

SOLID WASTE SERVICES AGREEMENT

THIS SOLID WASTE SERVICES AGREEMENT (“Agreement”) is made this _____ day of _____, 2026 (the “Effective Date”) by and between WASTE MANAGEMENT OF UTAH, INC., a corporation organized and existing under the laws of the State of Utah (hereafter “Company”), and SANTAQUIN CITY, UTAH (hereafter “City”) (Company and City each a “Party” and collectively the “Parties”).

WHEREAS, City desires to provide its citizens with environmentally sound collection, disposal and processing of solid waste and recyclable materials; and

WHEREAS, Company and its affiliates have extensive experience in providing such services; and

WHEREAS, City has determined that it would be in the best interests of its citizens to contract with Company for such services in accordance with the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Company and City agree as follows:

1. DEFINITIONS

a. **“Applicable Law”** means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.

b. **“Bin”** means a watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between one (1) and eight (8) cubic yards, designed or intended to be mechanically dumped into a packer type truck.

c. **“Bulky Waste”** means large household items that do not properly fit in the Service Recipient’s Cart and can be safely lifted by two people. Bulky Waste does not include any Unacceptable Waste, automotive parts, tree stumps, oil or gas, propane tanks, C&D Debris, or batteries. Such materials may include bundled or bagged Solid Waste, furniture, area and floor rugs properly prepared (cut and bundled), small appliances, and tires without rims. All liquids must be drained; no item may contain Freon.

d. **“Cart”** means a watertight heavy plastic receptacle with a rated capacity of approximately ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels.

e. **“Collection Service(s)”** means the process by which Solid Waste is removed from Residential Premises, and City facilities as designated by the City, transported to a transfer, disposal or Processing facility, and subsequently disposed or Processed.

f. **“Construction and Demolition Debris”** or **“C&D Debris”** means materials resulting from construction, remodeling, repair, or demolition operations on any Residential Premises. Such materials include, but are not limited to, dirt, sand, rock, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, trees, remnants of new construction materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, and packaging. With the exception of soil, concrete and asphalt, Construction and Demolition Debris does not include Unacceptable Waste.

g. **“Container”** means a Bin, Cart, or Roll-Off Container.

h. **“Contamination”** refers to materials placed in a Recyclables Container other than Recyclables.

i. **“Contamination Charge”** means an amount charged to Service Recipients, with reimbursement to Company, to compensate Company costs for separating non-Recyclables placed in Recyclables Containers, or for arranging special, unscheduled collections due to placement of Solid Waste in Recyclables Containers.

j. **“CPI-U”** means the Consumer Price Index, series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.

k. **“Dwelling Unit”** means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals. However, Dwelling Unit does not include a hotel or motel unit.

l. **“Multi-Family Complex”** means any Premises with five (5) or more Dwelling Units, where such Dwelling Unit receives centralized, Bin-based Refuse Collection Services (and not individualized Cart-based Refuse Collection Services), except those Multi-Family Complexes that opt to contract for waste disposal and or recycling services with another solid waste provider.

m. **“Multi-Family Dwelling Unit”** means a Dwelling Unit in a Multi-Family Complex.

n. **“Overage”** is defined as (i) Refuse or Recyclables exceeding its Container’s intended capacity such that the lid is lifted at least 10” (or would be lifted at least 10” if lowered), or (ii) Refuse or Recyclables placed on top of or in the immediate vicinity of the Container, in bags or otherwise.

o. **“Overage Charge”** means an amount charged to Service Recipients to compensate for expense incurred by Company arising from Overages, and to provide a financial incentive to Service Recipients to subscribe to the level of service that will allow all materials to fit within the container.

p. **“Premises”** means any parcel of real property in the Service Area where Solid Waste is generated or accumulated.

q. **“Process” or “Processing”** means an operation or series of operations, whether involving equipment, manual labor, or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages or otherwise prepares Recyclables or other Solid Waste, and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused or reconstituted products. Processing begins at the time the Recyclables or Solid Waste is delivered to the Processing facility and ends when the finished Processed materials are sold or reused and the residue is properly disposed.

