport Authority

Pittsburgh International Airport

Landside Terminal, 4th Floor Mezz.

PO Box 12370

Pittsburgh, PA 15231-0370

p: 412.472.3500

March 12, 2013

Lori Churilla
Assistant Deputy Controller, Auditing
County of Allegheny
Office of the Controller
436 Grant Street, 104 Courthouse
Pittsburgh, PA 15219-2498

RE: Contract Compliance Procedures Applied to Browning-Ferris Industries of PA, LLC (d/b/a Allied Waste Services of Pittsburgh) and the Allegheny County Airport Authority for the Period November 1, 2007 through July 31, 2012

Dear Ms. Churilla:

ACAA Management has reviewed the subject compliance audit report and concurs with the four Findings and Recommendations of the audit.

Please finalize and release this audit report.

Sincerely,

Stephen W. Robinson
Controller

cc: James R. Gill, CPA, A.A.E.
Bradley D. Penrod, A.A.E.



Controller's Office Comments to Allied Waste's Response

Finding #1

The Controller's Office calculation of \$3,134.51 in fees for Au Bon Pain #7011521 is based on invoices provided by Allied Waste. Allied Waste's calculation does not include 22 months of invoices for service periods from January 2008 through October 2009. See the Controller's Office detailed spreadsheet on page 26. The overbilled fees of \$3,134.51 result in a 2% service charge of \$3,172.54 for a total due of \$6,307.05.

Finding #2

The Controller's Office calculation for LSG Sky Chefs #6178305 of \$5,433.10 is based on invoices provide by Allied Waste. Allied Waste's calculation results in a difference of \$486.07 (\$447.66 in overcharges and \$38.41 for the 2% service charge). Once again, Allied Waste's calculation does not include the service period August 2012 which amounts to \$323.48 of the difference. Additionally, it appears that Allied Waste is not including the correct number of container pick-ups in its calculation even though the pick-ups are substantiated on the invoices.

Finding #3

During our fieldwork, Allied Waste told the Controller's Office that it could not provide the calculations to support the amounts billed to the shared container tenants. Therefore, the auditors used Allied Waste's invoices, Allied Waste's Account Manager's Shared Container Spreadsheet, and monthly cost of the shared containers (which was also provided by the Account Manager) to determine if the shared container tenants were overbilled. All information used in the Controller's Office calculation was provided by Allied Waste.

The Controller's Office met with the Airport Authority and Allied Waste on March 12, 2013 to explain in detail the results of our report. In addition, the Controller's Office met exclusively with Allied Waste's Account Manager and Accountant, who are responsible for the billings, on March 15, 2013 to review the detailed calculations of the overcharges.

Allied Waste is using adjusted monthly cost figures to support its response that the shared container tenants were not overcharged. In addition, Allied Waste's calculations do not include all of the tenants that were issued invoices for the selected months. These differences result in a higher allowed cost per square foot, which makes it appear that tenants were not overcharged. The original documentation provided by Allied Waste to the Controller's Office supports the overcharges in our report.

Finding #4

We concur.

Controller's Office Comment to Allied Waste's Response for Finding #1 (Au Bon Pain #7011521)

Allied Waste Calculation			Controller's Office Calculation		
Invoice Date	Fees Charged	2% Service Charge	Service Period	Fees Charged	2% Service Charge
Nov 07	\$ 88.63	\$ 1.77	Dec 07	\$ 88.63	\$ 111.67
Dec 07		\$ 1.77	Jan 08	\$ 93.68	\$ 116.16
Jan 08		\$ 1.77	Feb 08	\$ 93.18	\$ 113.68
Feb 08		\$ 1.77	March 08	\$ 92.50	\$ 111.00
March 08		\$ 1.77	April 08	\$ 112.51	\$ 132.76
April 08		\$ 1.77	May 08	\$ 117.30	\$ 136.07
May 08		\$ 1.77	June 08	\$ 122.61	\$ 139.78
June 08		\$ 1.77	July 08	\$ 138.04	\$ 154.60
July 08		\$ 1.77	Aug 08	\$ 137.49	\$ 151.24
Aug 08		\$ 1.77	Sept 08	\$ 139.17	\$ 150.30
Sept 08		\$ 1.77	Oct 08	\$ 131.88	\$ 139.79
Oct 08		\$ 1.77	Nov 08	\$ 191.24	\$ 198.89
Nov 08		\$ 1.77	Dec 08	\$ 180.17	\$ 183.77
Dec 08		\$ 1.77	Jan 09	\$ 145.23	\$ 145.23
Jan 09		\$ 1.77	Feb 09	\$ 133.64	\$ 130.97
Feb 09		\$ 1.77	March 09	\$ 120.23	\$ 115.42
March 09		\$ 1.77	April 09	\$ 117.12	\$ 110.09
April 09		\$ 1.77	May 09	\$ 116.22	\$ 106.92
May 09		\$ 1.77	June 09	\$ 116.22	\$ 104.60
June 09		\$ 1.77	July 09	\$ 118.45	\$ 104.24
July 09		\$ 1.77	Aug 09	\$ 123.41	\$ 106.13
Aug 09		\$ 1.77	Sept 09	\$ 122.58	\$ 102.97
Sept 09		\$ 1.77	Oct 09	\$ 125.88	\$ 103.22
Oct 09		\$ 1.77	Nov 09	\$ 124.64	\$ 99.71
Nov 09	\$ 131.24	\$ 4.40	Dec 09	\$ 131.24	\$ 102.37
Dec 09	\$ 131.24	\$ 7.02	Jan 10	\$ 131.24	\$ 0.95
Jan 10	\$ (129.99)	\$ 4.42	Feb 10	\$ (129.99)	
Feb 10		\$ 4.42	March 10		
March 10		\$ 4.42	April 10		
April 10		\$ 4.42	May 10		
May 10		\$ 4.42	June 10		
June 10		\$ 4.42	July 10		
July 10		\$ 4.42	Aug 10		
Aug 10		\$ 4.42	Sept 10		
Sept 10		\$ 4.42	Oct 10		
Oct 10		\$ 4.42	Nov 10		
Nov 10		\$ 4.42	Dec 10		
Dec 10		\$ 4.42	Jan 11		
Jan 11		\$ 4.42	Feb 11		
Feb 11		\$ 4.42	March 11		
March 11		\$ 4.42	April 11		
April 11		\$ 4.42	May 11		
May 11		\$ 4.42	June 11		
June 11		\$ 4.42	July 11		
July 11		\$ 4.42	Aug 11		
Aug 11		\$ 4.42	Sept 11		
Sept 11		\$ 4.42	Oct 11		
Oct 11		\$ 4.42	Nov 11		
Nov 11		\$ 4.42	Dec 11		
Dec 11		\$ 4.42	Jan 12		
Jan 12		\$ 4.42	Feb 12		
Feb 12		\$ 4.42	March 12		
March 12		\$ 4.42	April 12		
April 12		\$ 4.42	May 12		
May 12		\$ 4.42	June 12		
June 12		\$ 4.42	July 12		
July 12		\$ 4.42	Aug 12		
	<u>\$ 221.12</u>	<u>\$ 191.06</u>		<u>\$ 3,134.51</u>	<u>\$ 3,172.54</u>
		<u>\$ 412.18</u>			<u>\$ 6,307.05</u>

Note- Allied Waste invoices tenants one month in advance. Allied Waste's calculation is based on invoice date. The Controller's Office calculation is based on service period date from invoices provided by Allied Waste.



March 20, 2013

Ms. Chelsa Wagner
Controller
County of Allegheny
Office of the Controller
104 Courthouse
436 Grant St.
Pittsburgh, PA 15219

Dear Ms. Wagner,

Our responses to the draft report entitled *Browning Ferris Industries of PA, LLC (d/b/a Allied Waste Services of Pittsburgh) Report on Contract Compliance Procedures at the Pittsburgh International Airport for the Period November 1, 2007 through July 31, 2012* are as follows:

III. Findings and Recommendations: *Finding #1*

- Republic Services has reviewed the charges for Fuel/Environmental Recovery fees, and Administrative fees charged in error. Republic Services has credited or refunded \$32,558.92 of the recommended total of \$38,454.00. The difference in this finding is due to Au Bon Pain # 7011521. The findings stated this account was overbilled \$3,134.51 in fees but the actual amount of fees charged to this account were \$221.12 resulting in a 2% service charge of \$191.06 for a total credit of \$412.19 which was refunded to the account (*See Schedule 1 for detail*).
- Republic Services will review the PIA accounts at a minimum of one time per month to ensure fees are not turned on to reflect charges.
- Republic Services is aware of the significance of the compliance requirements detailed in the contract. Allied will instruct a representative from our company to monitor these accounts monthly to ensure compliance.

III. Findings and Recommendations: *Finding #2*

- Republic Services has reviewed the over charges related to the individual refuse containers including applicable service charges and agrees with the charges associated with Cargo Force # 5558, Delta Airlines # 6300271 and Vanguard # 6328538. Credits were issued for these accounts totaling \$336.18. Republic Services disagrees with the finding for LSG Sky Chefs # 6178305. This finding states this account was over billed by \$5,433.10 but Republic Services' review shows an over billing of \$4,985.44 which required a 2% service charge of \$1,750.95 totaling \$6,736.39 (*See Schedule 2 for detail*). A credit was issued in

January 2013 for \$599.11 leaving a balance of \$6,137.28 which was credited in March 2013.

- Republic Services will review PIA accounts at a minimum of one time per month to ensure pricing is accurate and in compliance with the PIA contracted pricing schedule.

III. Findings and Recommendations: *Finding #3*

- Barbara Borner, Major Account Executive representative or other company representative will update and maintain a new monthly Excel spreadsheet for each individual month of the PIA contract.
- Republic Services has reviewed and disagrees with the finding that recommends Republic Services reimburse accounts for overcharges totaling \$147,395.00. Republic Services believes the shared containers were billed as accurately as possible per the information provided by the PIA at the time the billing was completed. It is also believed that the total amounts billed by month to the shared tenants did not exceed the maximum allowable monthly billing per the PIA contract based off the containers pick up frequency (*See Schedule 3 for detail*). Republic Services selected two months, February 2009 and July 2012 as a sample for comparison to the findings and the detail shows that in total the invoiced amounts were less than the allowable monthly billing (*See Schedules 4 & 5 for detail*). Republic Services requests that the PIA supply Republic Services with current tenant information noting new and closed tenants, as well as changes in square footage by the 15th of each month to ensure accurate monthly billing of the shared containers. Republic Services also requests that no penalties be levied for this finding beyond February 2013 if disputes continue.

III. Findings and Recommendations: *Finding #4*

- Republic Services will submit monthly tonnage reports to the PIA.
- Republic Services will submit the prior year annual report prior to February 28th each year.

If you have any questions please do not hesitate to contact me. Additionally Republic Services Management is available for additional meetings if necessary.

Sincerely,



Brent Bowker
General Manager
Republic Services, Inc.
(412) 812-7175
BBowker@republicservices.com

Schedule 1

<u>Au Bon Pain # 7011521</u>	<u>Fees Charged</u>	<u>2% Service Charge</u>
November-07	\$ 88.63	\$ 1.77
December-07		\$ 1.77
January-08		\$ 1.77
February-08		\$ 1.77
March-08		\$ 1.77
April-08		\$ 1.77
May-08		\$ 1.77
June-08		\$ 1.77
July-08		\$ 1.77
August-08		\$ 1.77
September-08		\$ 1.77
October-08		\$ 1.77
November-08		\$ 1.77
December-08		\$ 1.77
January-09		\$ 1.77
February-09		\$ 1.77
March-09		\$ 1.77
April-09		\$ 1.77
May-09		\$ 1.77
June-09		\$ 1.77
July-09		\$ 1.77
August-09		\$ 1.77
September-09		\$ 1.77
October-09		\$ 1.77
November-09	\$ 131.24	\$ 4.40
December-09	\$ 131.24	\$ 7.02
January-10	\$ (129.99)	\$ 4.42
February-10		\$ 4.42
March-10		\$ 4.42
April-10		\$ 4.42
May-10		\$ 4.42
June-10		\$ 4.42
July-10		\$ 4.42
August-10		\$ 4.42
September-10		\$ 4.42
October-10		\$ 4.42
November-10		\$ 4.42
December-10		\$ 4.42
January-11		\$ 4.42
February-11		\$ 4.42
March-11		\$ 4.42
April-11		\$ 4.42
May-11		\$ 4.42
June-11		\$ 4.42
July-11		\$ 4.42
August-11		\$ 4.42
September-11		\$ 4.42
October-11		\$ 4.42
November-11		\$ 4.42
December-11		\$ 4.42
January-12		\$ 4.42
February-12		\$ 4.42
March-12		\$ 4.42
April-12		\$ 4.42
May-12		\$ 4.42
June-12		\$ 4.42
July-12		\$ 4.42
	\$ 221.12	\$ 191.06
		<u>\$ 412.18</u>