r. **“Rates”** means the fees to be charged by Company to City for the Collection Services and other services provided by Company and included on Exhibit “A” attached hereto, as such may be adjusted from time to time.

s. **“Recyclables”** means the materials described as such in Exhibit “B” attached hereto.

t. **“Refuse”** means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables set out for collection pursuant to Sections 4(b)(ii) or (iii) of this Agreement, nor does it include Unacceptable Waste.

u. **“Residential Premises”** means a Single-Family Premises or Multi-Family Complex.

v. **“Roll-Off Container”** means an all-metal container with ten (10) cubic yards or more capacity that is loaded onto a specialized collection vehicle.

w. **“Service Area”** means (i) the entire territory included within the City limits as of the Effective Date of this Agreement; and (ii) such additional area as may thereafter become included within the City limits from time to time due to annexation, incorporation or other means, but only from and after the time as the Company is able to provide collection services in such

additional area. Unless Company and City reach agreement on alternative rates within sixty (60) days of such area becoming part of the City, the then-current Rates (as adjusted pursuant to Section 6) shall automatically apply to such additional area, and except to the extent providing such services may be otherwise prohibited by law.

x. “**Service Recipient**” means an owner or occupant of a Residential Premises who has the legal right to initiate, cancel or make changes to Collection Services.

y. “**Single-Family Premises**” means (i) any Premises with less than five (5) Dwelling Units, and (ii) any Premises with five (5) or more Dwelling Units where each Dwelling Unit receives individualized Cart-based Refuse Collection Services (and not centralized Refuse Collection Services).

z. “**Solid Waste**” means all putrescible and non-putrescible solid, semi-solid, and certain liquid wastes that are generated or coming to exist in the Service Area, including discarded Recyclables, but excluding Unacceptable Waste.

aa. “**Unacceptable Waste**” means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Company’s equipment or facilities, or present a substantial endangerment to the health or safety of the public or Company’s employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

2. TERM. The Term of this Agreement shall be for five (5) years commencing on July 1, 2026 (the “Commencement Date”) and expiring June 30, 2031, with two (2) automatic extensions of two (2) years each, unless either Party gives the other at least 90 days’ advance written notice of the intention to terminate the Agreement at the end of the then-current term.

3. EXCLUSIVE RIGHT; EXCEPTIONS; ENFORCEMENT.

a. The City does hereby grant to Company and Company shall have the exclusive duty, right and privilege to provide Collection Services or otherwise handle all Solid Waste (including Refuse and Recyclables) generated, deposited, accumulated or coming to exist at Residential Premises in the Service Area. Collection Services which are not specifically described in this

Agreement will be provided according to terms and pricing established by Company. Subject to Section 3(b) below, all Residential Premises within the Service Area shall be required by City to utilize the Collection Services of Company as provided herein. All Single-Family Premises shall establish Collection Services separately and two or more Single-Family Premises shall not be permitted to share Collection Services under a single account.

b. Notwithstanding the above, nothing in this Agreement shall prevent any owner, occupant or tenant of a Residential Premises from personally handling, hauling, or transporting Solid Waste generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station, nor shall anything in this Agreement affect or limit the right of any person to sell Recyclables (i.e., receipt of a net payment) to any person lawfully engaged in the recycling business in the Service Area or to donate Recyclables to any bona fide charity, provided that all such Recyclables are separated by the generator.

c. The City shall actively protect and enforce the exclusive rights of Company through appropriate ordinances and enforcement of those ordinances against third party violators. In the event City fails to take enforcement action within thirty (30) days of written notice from Company identifying a third-party violator, Company may independently enforce the exclusivity provision of this Agreement against third party violators, including but not limited to seeking injunctive relief.