Schedule 2

	Billed Through InfoPro				Billing per Contract				Difference	Over Billed Amount	2% Service Charge
	Rental	# of Hauls	Haul Rate	Total Billed	Rental	Haul Rate	Billing per Contract				
November-07	\$ 468.18	0	\$ -	\$ 468.18	\$ 468.18	\$ 260.10	\$ 468.18	\$ -			
December-07	\$ 468.18	1	\$ 260.10	\$ 728.28	\$ 468.18	\$ 260.10	\$ 728.28	\$ -			
January-08	\$ 468.18	1	\$ 260.10	\$ 728.28	\$ 468.18	\$ 260.10	\$ 728.28	\$ -			
February-08	\$ 468.18	1	\$ 260.10	\$ 728.28	\$ 468.18	\$ 260.10	\$ 728.28	\$ -			
March-08	\$ 468.18	1	\$ 260.10	\$ 728.28	\$ 468.18	\$ 260.10	\$ 728.28	\$ -			
April-08	\$ 468.18	1	\$ 260.10	\$ 728.28	\$ 468.18	\$ 260.10	\$ 728.28	\$ -			
May-08	\$ 468.18	1	\$ 260.10	\$ 728.28	\$ 468.18	\$ 260.10	\$ 728.28	\$ -			
June-08	\$ 468.18	0	\$ -	\$ 468.18	\$ 468.18	\$ 260.10	\$ 468.18	\$ -			
July-08	\$ 468.18	1	\$ 260.10	\$ 728.28	\$ 468.18	\$ 260.10	\$ 728.28	\$ -			
August-08	\$ 468.18	2	\$ 260.10	\$ 988.38	\$ 468.18	\$ 260.10	\$ 988.38	\$ -			
September-08	\$ 468.18	1	\$ 260.10	\$ 728.28	\$ 468.18	\$ 260.10	\$ 728.28	\$ -			
October-08	\$ 395.00	2	\$ 260.10	\$ 915.20	\$ 395.00	\$ 260.10	\$ 915.20	\$ -			
November-08	\$ 395.00	1	\$ 260.10	\$ 655.10	\$ 395.00	\$ 466.00	\$ 861.00	\$ (205.90)			
December-08	\$ 395.00	3	\$ 466.00	\$ 1,793.00	\$ 395.00	\$ 466.00	\$ 1,793.00	\$ -			
January-09	\$ 395.00	2	\$ 466.00	\$ 1,327.00	\$ 395.00	\$ 466.00	\$ 1,327.00	\$ -			
February-09	\$ 395.00	2	\$ 466.00	\$ 1,327.00	\$ 395.00	\$ 466.00	\$ 1,327.00	\$ -			
March-09	\$ 395.00	3	\$ 466.00	\$ 1,793.00	\$ 395.00	\$ 466.00	\$ 1,793.00	\$ -			
April-09	\$ 395.00	2	\$ 466.00	\$ 1,327.00	\$ 395.00	\$ 466.00	\$ 1,327.00	\$ -			
May-09	\$ 395.00	3	\$ 466.00	\$ 1,793.00	\$ 395.00	\$ 466.00	\$ 1,793.00	\$ -			
June-09	\$ 395.00	3	\$ 466.00	\$ 1,793.00	\$ 395.00	\$ 466.00	\$ 1,793.00	\$ -			
July-09	\$ 395.00	5	\$ 466.00	\$ 2,725.00	\$ 395.00	\$ 466.00	\$ 2,725.00	\$ -			
August-09	\$ 395.00	4	\$ 466.00	\$ 2,259.00	\$ 395.00	\$ 466.00	\$ 2,259.00	\$ -			
September-09	\$ 395.00	4	\$ 466.00	\$ 2,259.00	\$ 395.00	\$ 466.00	\$ 2,259.00	\$ -			
October-09	\$ 395.00	5	\$ 466.00	\$ 2,725.00	\$ 398.95	\$ 466.00	\$ 2,725.00	\$ -			
November-09	\$ 395.00	5	\$ 466.00	\$ 2,725.00	\$ 398.95	\$ 470.66	\$ 2,752.25	\$ (27.25)			
December-09	\$ 395.00	4	\$ 466.00	\$ 2,259.00	\$ 398.95	\$ 470.66	\$ 2,281.59	\$ (22.59)			
January-10	\$ 395.00	5	\$ 466.00	\$ 2,725.00	\$ 398.95	\$ 470.66	\$ 2,752.25	\$ (27.25)			
February-10	\$ 395.00	4	\$ 466.00	\$ 2,259.00	\$ 398.95	\$ 470.66	\$ 2,281.59	\$ (22.59)			
March-10	\$ 395.00	4	\$ 466.00	\$ 2,259.00	\$ 398.95	\$ 470.66	\$ 2,281.59	\$ (22.59)			
April-10	\$ 418.70	2	\$ 466.00	\$ 1,350.70	\$ 398.95	\$ 470.66	\$ 1,340.27	\$ 10.43	10.43	\$ 0.21	
May-10	\$ 418.70	4	\$ 493.96	\$ 2,394.54	\$ 398.95	\$ 470.66	\$ 2,281.59	\$ 112.95	\$ 123.38	\$ 2.47	
June-10	\$ 418.70	4	\$ 493.96	\$ 2,394.54	\$ 398.95	\$ 470.66	\$ 2,281.59	\$ 112.95	\$ 236.33	\$ 4.73	
July-10	\$ 418.70	5	\$ 493.96	\$ 2,888.50	\$ 398.95	\$ 470.66	\$ 2,752.25	\$ 136.25	\$ 372.58	\$ 7.45	
August-10	\$ 418.70	4	\$ 493.96	\$ 2,394.54	\$ 398.95	\$ 470.66	\$ 2,281.59	\$ 112.95	\$ 485.53	\$ 9.71	
September-10	\$ 418.70	5	\$ 493.96	\$ 2,888.50	\$ 398.95	\$ 470.66	\$ 2,752.25	\$ 136.25	\$ 621.78	\$ 12.44	
October-10	\$ 406.93	4	\$ 493.96	\$ 2,382.77	\$ 406.93	\$ 470.66	\$ 2,281.59	\$ 101.18	\$ 722.96	\$ 14.46	
November-10	\$ 406.93	4	\$ 480.07	\$ 2,327.21	\$ 406.93	\$ 480.07	\$ 2,327.21	\$ -	\$ 722.96	\$ 14.46	
December-10	\$ 406.93	4	\$ 480.07	\$ 2,327.21	\$ 406.93	\$ 480.07	\$ 2,327.21	\$ -	\$ 722.96	\$ 14.46	
January-11	\$ 406.93	4	\$ 480.07	\$ 2,327.21	\$ 406.93	\$ 480.07	\$ 2,327.21	\$ -	\$ 722.96	\$ 14.46	
February-11	\$ 406.93	4	\$ 480.07	\$ 2,327.21	\$ 406.93	\$ 480.07	\$ 2,327.21	\$ -	\$ 722.96	\$ 14.46	
March-11	\$ 406.93	5	\$ 480.07	\$ 2,807.28	\$ 406.93	\$ 480.07	\$ 2,807.28	\$ -	\$ 722.96	\$ 14.46	
April-11	\$ 406.93	4	\$ 542.48	\$ 2,576.85	\$ 406.93	\$ 480.07	\$ 2,327.21	\$ 249.64	\$ 972.60	\$ 19.45	
May-11	\$ 406.93	4	\$ 542.48	\$ 2,576.85	\$ 406.93	\$ 480.07	\$ 2,327.21	\$ 249.64	\$ 1,222.24	\$ 24.44	
June-11	\$ 406.93	5	\$ 542.48	\$ 3,119.33	\$ 406.93	\$ 480.07	\$ 2,807.28	\$ 312.05	\$ 1,534.29	\$ 30.69	
July-11	\$ 406.93	3	\$ 542.48	\$ 2,034.37	\$ 406.93	\$ 480.07	\$ 1,847.14	\$ 187.23	\$ 1,721.52	\$ 34.43	
August-11	\$ 406.93	5	\$ 542.48	\$ 3,119.33	\$ 406.93	\$ 480.07	\$ 2,807.28	\$ 312.05	\$ 2,033.57	\$ 40.67	
September-11	\$ 406.93	4	\$ 542.48	\$ 2,576.85	\$ 406.93	\$ 480.07	\$ 2,327.21	\$ 249.64	\$ 2,283.21	\$ 45.66	
October-11	\$ 412.01	4	\$ 542.48	\$ 2,581.93	\$ 415.07	\$ 480.07	\$ 2,327.21	\$ 254.72	\$ 2,537.93	\$ 50.76	
November-11	\$ 412.01	4	\$ 542.48	\$ 2,581.93	\$ 415.07	\$ 489.67	\$ 2,373.75	\$ 208.18	\$ 2,746.11	\$ 54.92	
December-11	\$ 412.01	5	\$ 542.48	\$ 3,124.41	\$ 415.07	\$ 489.67	\$ 2,863.42	\$ 260.99	\$ 3,007.10	\$ 60.14	
January-12	\$ 412.01	4	\$ 542.48	\$ 2,581.93	\$ 415.07	\$ 489.67	\$ 2,373.75	\$ 208.18	\$ 3,215.28	\$ 64.31	
February-12	\$ 420.25	4	\$ 542.48	\$ 2,590.17	\$ 415.07	\$ 489.67	\$ 2,373.75	\$ 216.42	\$ 3,431.70	\$ 68.63	
March-12	\$ 420.25	5	\$ 553.33	\$ 3,186.90	\$ 415.07	\$ 489.67	\$ 2,863.42	\$ 323.48	\$ 3,755.18	\$ 75.10	
April-12	\$ 420.25	4	\$ 553.33	\$ 2,633.57	\$ 415.07	\$ 489.67	\$ 2,373.75	\$ 259.82	\$ 4,015.00	\$ 80.30	
May-12	\$ 420.25	5	\$ 553.33	\$ 3,186.90	\$ 415.07	\$ 489.67	\$ 2,863.42	\$ 323.48	\$ 4,338.48	\$ 86.77	
June-12	\$ 420.25	5	\$ 553.33	\$ 3,186.90	\$ 415.07	\$ 489.67	\$ 2,863.42	\$ 323.48	\$ 4,661.96	\$ 93.24	
July-12	\$ 420.25	5	\$ 553.33	\$ 3,186.90	\$ 415.07	\$ 489.67	\$ 2,863.42	\$ 323.48	\$ 4,985.44	\$ 99.71	
									Aug 12 - Feb 13	\$ 697.96	
Overcharge Total:									\$ 4,985.44	Service Charge Total:	\$ 1,750.95
										\$ 6,736.39	
Credit issued 1/2013										\$ (599.11)	
										\$ 6,137.28	