4. COLLECTION SERVICES.

a. Containers.

i. Company shall provide each Single-Family Premises with one 96-gallon Cart for Refuse, one 96-gallon Cart for Recyclables (opt-in only). Company shall provide each Dwelling Unit in a Multi-Family Complex with one 96-gallon Cart for Refuse and one 96-gallon Cart for Recyclables (opt-in only). Additional Carts will be available for a fee as set forth in Exhibit "A". Company will own all Containers provided to Service Recipients hereunder, unless purchased by Service Recipient, and Service Recipient shall empty and allow Company to retrieve all Company Containers at the termination or expiration of this Agreement.

ii. Company shall replace, at its sole cost and expense, any Container that becomes damaged or destroyed during the provision of the Collection Services, or that becomes unusable due to ordinary wear and tear. However, if a Container in the possession of a Service Recipient is lost, stolen, damaged, or destroyed through no fault of Company, Company may charge a replacement fee (\$75) and delivery fee (\$15). Company may add such replacement costs to the

Service Recipient's account and collect such amounts through the billing process described in Section 5. Service Recipients will be responsible for maintaining the cleanliness of Containers, although Service Recipients may request a Container exchange for a fee of \$90. Service Recipients may not, itself or through a third party, mechanically compact materials placed in Company-provided Containers.

b. Collection Location, Frequency and Time.

i. Refuse shall be collected from the curbside once per week from each Service Recipient. Collections shall occur during ordinary hours but in no instance earlier than 7:00 a.m.

ii. Recyclables shall be collected from the curbside every other week from each Service Recipient. Collections shall occur during ordinary hours but in no instance earlier than 7:00 a.m.

c. Contamination; Overage.

i. Roll-Out Period – Education and Outreach. During the period beginning on the Commencement Date and ending 60 days later (the “Roll-Out Period”), Company shall provide an education program designed to minimize instances of Contamination and Overage. During the Roll-Out Period, where Company documents that a particular Service Recipient has Contamination or Overage, Company shall collect the offending Container (where it can be done safely and excluding material laying on ground) and provide an electronic notice to the Service Recipient (if such contact information is provided by Service Recipient) with the following information (a “Violation Notice”):

- Date of the offense;
- Description of the offense;
- If available, a photograph or video (or link to photograph or video);
- A description of the materials that are appropriate for collection in said Container and a link to view online with educational materials; and
- A website to obtain additional information and/or receive responses to questions the Service Recipient may have.
- During the Roll-Out Period, Company shall not impose a Contamination or Overage Charge. **No** Contamination or Overage Charge(s) not specified in Exhibit “A” are allowed without prior written City approval and authorization through amendment to this Agreement.

ii. Post Roll-Out Period. The following shall apply after the Roll-Out Period:

1. Contamination.

i. First and Second Occurrences. Company shall service Containers with Contamination except where there is visible Unacceptable Waste. Company shall provide a Violation Notice, where such contact information has been provided.

ii. Third and Subsequent Occurrences. Company may opt to not collect Recyclables Containers with Contamination; in such event, the Service Recipient may request the Container be collected as Refuse, and an additional fee will apply. Alternatively, Company may collect a Container with Contamination and invoice the Service Recipient a Contamination Charge in the amount set forth in Exhibit "A". In either case, the Company shall provide a Violation Notice where such electronic contact information has been provided. If there have been more than three instances of Contamination in any 12-month period, Company may discontinue Recyclables collection services to the Service Recipient and remove the Recyclables Container.

2. Overage. Company may opt to not collect Overage, unless caused by Company spillage of non-overloaded Containers during collection; in such event, the Service Recipient may correct the Overage and request that Company return to service the Container (an additional fee will apply). Alternatively, Company may collect the Container with Overage and invoice the Service Recipient or City an Overage Charge in the amount set forth in Exhibit "A". In either case, the Company shall provide a Violation Notice where such electronic contact information has been provided. If there have been more than three instances of Overage in any 12-month period for a particular service (i.e., Refuse or Recyclables), Company may increase the Service Recipient's service level (i.e., larger Container or more frequent service) to mitigate the Overage, and may increase the charges to such Service Recipient according to the increased service level. **No** Overage Charge(s) not specified in Exhibit "A" are allowed without prior written City approval and authorization through amendment to this Agreement.