Schedule 3

Page 1

Maximum Allowable Billing Based On Container Frequency

11/1/08 - 7/31/09

<u>Location</u>	<u>Size</u>	<u>Frequency</u>	<u>Rental</u>	<u>\$ per Pick up</u>	<u>Cost per Month</u>
Concourse A	6 yd VIP	7	\$ 150.00	\$ 34.87	\$ 1,206.91
Concourse B	6 yd VIP	7	\$ 150.00	\$ 34.87	\$ 1,206.91
Concourse C	6 yd VIP	7	\$ 150.00	\$ 34.87	\$ 1,206.91
Concourse D	6 yd VIP	7	\$ 150.00	\$ 34.87	\$ 1,206.91
Airside Trash	32 Yd Compactor	3	\$ 395.00	\$ 466.00	\$ 6,448.34
Airside Recycle	32 Yd Compactor	1	\$ 395.00	\$ 335.00	\$ 1,845.55
Landside Trash	32 Yd Compactor	2	\$ 395.00	\$ 466.00	\$ 4,430.56
Landside Recycle	32 Yd Compactor	0.5	\$ 395.00	\$ 335.00	\$ 1,120.28
					\$ 18,672.36

8/1/09 - 10/31/09

<u>Location</u>	<u>Size</u>	<u>Frequency</u>	<u>Rental</u>	<u>\$ per Pick up</u>	<u>Cost per Month</u>
Concourse A	6 yd VIP	5	\$ 150.00	\$ 34.87	\$ 904.94
Concourse B	6 yd VIP	6	\$ 150.00	\$ 34.87	\$ 1,055.92
Concourse C	6 yd VIP	6	\$ 150.00	\$ 34.87	\$ 1,055.92
Concourse D	6 yd VIP	6	\$ 150.00	\$ 34.87	\$ 1,055.92
Airside Trash	32 Yd Compactor	2	\$ 395.00	\$ 466.00	\$ 4,430.56
Airside Recycle	32 Yd Compactor	1	\$ 395.00	\$ 335.00	\$ 1,845.55
Landside Trash	32 Yd Compactor	1	\$ 395.00	\$ 466.00	\$ 2,412.78
Landside Recycle	32 Yd Compactor	0.5	\$ 395.00	\$ 335.00	\$ 1,120.28
					\$ 13,881.87

11/1/09 - 11/30/09

<u>Location</u>	<u>Size</u>	<u>Frequency</u>	<u>Rental</u>	<u>\$ per Pick up</u>	<u>Cost per Month</u>
Concourse A	6 yd VIP	5	\$ 151.50	\$ 35.22	\$ 914.01
Concourse B	6 yd VIP	6	\$ 151.50	\$ 35.22	\$ 1,066.52
Concourse C	6 yd VIP	6	\$ 151.50	\$ 35.22	\$ 1,066.52
Concourse D	6 yd VIP	6	\$ 151.50	\$ 35.22	\$ 1,066.52
Airside Trash	32 Yd Compactor	2	\$ 398.95	\$ 470.66	\$ 4,474.87
Airside Recycle	32 Yd Compactor	1	\$ 398.95	\$ 338.35	\$ 1,864.01
Landside Trash	32 Yd Compactor	1	\$ 398.95	\$ 470.66	\$ 2,436.91
Landside Recycle	32 Yd Compactor	0.5	\$ 398.95	\$ 338.35	\$ 1,131.48
					\$ 14,020.82

Schedule 3

Page 2

12/1/09 - 4/30/10

<u>Location</u>	<u>Size</u>	<u>Frequency</u>	<u>Rental</u>	<u>\$ per Pick up</u>	<u>Cost per Month</u>
Concourse A	6 yd VIP	5	\$ 151.50	\$ 35.22	\$ 914.01
Concourse B	6 yd VIP	6	\$ 151.50	\$ 35.22	\$ 1,066.52
Concourse C	6 yd VIP	6	\$ 151.50	\$ 35.22	\$ 1,066.52
Concourse D	6 yd VIP	6	\$ 151.50	\$ 35.22	\$ 1,066.52
Airside Trash	32 Yd Compactor	2	\$ 398.95	\$ 470.66	\$ 4,474.87
Airside Recycle	32 Yd Compactor	1	\$ 398.95	\$ 338.35	\$ 1,864.01
Landside Trash	32 Yd Compactor	1	\$ 398.95	\$ 470.66	\$ 2,436.91
Landside Recycle	32 Yd Compactor	1	\$ 398.95	\$ 338.35	\$ 1,864.01
					\$ 14,753.34

5/1/10 - 10/31/10

<u>Location</u>	<u>Size</u>	<u>Frequency</u>	<u>Rental</u>	<u>\$ per Pick up</u>	<u>Cost per Month</u>
Concourse A	6 yd VIP	3	\$ 151.50	\$ 35.22	\$ 609.01
Concourse B	6 yd VIP	6	\$ 151.50	\$ 35.22	\$ 1,066.52
Concourse C	6 yd VIP	6	\$ 151.50	\$ 35.22	\$ 1,066.52
Concourse D	6 yd VIP	5	\$ 151.50	\$ 35.22	\$ 914.01
Airside Trash	32 Yd Compactor	2	\$ 398.95	\$ 470.66	\$ 4,474.87
Airside Recycle	32 Yd Compactor	1	\$ 398.95	\$ 338.35	\$ 1,864.01
Landside Trash	32 Yd Compactor	1	\$ 398.95	\$ 470.66	\$ 2,436.91
Landside Recycle	32 Yd Compactor	1	\$ 398.95	\$ 338.35	\$ 1,864.01
					\$ 14,295.84

11/1/10 - 10/31/11

<u>Location</u>	<u>Size</u>	<u>Frequency</u>	<u>Rental</u>	<u>\$ per Pick up</u>	<u>Cost per Month</u>
Concourse A	6 yd VIP	3	\$ 154.53	\$ 35.92	\$ 621.13
Concourse B	6 yd VIP	6	\$ 154.53	\$ 35.92	\$ 1,087.73
Concourse C	6 yd VIP	6	\$ 154.53	\$ 35.92	\$ 1,087.73
Concourse D	6 yd VIP	5	\$ 154.53	\$ 35.92	\$ 932.20
Airside Trash	32 Yd Compactor	2	\$ 406.93	\$ 480.07	\$ 4,564.34
Airside Recycle	32 Yd Compactor	1	\$ 406.93	\$ 345.12	\$ 1,901.30
Landside Trash	32 Yd Compactor	1	\$ 406.93	\$ 480.07	\$ 2,485.63
Landside Recycle	32 Yd Compactor	1	\$ 406.93	\$ 345.12	\$ 1,901.30
					\$ 14,581.36

11/1/11 - 10/31/13

<u>Location</u>	<u>Size</u>	<u>Frequency</u>	<u>Rental</u>	<u>\$ per Pick up</u>	<u>Cost per Month</u>
Concourse A	6 yd VIP	3	\$ 157.62	\$ 36.64	\$ 633.57
Concourse B	6 yd VIP	6	\$ 157.62	\$ 36.64	\$ 1,109.53
Concourse C	6 yd VIP	6	\$ 157.62	\$ 36.64	\$ 1,109.53
Concourse D	6 yd VIP	5	\$ 157.62	\$ 36.64	\$ 950.88
Airside Trash	32 Yd Compactor	2	\$ 415.07	\$ 489.67	\$ 4,655.61
Airside Recycle	32 Yd Compactor	1	\$ 415.07	\$ 352.02	\$ 1,939.32
Landside Trash	32 Yd Compactor	1	\$ 415.07	\$ 489.67	\$ 2,535.34
Landside Recycle	32 Yd Compactor	1	\$ 415.07	\$ 352.02	\$ 1,939.32
					\$ 14,873.09