d. Overweight Containers. The Company may refuse to collect any Refuse or Recyclables Container which the Company reasonably believes to be overweight. A Container shall be considered "overweight" if the total weight of the Container and contents exceeds two times the volume capacity of said Container (e.g., if the Container weighs more than 192 pounds for a 96-gallon Cart). The Company shall provide notification to the Service Recipient regarding each instance of

non-collection. **No** Overweight Container(s) charges not specified in Exhibit “A” are allowed without prior written City approval and authorization through amendment to this Agreement.

e. Disposal and Processing. Company shall dispose or arrange to dispose of the Refuse collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste. Company also shall Process or arrange to Process the Recyclables collected under this Agreement only at Processing facilities that are licensed and permitted to process such materials.

f. Holiday Schedule. The following days shall be designated holidays on which the Company may elect to not provide Collection Services: New Year’s Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a designated holiday falls on a regularly scheduled service day, Collection Services will be performed on the next weekday. Operations support and customer service are not required to be provided on Holidays.

g. Customer Services. All Service Recipient contacts and requests will be made directly to the City, and the City will convey such information to Company.

h. Compliance with Laws. The Collection Services shall be performed in accordance with Applicable Law.

i. Personnel and Equipment. The Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles to complete the Collection Services in a safe and timely manner.

j. Supervision. Company shall provide competent supervision in charge of working crews at all times while providing the Collection Service.

k. Missed Pick-Ups and Complaints. All Refuse and Recyclables Containers must be placed at the curb or other designated location and ready for pick-up before 7:00 a.m. on the collection day; any Containers not collected because they are not at the curb or other designated location on time shall not be considered a missed pick-up. All complaints as to Company’s provision of the Collection Services, including alleged missed pick-ups, shall be given prompt and courteous attention. Company shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of Uncontrollable Circumstances within one (1) work day, conditions permitting.

l. Natural Disasters. Company will use commercially reasonable efforts to assist City, at the City’s request, with emergency collection service in the event of major disaster, such as an

earthquake, storm, riot or civil disturbance, by providing equipment and drivers based on negotiated services and rates between City and Company. City is not required to utilize the services of Company. In addition, where the disaster results in the loss of Service Recipient containers, Company shall replace the containers and City shall reimburse Company for the cost of replacement.

5. SERVICE RECIPIENT BILLING.

a. Service Recipient Billing. The City shall invoice and collect payments from Service Recipients, and shall compensate the Company monthly for Collection Services, in a total amount based upon the service charges for Collection Services, as they may be adjusted from time to time, and any applicable additional charges, as provided in Exhibit “A”. **No** additional charges not specified in Exhibit “A” will be paid without authorization through amendment to this Agreement. In calculating such monthly compensation to the Company, the applicable per unit rates shall be multiplied by the number of Service Recipients; ancillary and non-recurring charges submitted by Company will be added to such amount. The City shall provide an updated Service Recipient count monthly, within ten (10) days of the end of each calendar month.

b. Company Submittal of Invoicing Information. On or before the 10th of each month, Company shall provide the City an invoice for services provided based on the then-current Service Recipient count for Cart services and Bin services for the previous month, as well as ancillary and non-recurring charges. The City shall pay invoices within thirty (30) days of the invoice date. Payment by the City shall be made by check, wire transfer or ACH debit. The City shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of two and one-half percent (2.5%) per month.