Schedule 4

	60%	Retail
	100%	Food
	60%	News
	80%	Car Rental
	90%	Airlines
	80-100%	Misc

Occupied February 2009

BAA REFERENCE CODE	AREA (SQ FT)	RETAIL X.60	TENANT	ACT #	LOC	InfoPro Billing February 2009	Price per SQ FT	Allowable billing	Difference
AC-11	1360	816	BIJOUX BELLAGIO, INC	777	2	\$ 201.31	\$ 0.33	\$ 272.94	(\$71.63)
AC-12B	1360	816	BRIGHTON COLLECTIBLES-CTR	7892458	100	\$ 201.31	\$ 0.33	\$ 272.94	(\$71.63)
AC-14	678	407	GODIVA CHOCOLATIER	7014251	100	\$ 100.36	\$ 0.33	\$ 136.07	(\$35.71)
AC-77B	4982	4982	TGI FRIDAYS -CTR	7009400	100	\$ 1,229.06	\$ 0.33	\$ 1,666.38	(\$437.32)
AC-17B	702	421	NINE WEST #7433-CTR	7012560	100	\$ 103.91	\$ 0.33	\$ 140.88	(\$36.97)
AC-17C	1300	780	JOHNSTON & MURPHY-CTR	7000128	100	\$ 192.43	\$ 0.33	\$ 260.89	(\$68.46)
AC-18	888	533	TECH INTERACTION-CTR	6294300	100	\$ 131.44	\$ 0.33	\$ 178.21	(\$46.77)
AC-19	614	614	MAYORGA COFFEE - CTR	7349657	100	\$ 151.47	\$ 0.33	\$ 205.37	(\$53.90)
AC-19A	217	217	BEN & JERRYS-CTR	6304489	100	\$ 53.53	\$ 0.33	\$ 72.58	(\$19.05)
AC-1A	1194	716	HUDSON NEWS-CTR	7008303	107	\$ 176.74	\$ 0.33	\$ 239.62	(\$62.88)
AC-20A/B	792	792	QUIZNO'S SUBS-CTR	6327977	100	\$ 195.39	\$ 0.33	\$ 264.91	(\$69.52)
AC-23	339	203	TIE RACK	7008204	100	\$ 50.18	\$ 0.33	\$ 68.03	(\$17.85)
AC-24	702	421	THE BODY SHOP-CTR	7006505	100	\$ 103.91	\$ 0.33	\$ 140.88	(\$36.97)
AC-26	1713	1028	PARADIES TRAVEL MART-CTR	7007503	100	\$ 253.56	\$ 0.33	\$ 343.78	(\$90.22)
AC-27	673	404	ESTEE LAUDER CO	7000003	100	\$ 99.62	\$ 0.33	\$ 135.06	(\$35.44)
AC-29	673	404	SWAROVSKI-CTR	7666662	100	\$ 99.62	\$ 0.33	\$ 135.06	(\$35.44)
AC-2B	738	738	SBARRO-CTR	7007800	100	\$ 182.06	\$ 0.33	\$ 246.85	(\$64.79)
AC-2C	536	536	CHARLEY'S GRILLED SUBS-CTR	6283295	100	\$ 132.23	\$ 0.33	\$ 179.28	(\$47.05)
AC-2D	488	488	CURRITO BURRITOS W/BORDERS -CT	7008766	100	\$ 120.39	\$ 0.33	\$ 163.23	(\$42.84)
AC-2E	2287	2287	MC DONALDS-CTR	7007008	100	\$ 564.20	\$ 0.33	\$ 764.96	(\$200.76)
AC-3			SEATING-3244						
AC-30A	2057	1234	BROOKSTONE-CTR	6159131	100	\$ 304.48	\$ 0.33	\$ 412.82	(\$108.34)
AC-30B	1826	1096	SPORTZBURG-CTR	7000011	100	\$ 107.17	\$ 0.33	\$ 366.46	(\$259.29)
AC-30C	1278	767	L'OCCITANE EN PROVENCE-CTR	6294268	100	\$ 189.17	\$ 0.33	\$ 256.48	(\$67.31)
AC-31	467	280	INMOTION ENTERTAINMENT - CTR	6317317	100	\$ 69.13	\$ 0.33	\$ 93.72	(\$24.59)
AC-1B	300	180	CROSS-CTR	6310882	100	\$ 44.41	\$ 0.33	\$ 60.21	(\$15.80)
AC-32A	1385	831	RADIO ROAD-CTR	7009608	101	\$ 205.01	\$ 0.33	\$ 277.95	(\$72.94)
AC-32B	1432	859	CREATIVE KIDSTUFF-CTR	7052418	100	\$ 211.96	\$ 0.33	\$ 287.39	(\$75.43)
AC-34			SEATING-277						
AC-5	888	533	SPIRIT OF THE RED HORSE-CTR	7009608	100	\$ 131.44	\$ 0.33	\$ 178.21	(\$46.77)
AC-6	705	423	SOXX SHOP-CTR	7000136	101	\$ 104.35	\$ 0.33	\$ 141.49	(\$37.14)
AC-6A	1000	600	LIDS KIDS/LIDS	6183727	2	\$ 148.02	\$ 0.33	\$ 200.69	(\$52.67)
AC-35	742	445	HUDSON NEWS-CTR	7008303	108	\$ 109.83	\$ 0.33	\$ 148.91	(\$39.08)
COUNTER	500	400	BUDGET	7024524	100	\$ 98.68	\$ 0.33	\$ 133.79	(\$35.11)
COUNTER	500	400	NATIONAL/ALAMO	6328546	100	\$ 98.68	\$ 0.33	\$ 133.79	(\$35.11)
COUNTER	500	400	DOLLAR	7004401	102	\$ 98.68	\$ 0.33	\$ 133.79	(\$35.11)
COUNTER	500	400	THRIFTY	7004419	100	\$ 98.68	\$ 0.33	\$ 133.79	(\$35.11)
COUNTER	500	400	ENTERPRISE	7102189	100	\$ 98.68	\$ 0.33	\$ 133.79	(\$35.11)
COUNTER	500	400	AVIS	7004211	100	\$ 98.68	\$ 0.33	\$ 133.79	(\$35.11)
COUNTER	500	300	VISTOR	7002132	100	\$ 74.01	\$ 0.33	\$ 100.34	(\$26.33)
COUNTER	500	450	AIRLINE TRANSPORT	7003915	100	\$ 111.02	\$ 0.33	\$ 150.52	(\$39.50)
COUNTER	500	450	BOMBARDIER TRANSPORT	7002124	100	\$ 111.02	\$ 0.33	\$ 150.52	(\$39.50)
COUNTER	1500	1350	DELTA	6300289	100	\$ 333.05	\$ 0.33	\$ 451.55	(\$118.50)
COUNTER	1800	1620	US AIRWAYS	6278824	100	\$ 1,221.17	\$ 0.33	\$ 541.86	\$679.31
COUNTER	500	450	DELTA	6299440	100	\$ 111.02	\$ 0.33	\$ 150.52	(\$39.50)
COUNTER	500	450	CONTINENTAL	7003106	102	\$ 111.02	\$ 0.33	\$ 150.52	(\$39.50)
COUNTER	500	450	AMERICAN	7002900	102	\$ 111.02	\$ 0.33	\$ 150.52	(\$39.50)
COUNTER	500	450	UNITED	6247225	104	\$ 111.02	\$ 0.33	\$ 150.52	(\$39.50)
COUNTER	500	450	AIR CRAFT SERVICES	7025414	100	\$ 111.02	\$ 0.33	\$ 150.52	(\$39.50)
COUNTER	500	450	DOLLAR RENTAL CAR	7004419	100	\$ 98.68	\$ 0.33	\$ 150.52	(\$51.84)
COUNTER	500	450	JET BLUE	6312060	100	\$ 111.02	\$ 0.33	\$ 150.52	(\$39.50)
COUNTER	500	450	USA 3000	6292526	100	\$ 111.02	\$ 0.33	\$ 150.52	(\$39.50)
LT-1	1583	950	PARADIES-SJE VENIR	7007503	107	\$ 234.32	\$ 0.33	\$ 317.69	(\$83.37)
LT-3A	2055	2055	CITY OF BRIDGES CAFE	1921	1	\$ 506.97	\$ 0.33	\$ 687.36	(\$180.39)
LT-3B	664	664	AU BON PAIN	7011521	100	\$ 842.73	\$ 0.33	\$ 222.09	\$620.64
LT-4A	1026	616	PARADIES-3 RIVERS NEWS	7007503	101	\$ 151.87	\$ 0.33	\$ 205.91	(\$54.04)
LT-4B	540	324	TRAVELEX	7007305	100	\$ 79.93	\$ 0.33	\$ 108.37	(\$28.44)
OFFICE	300	300	BAA	7006919	100	\$ 74.01	\$ 0.33	\$ 100.34	(\$26.33)
OFFICE	300	300	SMARTE CARTE	7009129	100	\$ 74.01	\$ 0.33	\$ 100.34	(\$26.33)
OFFICE	800	800	GENCO	7000823	100	\$ 197.36	\$ 0.33	\$ 267.58	(\$70.22)
NE-2	773	773	SUBWAY - A3	6317325	100	\$ 190.70	\$ 0.33	\$ 258.55	(\$67.85)
NE-3B(1)	706	424	HUDSON BOOKSELLERS	7008303	106	\$ 104.50	\$ 0.33	\$ 141.69	(\$37.19)
NE-10B	1682	1682	TGI FRIDAYS-A8	7009400	101	\$ 414.95	\$ 0.33	\$ 562.60	(\$147.65)
NE-13	700	420	GNC #6795-A2	771	1	\$ 103.61	\$ 0.33	\$ 140.48	(\$36.87)
NE-14	862		SEATING						
NE-15	907	544	ZOZO-A1	7015415	101	\$ 134.25	\$ 0.33	\$ 182.02	(\$47.77)
SE-2	508	305	HUDSON BOOKSELLERS-B29	7008303	105	\$ 75.19	\$ 0.33	\$ 101.95	(\$26.76)
SE-3	584	350	PARADIES-CNBC NEWS-B31	7007503	103	\$ 86.44	\$ 0.33	\$ 117.20	(\$30.76)
SE-4B/C	1871	1871	FAT TUESDAYS	7012255	100	\$ 461.58	\$ 0.33	\$ 625.81	(\$164.23)
SE-9A	441	441	MC DONALDS-B32	7007008	101	\$ 108.79	\$ 0.33	\$ 147.51	(\$38.72)
SE-9B	979	979	SAMS BREWHOUSE	7006802	103	\$ 241.52	\$ 0.33	\$ 327.46	(\$85.94)
SE-5B	526		SEATING						
SE-9C	517	517	MAYORGA COFFEE	7008808	100	\$ 127.54	\$ 0.33	\$ 172.93	(\$45.39)
SE-11	809	485	XPRES SPA-B31	6294573	101	\$ 119.75	\$ 0.33	\$ 162.36	(\$42.61)
SE-13	950	570	BROOKS BROTHERS-B27	7007503	104	\$ 140.62	\$ 0.33	\$ 190.65	(\$50.03)
SE-14	950	570	PGA TOUR SHOP-B27	7007503	105	\$ 140.62	\$ 0.33	\$ 190.65	(\$50.03)
SW-1B	1059	635	HUDSON NEWS-C54	7008303	103	\$ 156.75	\$ 0.33	\$ 212.53	(\$55.78)
SW-2A	1161	1161	GLADCO	7006802	104	\$ 286.42	\$ 0.33	\$ 388.33	(\$101.91)
NW-6	1019	611	CNN NEWSTAND PGH-D81	7008303	104	\$ 150.83	\$ 0.33	\$ 204.50	(\$53.67)
NW-7	1057	1057	TGI FRIDAYS - D79	7009400	102	\$ 260.76	\$ 0.33	\$ 353.55	(\$92.79)
NW-8	797	478	PARADIES-CNBC NEWS-D77	7007503	106	\$ 117.97	\$ 0.33	\$ 159.95	(\$41.98)
NW-9	386		SEATING						
NW-2	921	921	BURGH SPORTZ BAR - C54	7006802	1	\$ 227.21	\$ 0.33	\$ 308.06	(\$80.85)