6. SERVICE RATES.

a. Service Rate Schedule. Company shall provide the Collection Services for the rates set forth in Exhibit “A” (the “Rates”), as the same may be adjusted in accordance with this Section 6.

b. Energy Surcharge. All Rates are subject to an Energy Surcharge, which will be added to the Company invoices. The Energy Surcharge is calculated by Company and published at <https://www.wm.com/content/dam/wm/assets/legal/charge-tables/historical-energy-surcharge.pdf>. Energy Surcharge amounts will be calculated at the time of invoicing based on current applicable percentages

c. Annual Adjustment to Rates. Commencing on the date which is one (1) year after the Commencement Date, and on the same date annually thereafter (the “Adjustment Date”), the Rates shall be increased by an amount equal to the then-current Rates multiplied by one hundred percent

(100%) of the percentage change of the average Consumer Price Index, series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics (“CPI-U”) from the 12-month period ending the next previous May 1 to the average CPI-U for the 12-month period ending the previous May 1; provided, however, (i) that in no event shall the annual CPI adjustment result in a decrease to the Rates (i.e., the minimum annual adjustment shall be zero percent (0%)), and (ii) the Energy Surcharge is an independent adjustment, and could result in a negative overall adjustment. Provided that adequate supporting information has been submitted by Company, the annual adjustment to Rates shall be deemed approved and shall take effect as outlined in this section.

d. Extraordinary Adjustments. In addition to the annual adjustment provided by subsection (b) above, the Rates shall, upon written request of Company, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes:

1. Uncontrollable Circumstance (see Section 10);
2. Changes in Applicable Law that become effective after the Effective Date of this Agreement;
3. Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Collection Services;
4. Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Company.

If Company requests a Rate adjustment pursuant to this Section 6(d), it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The City may request documentation and data reasonably necessary to evaluate such request by Company, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Company. The City shall approve all properly calculated Rate adjustments within ninety (90) days of Company’s request, and the adjusted Rates shall be deemed to take effect as of the date of Company’s request. If the City fails to approve or deny the Rate adjustment request within such ninety (90) day period, the Rate adjustment shall be deemed approved. During

the pendency of any Rate adjustment request, Company shall continue to provide Collection Services at the then-current Rates, and upon approval of the adjustment, Company shall be entitled to a true-up payment reflecting the difference between the adjusted Rates and the Rates actually charged during the pendency period.

In addition, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the City shall approve the Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to Service Recipients by the date the same are effective.

7. DEFAULT AND TERMINATION

a. Except as otherwise provided in Section 10 (Force Majeure), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement; provided, however, if the particular default is not reasonably capable of being cured within 30 days, then the defaulting Party will have such number of days to cure as is reasonable under the circumstances. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by written notice to the defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall either Party be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

b. Notwithstanding any contrary provisions of this Agreement, City may elect to terminate this Agreement within 180 days of an extraordinary adjustment by providing ninety-days prior notice of said termination, without any additional penalty, reimbursement, or compensation to Company.

8. INDEPENDENT CONTRACTOR

Company shall perform the Collection Services as an independent contractor. Company, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered

employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. Company at all times shall have exclusive control of the performance of the Collection Services. Nothing in this Agreement shall be construed to give City any right or duty to supervise or control Company, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which Company shall perform its obligations under the Agreement.

9. SUBCONTRACTORS

Company shall not use subcontractors to perform the Collection Services described hereunder unless Company has obtained prior written approval from the City, which approval shall not be unreasonably delayed or withheld. In the event that written approval is obtained, Company shall remain liable to the City for the subcontractor's performance of the Collection Services as if they were being provided by Company itself.

10. FORCE MAJEURE

Except for the failure to make payment when due, neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, extreme heat events, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics or epidemics, industry-wide labor or equipment shortages, supply chain disruptions, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), government-ordered route restrictions or road closures, acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

11. INDEMNIFICATION

a. Company agrees to indemnify, defend, and hold City harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of Company's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful

misconduct of Company, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

b. To the fullest extent permitted by law, City agrees to indemnify, defend, and hold Company harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of City's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of City, or any of its directors, officers, elected or appointed officials, employees, agents, or subcontractors, in the performance of this Agreement.

c. To the fullest extent permitted by law, City agrees to indemnify, defend, and hold Company harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, arising out of or related to City's failure to enforce the exclusive franchise rights granted to Company under Section 3 of this Agreement.