73,549 55,825

\$ 15,097.06

\$18,672.36 (\$3,575.30)

Schedule 5

60%	Retail
100%	Food
60%	News
80%	Car Rental
90%	Airlines
80-100%	Misc

Occupied July 2012

BAA REFERENCE CODE	AREA (SQ FT)	RETAIL x.60	TENANT	ACT #	LOC	InfoPro Billing July 2012	Price per SQ FT	Allowable billing	Difference	Notes
AC-1	1237	742	RITE-AID #6652-CTR	7008105	100	\$126.99	\$ 0.24	\$ 181.18	(\$54.19)	
AC-12B	1360	816	BRIGHTON COLLECTIBLES-CTR	7892458	100	\$193.39	\$ 0.24	\$ 199.20	(\$5.81)	
AC-15	1345	807	HUDSON BOOKSELLERS-CTR	7008303	100	\$192.27	\$ 0.24	\$ 197.00	(\$4.73)	
AC-16	447	268	ULTRA-CTR	4093	1	\$79.55	\$ 0.24	\$ 65.47	\$14.08	
AC-17A	2572	2572	BAR SYMON-CTR	14082	1	\$609.57	\$ 0.24	\$ 627.86	(\$18.29)	
AC-7/7B	4982	4982	TGI FRIDAYS -CTR	7009400	100	\$1,180.75	\$ 0.24	\$ 1,216.18	(\$35.43)	
AC-17B	702	421	NINE WEST #7433-CTR	7012560	100	\$99.83	\$ 0.24	\$ 102.82	(\$2.99)	
AC-17C	1300	780	JOHNSTON & MURPHY-CTR	7000128	100	\$184.87	\$ 0.24	\$ 190.41	(\$5.54)	
AC-18	888	533	TECH INTERACTION-CTR	6294300	100	\$126.27	\$ 0.24	\$ 130.06	(\$3.79)	
AC-19	614	614	MAYORGA COFFEE - CTR	7349657	100	\$145.52	\$ 0.24	\$ 149.89	(\$4.37)	
AC-19A	217	217	BEN & JERRY'S-CTR	6304489	100	\$51.42	\$ 0.24	\$ 52.97	(\$1.55)	
AC-1A	1194	716	HUDSON NEWS-CTR	7008303	107	\$169.79	\$ 0.24	\$ 174.88	(\$5.09)	
AC-20A/B	792	792	QUINNO'S SUBS-CTR	6327977	100	\$187.71	\$ 0.24	\$ 193.34	(\$5.63)	
AC-21	474	284	SWATCH-CTR	3827	1	\$67.40	\$ 0.24	\$ 69.43	(\$2.03)	
AC-24	702	421	THE BODY SHOP-CTR	7006505	100	\$126.83	\$ 0.24	\$ 102.82	\$24.01	
AC-25	335	201	SUNGLASS HUT #4588-CTR	15253 / 7008006	1	\$46.70	\$ 0.24	\$ 49.07	(\$2.37)	
AC-26	1713	1028	PARADIES-TRAVEL MART-CTR	7007503	100	\$243.59	\$ 0.24	\$ 250.90	(\$7.31)	
AC-29	673	404	SWAROVSKI-CTR	7666662	100	\$95.71	\$ 0.24	\$ 98.57	(\$2.86)	
AC-2A	709	709	RICE AND NOODLE-CTR	3901	100	\$168.03	\$ 0.24	\$ 173.08	(\$5.05)	
AC-2B	738	738	SBARRO-CTR	7007800	100	\$174.91	\$ 0.24	\$ 180.16	(\$5.25)	
AC-2C	536	536	CHARLEY'S GRILLED SUBS-CTR	6283295	100	\$127.03	\$ 0.24	\$ 130.85	(\$3.82)	
AC-2D	488	488	DURRITO BURRITOS W/BORDERS -CTR	7008766	100	\$115.66	\$ 0.24	\$ 119.13	(\$3.47)	
AC-2E	2287	2287	MCDONALDS-CTR	7007008	100	\$542.02	\$ 0.24	\$ 558.29	(\$16.27)	
AC-3			SEATING #324							
AC-30A	2057	1234	BROOKSTONE-CTR	6159131	100	\$297.50	\$ 0.24	\$ 301.29	(\$3.79)	
AC-30B	1826	1096	SPORTZBURG-CTR	7000011	100	\$259.66	\$ 0.24	\$ 267.45	(\$7.79)	
AC-30C	1278	767	L'OCCITANE EN PROVENCE-CTR	6294268	100	\$184.74	\$ 0.24	\$ 187.19	(\$2.45)	
AC-31	487	280	INMOTION ENTERTAINMENT - CTR	6317317	100	\$68.89	\$ 0.24	\$ 68.40	\$0.49	
AC-1B	300	180	CROCS-CTR	6310882	100	\$43.96	\$ 0.24	\$ 43.94	\$0.02	
AC-32A	1385	831	RADIO ROAD-CTR	7009608	101	\$196.95	\$ 0.24	\$ 202.86	(\$5.91)	
AC-32B	1432	859	CREATIVE KIDSTUFF-CTR	7052418	100	\$203.63	\$ 0.24	\$ 209.74	(\$6.11)	
AC-33	1045	1045	NATURES KITCHEN-CTR	6602	1	\$247.67	\$ 0.24	\$ 255.10	(\$7.43)	
AC-34			SEATING #277							
AC-5	888	533	SPIRIT OF THE RED HORSE-CTR	7009608	100	\$126.27	\$ 0.24	\$ 130.06	(\$3.79)	
AC-6	705	423	SOXX SHOP-CTR	7000136	101	\$100.26	\$ 0.24	\$ 103.26	(\$3.00)	
AC-6A	1000	600	LIDS KIDS/LIDS	6183727	2	\$142.20	\$ 0.24	\$ 146.47	(\$4.27)	
AC-35	742	445	HUDSON NEWS-CTR	7008303	108	\$105.51	\$ 0.24	\$ 108.68	(\$3.17)	
COUNTER	500	400	BUDGET	7024524	100	\$94.80	\$ 0.24	\$ 97.65	(\$2.85)	
COUNTER	500	400	NATIONAL/ALAMO	6328546	100	\$94.80	\$ 0.24	\$ 97.65	(\$2.85)	
COUNTER	500	400	DOLLAR	7004401	102	\$94.80	\$ 0.24	\$ 97.65	(\$2.85)	
COUNTER	500	400	THRIFTY	7094419	100	\$94.80	\$ 0.24	\$ 97.65	(\$2.85)	
COUNTER	500	400	ENTERPRISE	7102189	100	\$94.80	\$ 0.24	\$ 97.65	(\$2.85)	
COUNTER	500	400	AVIS	7004211	106	\$94.80	\$ 0.24	\$ 97.65	(\$2.85)	
COUNTER	500	300	VISTOR	7002132	100	\$71.10	\$ 0.24	\$ 73.23	(\$2.13)	
COUNTER	500	450	AIRLINE TRANSPORT	7003015	100	\$106.66	\$ 0.24	\$ 109.85	(\$3.19)	
COUNTER	1500	1350	DELTA	8300286	100	\$319.95	\$ 0.24	\$ 329.55	(\$9.60)	
COUNTER	1800	1620	USAIRWAYS	8278824	100	\$383.95	\$ 0.24	\$ 395.47	(\$11.52)	
COUNTER	500	450	DELTA	8299440	100	\$106.66	\$ 0.24	\$ 109.85	(\$3.20)	
COUNTER	500	450	CONTINENTAL	7903106	102	\$106.66	\$ 0.24	\$ 109.85	(\$3.19)	
COUNTER	500	450	AMERICAN	7002900	102	\$106.66	\$ 0.24	\$ 109.85	(\$3.19)	
COUNTER	500	450	UNITED	6247225	104	\$106.66	\$ 0.24	\$ 109.85	(\$3.19)	
COUNTER	500	450	AIR CRAFT SERVICES	7025414	100	\$106.66	\$ 0.24	\$ 109.85	(\$3.19)	
COUNTER	500	450	SOUTHWEST AIRLINES	10986	1	\$148.30	\$ 0.24	\$ 109.85	\$38.45	
COUNTER	500	450	JET BLUE	6312080	100	\$108.62	\$ 0.24	\$ 109.85	(\$1.23)	
COUNTER	1500	1350	SOUTHWEST AIRLINES	2197	1	\$279.94	\$ 0.24	\$ 329.55	(\$49.61)	
LT-1	1583	950	PARADIES-SUE VENIR	7007503	107	\$225.10	\$ 0.24	\$ 231.86	(\$6.76)	
LT-2	2752	2752	NATURES KITCHEN	6602	3	\$652.23	\$ 0.24	\$ 671.80	(\$19.57)	
LT-3A	2055	2055	CITY OF BRIDGES CAFE	1921	1	\$487.04	\$ 0.24	\$ 501.66	(\$14.62)	
LT-4A	1026	616	PARADIES-3 RIVERS NEWS	7007503	101	\$156.10	\$ 0.24	\$ 150.28	\$5.82	
LT-4B	540	324	TRAVELEX	7007305	100	\$76.78	\$ 0.24	\$ 79.09	(\$2.31)	
OFFICE	300	300	BAA	7006919	100	\$71.10	\$ 0.24	\$ 73.23	(\$2.13)	
OFFICE	300	300	SMARTE CARTE	7009129	100	\$71.10	\$ 0.24	\$ 73.23	(\$2.13)	
OFFICE	800	800	GENCO	7000523	100	\$189.60	\$ 0.24	\$ 195.29	(\$5.69)	
NE-1	828	828	CINNABON/AUNTIE ANNS-A1	13485	1	\$200.16	\$ 0.24	\$ 202.13	(\$1.97)	
NE-2	773	773	SUBWAY - A3	6317325	100	\$183.20	\$ 0.24	\$ 188.70	(\$5.50)	
NE-10B	1682	1682	TGI FRIDAYS-A5	7009400	101	\$398.64	\$ 0.24	\$ 410.60	(\$11.96)	
NE-13	700	420	GNC #6795-A2	771	1	\$99.54	\$ 0.24	\$ 102.53	(\$2.99)	
NE-14	862		SEATING							
NE-15	907	544	ZOZO-A1	7015415	101	\$128.98	\$ 0.24	\$ 132.85	(\$3.87)	
NE-16	680	408	MASSAGE BAR-A1	6685	1	\$96.70	\$ 0.24	\$ 99.60	(\$2.90)	
SE-2	508	305	HUDSON BOOKSELLERS-B29	7008303	105	\$72.24	\$ 0.24	\$ 74.41	(\$2.17)	
SE-3	584	350	PARADIES-CNBC NEWS-B31	7007503	103	\$83.05	\$ 0.24	\$ 85.54	(\$2.49)	
SE-9A	441	441	MCDONALDS-B32	7007008	101	\$104.52	\$ 0.24	\$ 107.65	(\$3.13)	
SE-5B	526		SEATING							
SE-15	860	516	SUBWAY - B27	6317325	1	\$122.30	\$ 0.24	\$ 125.96	(\$3.66)	
SE-10	1372	1372	BRUEGGERS BAGELS-B30	14995 / 14173	1	\$325.16	\$ 0.24	\$ 334.93	(\$9.77)	
SE-11	809	485	XPRES SPA-B31	6294573	101	\$115.05	\$ 0.24	\$ 118.49	(\$3.44)	
SE-13	950	570	BROOKS BROTHERS-B27	7007503	104	\$135.09	\$ 0.24	\$ 139.15	(\$4.06)	
SE-14	950	570	PGA TOUR SHOP-B27	7007503	105	\$135.09	\$ 0.24	\$ 139.15	(\$4.06)	
SW-1B	1059	635	HUDSON NEWS-C54	7008303	103	\$150.59	\$ 0.24	\$ 155.11	(\$4.52)	
NW-3A	514	514	NATURES KITCHEN-D82	6602	2	\$121.82	\$ 0.24	\$ 125.47	(\$3.65)	
NW-6	1019	611	CNN NEWSTAND PGH-D81	7008303	104	\$144.90	\$ 0.24	\$ 149.25	(\$4.35)	
NW-7	1057	1057	TGI FRIDAYS - D79	7009400	102	\$250.51	\$ 0.24	\$ 258.03	(\$7.52)	
NW-8	797	478	PARADIES-CNBC NEWS-D77	7007503	106	\$113.33	\$ 0.24	\$ 116.74	(\$3.41)	
NW-9	386		SEATING							

TOTALS: 79,350 60,927 \$14,463.58 \$14,873.23 (\$409.65)

COUNTER	500	450	AMERICAN WEST			\$0.00	\$ -	\$0.00	Not Billing per Barb
COUNTER	500	400	HERTZ	7001019	100	\$0.00	\$ -	\$0.00	Closed in 10/31/11
SE-1	1332	1332	BURGH SPORTZ BAR - B28	13906	2	\$0.00	\$ -	\$0.00	Started billing 9/8/12
NW-2	921	921	BURGH SPORTZ BAR - C54	7006802	1	\$0.00	\$ -	\$0.00	Bad debt writeoff of \$992.65 on 5/24/12