d. Notwithstanding any provision in this Agreement to the contrary, Company shall not be responsible for any damage to driving surfaces that is the result of ordinary wear and tear during the performance of the Collection Services.

e. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

12. **INSURANCE**

Company shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

	<u>Type</u>	<u>Amount</u>
A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$500,000
C.	Comprehensive General Liability	\$1,000,000 per occurrence \$4,000,000 aggregate
D.	Automobile Liability (owned and non-owned)	
	i. Bodily Injury	\$4,000,000 per occurrence
	ii. Property Damage Liability	\$500,000 per occurrence
E.	Excess/Umbrella	\$500,000 per occurrence

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement

of the Collection Services, Company shall deliver to City certificate(s) of insurance evidencing the required coverages. The certificate(s) shall require at least thirty days' written notice to the City before cancellation of any such Company policy.

13. MISCELLANEOUS PROVISIONS.

a. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

b. This Agreement shall be construed in accordance with the law of the state in which the Collection Services are provided.

c. All written notification required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, overnight delivery by a nationally-recognized overnight delivery service, or by hand delivery to the Party's address below:

If to Company: WM
222 S. Mill Avenue, Suite 301
Tempe, AZ 85281
Attn: Sales Director

If to City: City of Santaquin
110 South Center Street _____
Santaquin, Utah 84655 _____
Attn: Norm Beagley, City Manager _____

d. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

e. In the event either Party successfully enforces its rights against the other hereunder, the other Party shall be required to pay the prevailing Party's attorneys' fees and court costs.

f. Company's rights and obligations under this Agreement may not be assigned without the prior written approval of the City, which shall not be withheld unreasonably nor required with respect to (i) an assignment to an affiliate of Company, or (ii) an assignment in connection with a merger, consolidation, or sale of all or substantially all of Company's assets.

g. In the event of any dispute arising out of or relating to this Agreement, the Parties shall first attempt to resolve the dispute through good faith negotiation for a period of thirty (30) days following written notice of the dispute. If the dispute is not resolved through negotiation, the

Parties shall submit the dispute to non-binding mediation administered by a mutually agreed-upon mediator before commencing any litigation. The costs of mediation shall be shared equally by the Parties. Nothing in this subsection shall prevent either Party from seeking injunctive or other equitable relief in a court of competent jurisdiction where such relief is necessary to prevent irreparable harm.

h. All operational data generated by Company during the performance of the Collection Services, including but not limited to route data, contamination data, participation rates, Container weight data, and vehicle telematics data, shall be and remain the sole property of Company. Company may share aggregated, anonymized data with City upon reasonable request for City's planning and reporting purposes, but City shall have no ownership interest in such data.

i. Company may, in its sole discretion, implement new technologies, equipment, or operational methods in connection with the Collection Services, including but not limited to automated collection systems, route optimization technology, alternative fuel vehicles, and contamination detection systems, provided that such implementation does not materially diminish the level of Collection Services required under this Agreement. Any incremental costs incurred by Company in connection with the implementation of new technologies required by Applicable Law shall be recoverable through the Extraordinary Adjustment mechanism set forth in Section 6(c).

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above.

WASTE MANAGEMENT OF UTAH, INC.

By: _____

Name: Blake Leonelli

Title: Senior Account Executive

WASTE MANAGEMENT OF UTAH, INC.

By: _____

Name: David Brannon

Title: President

SANTAQUIN CITY, UTAH

By: _____

Name: Daniel M. Olson

Title: Mayor

Attest: _____

Stephanie Christensen, City Recorder

**EXHIBIT A
COMPANY RATES**

ATTACHMENT A

COST SHEET **OPTION 1** (BAYVIEW LANDFILL)

Curbside Services	First Can	Each Additional Can
Mixed Waste Container – Weekly	\$ 5.42	\$ 3.10
Mixed Waste Fuel Recovery Fee	\$ 0.87**	\$ 0.50**
Recycle Container – Weekly	\$ N/A	\$ N/A
Recycle Container- Bi-Weekly (required 2 consecutive weeks after Christmas Day)	\$ 4.67	\$ N/A
Recycle Fuel Recovery Fee	\$ 0.75**	\$ N/A
Mixed Waste Landfill Tipping Fee (Per Ton)	\$ City pays Bayview Landfill directly	
Recycle Disposal Fee (Per Ton)	\$ City pays SUV directly	
All Costs Associated with Proposed Transition Plan (if any)	\$ N/A	
Any Additional Costs (Identify)	\$ N/A	

Large City Facility Container Services	Cost Per Container Per Pickup
3 Yard Mixed Waste Pickup (3 pickups per week)	\$ 21.15 + 3.38**
6 Yard Mixed Waste Pickup (2 pickups per week)	\$ 28.20 + 4.51**
8 Yard Mixed Waste Pickup (2 pickups per week)	\$ 37.60 + 6.01**
6 – 95/96 Gallon Carts (1 pickup per week)	\$ 5.67 + 0.90**
Any Additional Costs	\$ N/A

**Energy Surcharge. The Rates and the Recycling Rate are subject to an Energy Surcharge, which will be added to the Rates and Recycling Rate on WM invoices. As of May 1, 2023, the Energy Surcharge was 16.36%. Energy Surcharge amounts will be calculated at the time of invoicing based on current applicable percentages. Information about the Energy Surcharge and its calculation can be found at www.wm.com/billhelp

Acknowledgement of Addendum #1



COST SHEET **OPTION 2** (PAYSON CITY LANDFILL)

Curbside Services	First Can	Each Additional Can
Mixed Waste Container – Weekly	\$ 5.23	\$ 3.10
Mixed Waste Fuel Recovery Fee	\$ 0.84**	\$ 0.50
Recycle Container – Weekly	\$ N/A	\$ N/A
Recycle Container- Bi-Weekly (required 2 consecutive weeks after Christmas Day)	\$ 4.67	\$ N/A
Recycle Fuel Recovery Fee	\$ 0.75**	\$ N/A
Mixed Waste Landfill Tipping Fee (Per Ton)	\$ City pays Payson Landfill directly	
Recycle Disposal Fee (Per Ton)	\$ City pays SUV directly	
All Costs Associated with Proposed Transition Plan (if any)	\$ N/A	
Any Additional Costs (Identify)	\$ N/A	

Large City Facility Container Services	Cost Per Container Per Pickup
3 Yard Mixed Waste Pickup (3 pickups per week)	\$21.15 + 3.38**
6 Yard Mixed Waste Pickup (2 pickups per week)	\$28.20 + 4.51**
8 Yard Mixed Waste Pickup (2 pickups per week)	\$37.60 + 6.01**
6 – 95/96 Gallon Carts (1 pickup per week)	\$ 5.48 + 0.88**
Any Additional Costs	\$ N/A

**Energy Surcharge. The Rates and the Recycling Rate are subject to an Energy Surcharge, which will be added to the Rates and Recycling Rate on WM invoices. As of May 1, 2023, the Energy Surcharge was 16.36%. Energy Surcharge amounts will be calculated at the time of invoicing based on current applicable percentages. Information about the Energy Surcharge and its calculation can be found at www.wm.com/billhelp

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EXHIBIT B
SINGLE STREAM SPECIFICATIONS

RECYCLABLE MATERIALS must be dry, loose (not bagged), unshredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles and containers with the symbol #2 (milk jugs, detergent containers, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and containers with symbol # 5 (ex. yogurt containers, syrup bottles)	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated) (ex. moving boxes, pizza boxes)
Glass food and beverage containers – any color	Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates and cups	Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any Recyclables less than 4" in size in any dimension	Propane tanks, fuel cannisters
Batteries	

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of Service Recipient may not contain Non-Recyclables or Excluded Materials.

Recyclable Materials specifically exclude, and Service Recipient agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials").