

# City Council Staff Report

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**Date:**

June 19, 2024

**Applicant:**

Mapleton City

**Prepared By:**

Cory Branch

**Public Hearing:**

No

**Attachments:**

1. Proposed Addendum #5
2. Previous Agreements

**REQUEST**

Consideration of a Resolution to approve a Residential Solid Waste Collection and Disposal Agreement between Mapleton City and Allied Waste Services of North America, LLC, d/b/a Allied Waste Services Republic Services of Utah.

**BACKGROUND**

Allied Waste Services of North America, LLC, d/b/a Allied Waste Services Republic Services of Utah ("Contractor") has provided residential solid waste collection and disposal services to Mapleton City since approximately 1996. An Addendum #5 to the existing Residential Solid Waste Collection & Disposal Services Agreement is being proposed extending the contract to June 30, 2029.

The City's current rate for the 1<sup>st</sup> trash container is \$6.61 per can and \$3.74 per can for the 2<sup>nd</sup> trash container. The Contractor is proposing a rate of \$7.24 per can for the 1<sup>st</sup> trash container and \$4.30 per can for the 2<sup>nd</sup> trash container. On July 1<sup>st</sup> of each year the Contractor will increase the rates for service by using a pricing escalator equal to the Water, Sewer, and Trash Collection Services CPI.

As per the additional above proposed rate increases the total annual increase to the city will be approximately \$48,000.00. Based on our continuing growth our cash balance has continued to go up as well. Staff is not proposing raising rates at this time but will watch this closely.

**STAFF RECOMMENDATION**

Staff recommends approval of the proposed Addendum #5 Agreement.

## **FIFTH AMENDMENT TO RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT**

This Amendment to the Residential Solid Waste Collection and Disposal Agreement (this “Amendment”) is made and entered into effective June \_\_\_, 2024 (the “Amendment Effective Date”) by and between Allied Waste Services of North America, LLC dba Republic Services of Utah (“Contractor”), and Mapleton City, Utah (“City”) (referred herein as a “Party”, and collectively as the “Parties”).

### **RECITALS**

A. Contractor and City entered into a certain Residential Solid Waste Collection and Disposal Agreement dated February 28, 2012, that was subsequently amended by four separate contract amendments, collectively the “Agreement”.

B. Pursuant to the Agreement the Contractor provides residential solid waste collection services within the boundaries of the City.

C. City and Contractor now desire to extend the term of the Agreement and make certain changes as more fully set forth below.

### **AGREEMENT**

Now therefore, for good and valuable consideration the receipt and sufficiency of which the parties acknowledge, including but not limited to the mutual and dependent promises contained herein, the parties agree as follows:

1. Term. The Parties agree to extend the term of the Agreement for five (5) additional years now terminating on June 30, 2029.

2. Pricing. The Parties Agree that as of July 1, 2024, the rates for the first container of Solid Waste will be collected for \$7.24 per resident and any additional containers will be \$4.30 per container.

3. Annual Price Increase. The Parties agree to modify the annual rate increase to move from an “all items CPI” to “Water, Sewer, and Trash Collection Services CPI.”

4. Capitalized Terms. The parties agree that capitalized terms not otherwise defined in this Amendment shall have the meaning set forth in the Agreement.

5. Continuing Effect. Except as specifically amended by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same

instrument. Facsimile and/or electronic copies of the parties' signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the parties have entered into this Amendment to be effective as of the Amendment Effective Date.

Allied Waste Services of North America, LLC  
Dbas Republic Services of Utah

Mapleton City, Utah

By:\_\_\_\_\_

By:\_\_\_\_\_

Name:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## CONTRACT

THIS CONTRACT, is made and entered into the 13 day of Dec, 1996, by and between Mapleton City, a Municipal Corporation of the State of Utah (hereinafter called the "City", and Browning-Ferris Industries of Utah ("BFI") hereinafter called "Contractor."

WHEREAS, the Contractor has previously submitted a written proposal to provide residential solid waste collection and disposal services within the boundaries of the City and to perform such work as may be incidental thereto; and

WHEREAS, the City desires to have the Contractor perform residential solid waste collection and disposal service in accordance the terms of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Contractor hereby agrees to provide residential solid waste collection and disposal services to all areas located within the City in accordance with the terms of this Contract and the specifications which are attached hereto and by this reference made a part hereof.
2. Contractor hereby agrees to furnish all personnel, labor, equipment, vehicles, and other items necessary to provide the residential solid waste collection and disposal services provided for in his Contract and the Specifications attached hereto.
3. All provisions of this contract and the attached specifications shall be strictly complied with by the Contractor. No amendment to the Contract or the specifications shall be made unless in writing and signed by the parties hereto.
4. The initial term of this Contract shall be for five years commencing on March 1, 1997. The Contract may be automatically extended for up to two successive five year terms at the mutual agreement of both parties. Actual pick-up for garbage and rubbish shall be commenced by the Contractor on the 1st day of March 1997, and shall continue thereafter through the term of this contract and any extensions thereof. It shall be the duty of the Contractor to notify the City within twelve months prior to the expiration of the Contract that such Contract, or term is approaching its termination date. Upon receiving such notice the City and Contractor shall negotiate any extensions to the Contract upon such terms as the parties may deem appropriate. Any amendments to the Contract shall be valid only if set forth in writing and signed by the parties hereto.
5. This Contract contains the entire agreement of the parties with respect to the subject matter hereof as of its date, and no prior promises, representatives, warranties, inducements, or understandings between the parties with respect to the subject matter hereof which are not contained herein shall be of any force or effect.



6. The parties herein each agree that should they default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorneys fee which may arise or accrue from enforcing this agreement or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

7. If any provision or part of this Contract shall be declared illegal, void or unenforceable for any reason, the other provisions and parts shall not be affected but shall remain in full force and effect.

8. This Contract shall be governed by the laws of the State of Utah both as to interpretation and performance.

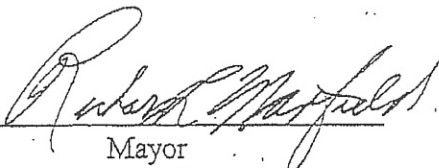
9. This Contract shall inure to the benefit of, and be binding upon, of the parties hereto and their respective officers, employees, agents, successors in interest and assigns.

10. Neither party shall have the right to assign its rights and interests under this Contract without the other parties prior written consent being first obtained.

11. This Contract shall be governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by and through their duly authorized representatives as of the day and year first hereinabove written.

MAPLETON CITY

BY:   
Mayor

ATTEST:  
  
City Recorder

BY:   
Contractor

## SPECIFICATIONS

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1.00

DEFINITIONS

The following words and terms when used herein shall be defined as follows:

1.01 Approved Garbage Containers: Approved Garbage Containers consist of 90 or 100, 300 or 400-gallon containers for residents and of 90, 100, 300, or 400-gallon containers for park pick-up and other City uses as approved by the City. These containers are designed specifically for automated collection, and are equipped with wheels for easy movement by residents and other City users. All containers have permanently attached, tight-fitting lids.

1.02 Bulky Wastes: Wastes that are not capable of being stored in the approved automated refuse containers and cannot be picked up by automated collection vehicles, including items such as appliances, furniture, large tree branches, lawn sod and Christmas trees, etc.

1.03 City: Identify your city.

1.04 Commercial Solid Waste: Garbage, rubbish, trash, food wastes, etc, resulting from the normal activities of commercial users.

1.05 Commercial Users: An enterprise, not a residence, such as a business, association, corporation, manufacturer, hotel, motel, resort, governmental entity, church, etc.

1.06 Construction and Demolition Waste: Waste building materials and rubble resulting from construction, remodeling, repair or demolition operations on houses, buildings, structures, or pavements.

1.07 Contractor: The person, corporation, limited liability company or partnership performing residential solid waste collection and disposal under contract with the City.

1.08 Food Wastes: Animal, vegetable, or mineral matter derived from the preparation or packaging of foodstuffs.

1.09 Garbage: The animal and vegetable waste or food refuse resulting from handling, preparing, cooking or consumption of food.

1.10 Hazardous Waste: Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency, the State of Utah Department of Environmental Quality to be "hazardous" as that term is defined by or pursuant to Federal, State or local law.

1.11 Non-processible Waste: Goods and material which are not residential and/or are prohibited by the disposal facility which items include the following:

- (a) Any loads the majority of which consists of combustible material.
- (b) Hazardous waste of any kind.
- (c) Any material that when incinerated clearly conducts electricity.
- (d) Explosives.
- (e) Medical or pathological wastes.
- (f) Animal or human body parts or remains.
- (g) Any materials the majority of which is liquid.
- (h) White goods or appliances.
- (i) Construction debris or unprocessable proportions.
- (j) Large metal objects of any kind.
- (k) Large sealed containers of any kind.
- (l) Motor vehicles or related parts.
- (m) Any item exceeding two feet by two feet by five feet in dimensions.
- (n) Wood having a cross section exceeding nine inches or five feet in length.
- (o) Any vehicle containing material that is on fire, "Hot Load."
- (p) Drywall.

Non-processible waste shall also include the following: Commercial User, Commercial solid Waste, Food Wastes and Bulky Wastes as defined herein.

1.12 Residential Solid Waste: Garbage and rubbish produced by or resulting from the normal activities of households.

1.13 Residential Unit: An occupied dwelling unit such as a home trailer, or multi-family dwelling of four or less units, which is located adjacent to a public street. A residential unit shall not include residential planned unit developments, etc., unless otherwise approved by the City. Each unit of a multi-family dwelling shall be considered a separate residence for purposes of billing. A dwelling unit is not occupied if the persons living therein are absent for over 90 days, or are absent for 30 continuous days after notice to the City, whichever period is shorter.

1.14 Rubbish: All solid waste except garbage and hazardous waste, including, but not limited to: ashes, bedding, cardboard, paper, wood, cans metal glass, crockery, rubber, plastic, leather, rags and yard trimmings.

## 2.00

### SCOPE OF WORK

The work under this Contract shall consist of the items contained in the Proposal, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the contract Documents. The major item of work is weekly collection of solid waste from all residential units in the City. Collection of solid waste from any residential unit larger than four units or from any commercial or private industrial establishment is not part of this contract. The Proposer is free, subject to any agreement privately entered into between the Proposer and others, to collect any other solid waste.

Work under this contract includes collection of refuse from all City facilities and annual spring/fall cleanup campaigns and Christmas tree collection.

## 3.00

### WORKING CONDITIONS

The Contractor understands that the City area is subject to intense and inclement weather conditions including but not limited to snow, high velocity winds, fog rain, heat and flooding. The Proposer understands he/she is responsible for providing solid waste collection services no matter what the conditions or circumstances as long as the contract continues in force. The Contractor is responsible for making all reasonable efforts including, but not limited to, additional trucks, personnel and tire chains, to continue to provide consistent reliable service.

The Contractor shall complete the work in and under conditions he/she may encounter or create, without extra cost to the City.

## 4.00

### SPRING/FALL AND CHRISTMAS TREE COLLECTION SERVICES

4.01 Spring/Fall Cleanup Campaign: The Contractor shall provide a spring and fall cleanup collection and disposal service in accordance with the City's cleanup campaign rules and regulations. The service is provided only to residential property owners who make application for the service and pay the required fee. The Contractor shall be paid \$25.00 for each property owner who is provided with spring or fall cleanup service.

4.02 Christmas Tree Collection: The Contractor, if requested by the City, shall provide at no additional cost a Christmas tree collection service. Trees are to be picked up in accordance with the City regulations on a date to be determined by the City and Contractor after January 1st of each year.

5.00

MATERIALS COLLECTED

5.01 Materials Collected: The Contractor shall collect residential solid waste as defined in this document.

5.02 Non-processible and Hazardous Waste: The Contractor shall not be required hereunder to provide haul service for non-processible waste. No hazardous wastes will be collected by the Contractor unless specifically requested by the resident, approved by the City and agreed to by the Contractor.

6.00

CONTAINERS

6.01 Containers: Contractor shall provide sufficient garbage containers for the use of all residential users as required and shall assemble and deliver the same to all City residents as needed during the term of this agreement, and the Contractor shall provide personnel as necessary to record serial numbers of containers and the residences or locations to which delivered. The Contractor shall repair or replace all containers damaged by the Contractor during the term of this Agreement, normal wear and tear excepted. It is further agreed that all residential approved garbage containers provided to the City's residents are the property of Contractor.

Contractor agrees to provide additional or replacement containers within 7 working days of receipt of written notice from the City for additional containers.

6.02 Unapproved Containers: The Contractor shall not be required to collect solid waste unless it is in an approved garbage container, as defined in Paragraph 1, except as otherwise provided for in this Agreement.

6.03 Special Services and Containers: The Contractor will provide at no additional cost special service for handicapped persons or senior citizens not able to handle the 90 or 100 gallon approved garbage container. Such special service will be as directed and approved by the City.

6.04 Container Location: All approved garbage containers shall be placed within two feet of the blacktop or in the gutter if curb and gutter is present, and at a location that is readily accessible to the Contractor and its equipment, unless previous arrangements are made between the resident and the Contractor.

7.00

COLLECTION OPERATION

7.01 Collection Point: Normal collection points for residential refuse shall be at curbside.

7.02 Collection Equipment: The Contractor shall provide an adequate number of vehicles approved by the City for regular collection services. Vehicles and equipment shall be kept in good condition and repair, appearance, and in a sanitary condition at all times, properly inspected and meeting State and local requirements. Vehicles used by the Contractor shall not be older than five years at the commencement of the contract. Each vehicle shall have clearly visible, on each side, the name and telephone number of the Contractor.

Contractor agrees to furnish the City with the make, serial and license numbers of the vehicle or vehicles primarily assigned to City pick-up. Contractor shall provide and maintain vehicles and equipment in such a manner so as to not gouge, scrape, peel or otherwise damage approved garbage containers owned by the City.

7.03 Hauling: All solid waste hauled by the Contractor shall be contained or enclosed so that leaking, spilling or blowing of the material is prevented. In the event of any spillage by the Contractor, the Contractor shall immediately clean up the litter. Contractor shall immediately clean up any fluid leaks emanating from Contractors collecting equipment, including but not limited to hydraulic fluids and oil.

7.04 Litter: The Contractor shall not litter premises in the process of making collections. The Contractor shall not be required to collect or clean up material that has not been placed in an approved garbage container or in a manner herein provided.

7.05 Disposal Facility: All residential solid waste collected shall be hauled by the contractor to the landfill facilities as required by regulations. The Contractor shall become familiar with and abide by all rules regulations, laws, contract, provisions, etc., related to the use of such disposal facilities.

7.06 Collection Schedule: The Contractor shall prepare and submit for approval by the City a collection schedule which shall insure regular weekly collection service. Adequate equipment, forces and materials shall be made available by the Contractor to start work on the date ordered by the City and to comply with the collection schedule. The Collection schedule shall show the days of the week on which collection will be made at each residential unit in the collection zone. All regular collection shall be made Monday through Saturday. Adjustments may be made for holidays or emergency upon prior written concurrence of the City.

- (a) Maps and schedules of collection routes shall be provided to the City a minimum of 30 days prior to the initiation of collection operations or changes in operation.
- (b) Maps and schedules of collection routes shall show the day(s) for regularly scheduled pickup for each route and area.
- (c) The City shall give prior written approval to all routes and schedules when established or changed prior to Contract implementation of same.

- (d) Changes in regular collection routes or schedules shall not be made more often than once during any six month period without the written consent of the City.

7.07 Holidays: The following shall be holidays for purposes of this contract:

New Years Day  
Independence Day  
Thanksgiving Day  
Christmas Day

Contractor shall observe all of the above mentioned holidays by suspension of collection service on that holiday.

The Contractor shall notify each and every residential unit in the City of the holiday collection schedule by newspaper notice, which the contractor shall cause to be published in a newspaper of general circulation. Notice shall be published at least two days prior but not more than seven days prior to the interruption of regular collection. The notice shall clearly state the new collection date and the area affected by the new collection date. If the collection is made the day immediately collection date. If the collection is made the day immediately following the holiday, no published notice shall be necessary.

7.08 Time of Collection: The Contractor shall not commence collection of refuse in residential areas prior to 7:00 A.M. or continue after 9:00 P.M. without approval of the City.

7.09 City Not Liable for Delay: In no event shall the City be liable or responsible to the Contractor or to any other person for or on account of any stoppage or delay in the work herein provided for by injunction or other legal equitable proceedings, or from or by or on account of any delay for any cause over which the City has no control.

7.10 Commercial Collection: The Contractor may deal directly with business, commercial, industrial and institutional establishments and non-complying residences and all sums collected by it from such establishments shall belong to the Contractor as its compensation and shall not be accounted for by it to the City. The City, however, does not, by this Agreement, purport to grant to Contractor the exclusive right to collect and dispose of such business, commercial, industrial and institutional garbage, the same being a matter of negotiation and individual agreement with said contributors. In the event the Contractor shall handle such business, commercial, industrial and institutional garbage, it shall be required to obtain a City Business License and to comply with all applicable Ordinances and regulations with respect to the hauling and disposal thereof. Contractor agrees not to co-mingle any business, commercial, industrial and institutional waste with that collected from residential users, municipal buildings, City parks and special pickups within the City, nor co-mingle any wastes collected outside the City with those collected pursuant to this Agreement.



7.11 Books, Records and Contract Confidentiality: The Contractor shall keep records of wastes collected and delivered to the landfill and of the charges therefor and to furnish to the City coincident with and as a condition of processing monthly payments, requests, a monthly record showing amounts of wastes so delivered and the days of delivery of the same, with truck identification. The City shall have the right to review any records which in any way pertain to said deliveries or to the payments due to the Contractor. All information so obtained shall be confidential and shall not be released by the City unless expressly authorized in writing by the Contractor.

7.12 Tipping Fees: The Contractor shall pay all tipping fees to the landfill pursuant to this Agreement.

7.13 Notification of Violations: The Contractor's employee shall notify property owners of violations of the City's garbage collection and disposal regulations. Notification shall be given by filling out and attaching to the garbage can handle a violation notification form which shall be provided by the Contractor and approved by the City. The Contractor's employee shall keep a written record of all such notices distributed and to furnish the City coincident with and as a condition of processing monthly invoice requests, a monthly written summary of all such notices given.

## 8.00            EMPLOYEES

The Contractor agrees to prohibit any employee from working while under the influence of alcohol, drugs or otherwise impaired and to prohibit drinking of alcoholic beverages by his drivers and crew members while on duty or in the course of performing their duties under this Contract. Contractor's employees shall be required to wear a clean uniform bearing the Contractor name. Employees who normally and regularly come into direct contact with the public shall bear some means of individual identification such as a name tag or identification card. Employees driving the Contractor's vehicles shall at all times possess and carry a valid commercial driver's license issued by the State of Utah having a class required to operate the collection vehicle being operated. Contractor's employees, officers, agents and sub-contractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees or agents of the City.

8.01 Alcohol and Drug Free Workplace Compliance: Contractor employees must comply with federal regulations regarding the A.D.F.W. policy, and shall comply with all testing requirements.

## 9.00            COMPLAINTS

It is of the utmost importance that the services required under this contract be provided in a reasonable and responsive manner sufficient to develop and sustain adequate public acceptance and support of Contractor's services. As a condition of accepting this Contract, Contractor assures that service will be performed in this manner and to adhere to the following:

9.01 Office: The Contractor shall maintain a local telephone number or such other office facilities through which he/she can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 A.M. to 5:00 P.M. on regular business days. Such office shall be within a reasonable distance from the City.

The Contractor shall maintain the capability to receive service complaints by telephone (in person) during all normal working hours; and by telephone, in person or by recorder at all other times.

The Contractor shall furnish City with after-hours telephone numbers for emergency response.

9.02 Response and Resolution: The Contractor shall resolve all complaints regarding services in a prompt, courteous and expeditious manner. Whenever the Contractor receives notification of locations which have not received scheduled service, the Contractor shall provide collection before 9:00 P.M. the same day, if notice is received before 3:00 P.M.; or before 10:00 A.M. the following day, if notice is received after 3:00 P.M. Contractor shall report the disposition of all complaints by telephone to the designated City representative in a timely manner.

9.03 Documentation: The Contractor shall maintain a permanent log of all service complaints; said log shall specify the following items as a minimum:

- (1) The name, address and phone number of complaint.
- (2) The date and time (hour) the complaint was received.
- (3) The specific nature of the complaint.
- (4) The date and time (hour) the complaint was responded to.
- (5) The date and time the complaint was resolved.
- (6) The manner in which the complaint was resolved.

The Contractor shall submit a current monthly summary of this log to the City coincident with and as a condition of processing monthly payment requests.

9.04 Performance Standards and Penalties: Should the number of verified missed services per day exceed 2% of the residential units during any month, a penalty equal to \$10.00 times the number of missed services shall be deducted from the Contractor's billing.

On second notice of any verified uncorrected complaint, the City may, at its option, remedy the complaint and assess \$50.00 liquidated damages, to be deducted from that month's billing. The Contractor and City recognize that City will suffer damage if

9.04  
14

Contractor fails to comply with the aforesaid provisions, that such damages would be difficult to ascertain, and that the aforesaid sum is a reasonable and agreed estimate of City's actual damages for each such failure of Contractor.

#### 10.00      LAWS, LICENSES AND TAXES

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the Specifications shall govern the obligations of the Contractor where there exists conflicting ordinances of the city on the subject. The Contractor shall obtain all licenses and permits and promptly pay all taxes required by governmental agencies.

#### 11.00      NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

#### 12.00      INDEMNITY

The Contractor shall indemnify, save harmless, and exempt the City its officers, agents servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs and expense, and attorneys' fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees; provided however, that the Contractor shall not be liable for any suits actions legal proceedings, claims, demands, damages, cost, expenses and attorneys' fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees.

#### 13.00      INSURANCE

Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors.

13.01 Coverage. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage ("occurrence" from CG 0001 1185) or Insurance Services Office form number GL0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 with the Broad Form Comprehensive General Liability endorsement.

2. Insurance Services Office Business Auto Coverage form number CA 0001 1290 covering Automobile Liability, code 1 "any auto," or prior edition CA 0001 0187 and endorsement CA 0029 1288 Changes in Business Auto and Truckers Coverage forms - Insured Contract.

3. Workers' Compensation insurance as required by the State of Utah and Employers Liability Insurance.

13.02 Coverage Limits. Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be \$5,000,000.00.

2. Automobile Liability: \$2,000,000.00 combined single limit per accident for bodily injury and property damage.

3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by Utah State law and Employers Liability limits of \$1,000,000.00 per accident.

13.03 Deductibles. Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either:

1. The insurer shall reduce or eliminate such deductibles or self insured retentions as respects the City, its officers, officials, employees and volunteers; or

2. Contractor shall procure a bond or letter of credit guaranteeing payment of any deductibles or self insured retentions.

13.04 Policy Provision. The policies are to contain, or be endorsed to contain, the following provisions:

1. For General Liability and Automobile Liability Coverage:

a. The City, its officers, officials employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned leased hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers officials, employees or volunteers.

b. Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

d. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. For Workers' Compensation and Employers Liability Coverage, the insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Contractor pursuant to this Agreement.

3. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

13.05 Best's Rating. Insurance is to be placed with insurers with a Best's rating of no less than A:VII. Insurers must maintain the A:VII or better rating for the entire ten year term of this Agreement. Contractor shall provide the City with annual updates showing each insurer's Best rating.

13.06 Certificate of Insurance. Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

13.07 Subcontractors. Contractor shall include any subcontractor as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

14.00

DISPUTE RESOLUTION

14.01 Resolution. The parties to resolve disputes short of litigation, if possible. Therefore, before commencing legal action, the parties shall attempt to negotiate a solution, and if unsuccessful, consider other means of resolving the dispute without litigation.

7/1/97 - amount to \$7.72  
Landfill

15.00

BASIS AND METHOD OF PAYMENT

15.01 Billing. All billing for residential solid waste shall be handled by the City. The City shall assess residential solid waste fees through its utility billing accounts. The parties agree that the City may choose to collect additional sums from residential accounts to cover the cost of tipping fees, postage, billing, personnel, and other expenses that the City may incur or assess in performing its duties under this Agreement. Any such additional charges shall be retained by and shall be the sole property of the City.

15.02 Basic Fee. The City shall collect and pay Contractor a basic fee of Seven Dollars and Fifty-seven Cents (\$7.57) per month per residential unit for residential solid waste collection.

1. Guarantee of basic fee. Contractor guarantees the basic fee for two (2) complete City fiscal years (until February 28, 1999). Contractor shall not apply for nor receive an increase in the basic fee that takes effect during the guarantee period. The aforementioned is only for the collection service and does not include possible transfer station and/or landfill price increases. Under those circumstances, the Contractor may request a price increase as described in section 15.05.

2. Increase in basic fee. Contractor may apply for annual increase in the basic fee after the first two years have been completed, but any increases shall be capped and tied to First Security Bank's Wasatch Front Cost of Living Index. In the event First Security Bank's Wasatch Front Cost of Living index is discontinued or unavailable, the parties shall use the Consumer Price Index ("CPI") published by the Department of Commerce. Contractor shall not apply for nor received an increase if First Security Bank's Wasatch Front Cost of Living Index stays the same or decrease for the appropriate time period.

a. Maximum increase for FY'99/00. The maximum amount that the basic fee can increase during fiscal year 1999-2000 (March 1, 1999 - February 28, 2000) shall be the cumulative percentage increase in First Security Bank's Wasatch Front Cost of Living Index for the previous two calendar years (1997 and 1998), or ten percent (10%), whichever is less.

b. Maximum increase for subsequent fiscal years. The maximum amount that the basic fee can increase during any subsequent fiscal year shall be the percentage increase in First Security Bank's Wasatch Front Cost of Living Index for the previous calendar year or seven percent (7%), whichever is less. Applications for fee increase shall be heard and decided by the Mapleton City Council. Any proposed increase in the basic fee must be supported by documentation from Contractor that justifies and supports the proposed fee increase. The City Council is not obligated to grant all or any portion of a requested increase. However, the City Council shall not deny an application meeting the requirements of this Agreement without justification. If Contractor requests an increase meeting the requirements of this section, and if the City Council fails to grant the full amount of the requested increase, Contractor may terminate this Agreement.

15.03 Timing of increases. Basic fee increase must be applied for by October 1 of a given year (in time for the City to prepare its annual budget) and would take effect on March 1 (the beginning of the City's fiscal year).

15.04 Decrease in basic fee. The City may decrease the basic fee after the guarantee period if First Security Bank's Wasatch Front Cost of Living Index decreases. The maximum amount of the decrease shall be the percentage decrease in First Security Bank's Wasatch Front Cost of Living Index for the previous calendar year. Any decrease in the basic fee shall take effect on March 1 following the calendar year having an Index decrease.

15.05 Unforeseen special circumstances. If there are unforeseen special circumstances which affect Contractor's operation costs during a fiscal year, transfer station/landfill price increase, etc. either party may request a special fee adjustment and negotiation session at a time other than the usual budget process. Changing the fee due to unforeseen special circumstances shall be discretionary with the City Council. However, any Utah County Transfer Station landfill increase will be accepted by the City Council and past onto the City and its residents. Any proposed fee increase must be supported by documentation from Contractor that justifies and supports the proposed fee increase. This provision shall not be used except for rare economic conditions or other unusual circumstances. Normal inflation (inflation experienced by the United States in any of the last forty (40) years) and other similar difficulties shall not qualify as special circumstances.



15.06 Examples. For example, if First Security Bank's Wasatch Front Cost of Living Index increased 6% during calendar year 1997 and 3% during calendar year 1998, and if Contractor desired to increase the basic fee, Contractor must make an application for increasing the fee by October 1, 1998, and any increase would not take effect until March 1, 1999. The maximum amount of the increase would be nine percent (9%). If First Security Bank's Wasatch Front Cost of Living Index increased 8% during calendar year 1999, and if Contractor desired to increase the basic fee for fiscal year 2000-2001, Contractor must make an application for increasing the fee by October 1, 1999, and any increase would not take effect until March 1, 2000. The maximum amount of the increase would be seven percent (7%).

15.07 Additional Cans. Residential units having more than one garbage can shall be charged Two Dollars and Eighty-eight Cents (\$2.88) per month for each additional can at that location. Contractor guarantees the additional can fee for two (2) complete City fiscal years (until February 28, 1999). Contractor may apply for increase in the additional

can fee according to the same conditions, terms, procedures and limitations that apply to its applications for increase in the basic fee.

15.08 Payment. The City shall pay Contractor the basic fee and additional can fee on or before the last day of the month following the month service was rendered. For example, the City shall pay Contractor on or before March 31 for services rendered in February. The City shall prorate any accounts that were established or terminated during the month so that it is only paying for the number of days that each account was actually serviced. The City may withhold payment upon determination the Contractor has not provided the agreed upon level of service. Their payment shall be withheld until a satisfactory resolution to the problem has been reached.

## 16.00           TRANSFERABILITY OF CONTRACT

No assignment of the Contract or any right accruing under this Contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liabilities and obligations of the Contractor under this Contract.

## 17.00           OWNERSHIP

17.01 Title to Waste: Title to all waste shall be vested in the Contractor upon being placed in its vehicle, except that Contractor will use their best efforts to recover any items which a resident may have inadvertently or unintentionally deposited in a container, and if located, will relinquish possession and title thereto such resident.



18.00

OTHER SERVICES

18.01 Customer Service Representative. Contractor shall provide and maintain a customer service representative and telephone number who shall be available to the City and its citizens during business hours (Contractor solid waste collection hours), and on Saturdays when holidays require schedule adjustments, to receive complaints and reports of problems. Contractor may use automated answering devices to receive call made during off hours. Contractor shall contact the customer on the same day of the complaint or report, if possible, and shall respond to customer complaints and/or reports of problems within one working day of being notified. Contractor shall make a good faith effort to resolve customer concerns and/or ongoing problems within one week (prior to the next scheduled collection day) after notification.

18.02 Radio Communications. Contractor shall maintain two-way radio communication ability between the collection vehicles and its central office to permit rapid deployment of crews to assist with problems, clean up spills, and handle missed pick-up.

18.03 Basic Service Requirements. The Contractor will obtain a Mapleton City business license.

19.00

TERMINATION

19.01 Termination of Agreement: In addition to the above-mentioned remedies for default, either party may terminate this Agreement if the other party fails to comply with any of the terms of this Agreement.

A. Cure Period. A party desiring to terminate the Agreement based on the other party's default shall first give the other party a written notice of the default. If the default is cured within thirty (30) days of receipt of the notice, then the Agreement shall remain in full force and effect. If the default is not cured within the 30 day cure period, then the non-defaulting party may terminate the Agreement by giving written notice to the defaulting party. Each party shall continue performing its respective obligations pursuant to this Agreement until the Agreement is actually terminated.

B. Remedy. If the Agreement is terminated, then neither party shall have any further obligation to perform pursuant to the Agreement. However, termination does not restrict any other remedy normally available at law equity or this Agreement for the non-defaulting party.

C. Equipment. For the purposes of this section, equipment shall mean all trucks, garbage cans, and equipment used by Contractor to perform this Agreement.

1. **Failure to perform.** If Contractor fails or is unable to perform its responsibilities pursuant to this Agreement for any reason, the City may elect to do one or both of the following:

a. Lease Contractor's equipment at fair market value until a permanent alternative solution can be arranged; or

b. Purchase Contractor's equipment at fair market value. If the parties are unable to agree on the fair market value, the parties shall mutually agree on any independent third party to determine the fair market value.

2. **Termination.** One (1) year before any scheduled termination of this Agreement, each party shall inform the other of its desire to extend or terminate the Agreement. If either party desires to terminate the Agreement, then the parties shall cooperate with each other to ensure a successful winding down period for the Agreement. If the parties desire to extend the Agreement, they shall have six (6) months to negotiate new terms for an agreement (if new terms are desired). If the parties are unable to agree on new terms for an extension, then the parties shall

have the remaining six (6) months to negotiate the lease or purchase of some or all of the equipment, if desired.

D. **Terminations not Based on Default or Term.** Termination not based on default or the expiration of a term, such as those described in paragraphs b. maximum increase for subsequent fiscal years - (City fails to increase basic fee), shall take effect ninety (90) days after the City receives written notice from Contractor of Contractor's intent to terminate the Agreement.

E. **Change of Laws.** If any federal or state laws are enacted, or if any court cases are decided, that invalidate or disapprove of the types of activities set forth in this Agreement, the parties shall renegotiate the terms of this Agreement relating to the type of activity that is not longer appropriate. If the parties are unable to renegotiate terms, then either party may terminate the Agreement.

**FORM OF ASSIGNMENT LETTER  
ALLIED WASTE SERVICES OF NORTH AMERICA, LLC**

May 2, 2005

Mr. Robert Bradshaw  
Mapleton City  
35 East Maple  
Mapleton, Utah 84664

Re: Residential Waste Contract, dated December 13, 1996

Dear Mr. Bradshaw:

BFI Waste Systems of North America, Inc. ("BFINA"), a Delaware corporation and an indirect wholly-owned subsidiary of Allied Waste Industries, Inc., a Delaware corporation ("AWI Parent"), hereby requests that Mapleton City give written consent to an assignment by BFINA of the above-referenced Residential Waste Contract, dated December 13, 1996 and all rights, title and interest therein of BFINA to its subsidiary, Allied Waste Services of North America, LLC ("AWSNA"), a Delaware limited liability company. AWSNA hereby agrees to assume all responsibilities in compliance with the terms and conditions of the above-referenced Residential Waste Contract, dated December 13, 1996 and any liabilities associated therewith.

This assignment is being requested as a result of AWI Parent's internal efforts to restructure certain of its subsidiaries to be administratively consistent with other existing operations. As part of this subsidiary restructuring project, the membership in AWSNA ultimately will be transferred to Browning-Ferris Industries, LLC ("BFILLC"). However, it is important to note that the current management and operations of the various local operations will not be affected by this assignment. While the change results from a purely internal transfer of assets and liabilities, the change is in the nature of a name change, in that the ultimate owner of BFINA, AWSNA, and BFILLC remains AWI Parent. There will be no change in personnel or any other aspect of the local operations as a result of this administrative adjustment. We remain firmly committed to these operations.

Any and all amendments to existing financial assurance documents will be forwarded to you as soon as possible.

Please confirm your written consent to this assignment by executing this letter as indicated below and returning it to the facility's address located at:

Allied Waste Services  
675 South Gladiola  
Salt Lake City, Utah 84104  
Attn: Gordon Raymond

Should you have any questions or concerns regarding this request, please contact Elaine Kuether, Corporate Paralegal at (480) 627-2370, or the local manager, Gordon Raymond, at (801) 924-8468.

Sincerely,

BFI WASTE SYSTEMS OF NORTH AMERICA, INC. and  
ALLIED WASTE SERVICES OF NORTH AMERICA, LLC

BY: [Signature]

TITLE: Mgr.

AGREED AND ACCEPTED TO AS OF THE 31 DAY OF May, 2005.  
Mapleton City

BY: [Signature]

TITLE: City Administrator

## ADDENDUM

To the Residential Solid Waste Collection & Disposal Services Contract

THIS Addendum to the Residential Solid Waste & Disposal Services "Contract" dated December 13, 1996 is made and entered into this 17<sup>th</sup> day of April, 2006, by and between Mapleton City, a Utah corporation (hereinafter called the "City"), and Allied Waste Services of North America, LLC, a Delaware limited liability company (hereinafter called "Contractor").

WHEREAS, Contractor has previously provided residential automated solid waste collection and disposal services within the boundaries of the City and to perform such work as may be incidental thereto; and

WHEREAS, the City desires to have Contractor continue to perform residential automated solid waste collection and disposal services in accordance with the terms of the Contract.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### 1) Contract Extension

Contract will be extended for the period of five (5) years beginning March 1, 2007 and concluding February 28, 2012.

### 2) Pricing

The pricing for services shall follow the contract specifications with the following changes:

1. Current fuel surcharge will roll into base rate in conjunction with the cost of living adjustment on July 1, 2006.
2. Rates will be adjusted each July 1, thereafter, based upon the Wasatch Front Consumer Price Index as determined by Wells Fargo Bank. If the Wells Fargo Consumer Price Index is unavailable, another mutually agreeable index may be substituted.

### 3) Additional Contract Extensions

City may choose to extend the contract after the expiration dated cited in section 1 above. Extensions will be negotiated with Contractor as may be in the best interests of the City.

**All terms of this addendum are subject to the original contract terms and specifications except as modified herein.**

### MAPLETON CITY

BY: Rh Bradshaw Date: 4/17/06  
(Authorized Representative)

### CONTRACTOR

BY: [Signature] Date: 5.1.06  
(Authorized Representative)

## ADDENDUM #2

### To the Residential Solid Waste Collection & Disposal Services Contract

THIS Addendum #2 to the Residential Solid Waste & Disposal Services "Contract" dated December 13, 1996, and "Addendum" dated April 17, 2006 is made and entered into this twenty second day of November, 2010, by and between Mapleton City, a Utah corporation (hereinafter called the "City"), and Allied Waste Services of North America, LLC, a Delaware limited liability company (hereinafter called "Contractor").

WHEREAS, Contractor has previously provided residential automated solid waste collection and disposal services within the boundaries of the City and to perform such work as may be incidental thereto; and

WHEREAS, the City desires to have Contractor ~~continue to perform~~ residential automated solid waste collection and disposal services in accordance with the terms of the Contract; and

WHEREAS, the City desires to reduce Contractors rates for automated solid waste collection and disposal services by directly paying for all tipping fees associated with the aforementioned services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

#### ***1) Contract Extension***

Contract will be extended for the period of two (2) years beginning March 1, 2012 and concluding February 28, 2014.

#### ***2) Disposal Fees***

City will be responsible for, and pay directly to disposal site provider, all tipping fees related to services incorporated in this agreement and associated addendums, effective December 1, 2010.

#### ***3) Pricing***

The pricing for services shall follow the contract specifications with the following changes:

1. Effective December 1, 2010, rates for services will be adjusted as follows:

1 <sup>st</sup> Carts	\$ 7.00
Add'l Carts	\$ 1.45

2. Effective each July 1, beginning July 1, 2011, through the term of this agreement, all rates associated with this contract and associated addendums will increase by 1.5%. The 1.5% increase will be in lieu of the increase methods described in section 15, item 2 in the contract.

**4) Additional Contract Extensions**

City may choose to extend the contract after the expiration dated cited in section 1 above. Extensions will be negotiated with Contractor as may be in the best interests of the City.

**All terms of this addendum are subject to the original contract terms and specifications as amended, except as modified herein.**

**MAPLETON CITY**

BY: R. R. Radshaw Date: 11/22/10  
(Authorized Representative)

**CONTRACTOR**

BY: R. R. Radshaw Date: 11.30.10  
(Authorized Representative)

### ADDENDUM #3

#### TO RESIDENTIAL SOLID WASTE COLLECTION & DISPOSAL SERVICES CONTRACT

This Addendum #3 to the Residential Solid Waste Collection and Disposal Services Contract (the "Addendum") is entered into on July 16, 2013 by and between Mapleton City, a Utah corporation (the "City"), and Allied Waste Services of North America, LLC, a Delaware limited liability company ("Contractor").

WHEREAS, Contractor has previously provided residential automated solid waste collection and disposal services within the boundaries of the City and to perform such work as may be incidental thereto pursuant to that certain Residential Solid Waste Collection & Disposal Services Contract, dated December 13, 1996, as amended by that certain Addendum #1 dated April 17, 2006 and that certain Addendum #2 dated November 22, 2010 (collectively, the "Contract").

WHEREAS, the City desires to have Contractor continue to perform residential automated solid waste collection and disposal services in accordance with the terms of the Contract for an extended term at the rates specified in this Addendum.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Contract Extension. The parties agree that the Contract shall be extended for an additional five years and four months beginning March 1, 2014 and expiring on June 30, 2019 (the "Extended Term").

2. Pricing. Effective as of January 1, 2014, the rates for services shall be adjusted as follows:

1 <sup>st</sup> cart:	\$5.05 (plus Fuel Surcharge)
2 <sup>nd</sup> cart:	\$2.50 (with no Fuel Surcharge for the second cart)

3. Annual Increase. Effective as of July 1, 2014 and each July 1<sup>st</sup> thereafter during the Extended Term, Contractor shall increase the rates for service in an amount equal to the percentage increases in the Consumer Price Index for Urban Consumers (CPI-U) U.S. City Average, as published by United States Department of Labor, Bureau of Statistics. Rates will be adjusted using the most recently available trailing 12 months average CPI compared to the 12 months preceding.

4. Fuel Surcharge. The parties agree that the Contractor will charge a fuel surcharge (the "Fuel Surcharge"), which is an additional charge on the first cart (but not the second cart as set forth above). The Fuel Surcharge charged on each invoice (and applicable for the entire period covered by the invoice) will be determined by cross-referencing the peak weekly-published price per gallon as reported by the U.S. Energy Information Administration "On Highway Diesel Fuel Prices" index ([www.eia.doe.gov/petroleum/gasdiesel/](http://www.eia.doe.gov/petroleum/gasdiesel/)) for the month

preceding the month covered in the invoice to the Fuel Recovery Fee Table attached as Exhibit A and then adding such amount to the rates for services for the first cart. For example, if the fuel rate is \$3.84 during the prior month, then the rates for services for the first cart would be \$5.50 (\$5.05 plus the \$.45 Fuel Surcharge).

5. Title to Hazardous Waste. The parties agree that Contractor shall not take title to or have liability for any Hazardous Waste.

6. Insurance. The parties agree that the following changes shall be made to Section 13.00 of the Contract:

(a) The parties agree that Contractor may provide the equivalent of the numbered policies set forth in Section 13.01(1) and (2).

(b) Section 13.03 is deleted in its entirety.

(c) Notwithstanding the provisions of Section 13.04(3), Contractor's insurance policy shall be endorsed only to provide notice in the event of a cancellation of the policy. Contractor agrees that Contractor shall provide at least 30 days prior notice if any required insurance is suspended, voided or reduced in coverage or limits.

(d) The parties agree to delete the last sentence of Section 13.06 in its entirety.

7. Additional Contract Extensions. The City may choose to extend the Contract after the expiration of the Extended Term. The extensions will be negotiated with Contractor as may be in the best interests of the City.

All terms of this Addendum are subject to the original Contract terms and specifications as amended, except as modified herein.

MAPLETON CITY

By: Gary Branch  
Name: Gary Branch  
Title: City Administrator

~~ALLIED WASTE SERVICES~~ OF NORTH AMERICA, LLC

By: [Signature]  
Name: David Price  
Title: GM



# EXHIBIT A

## Fuel Surcharge Table

Monthly Avg. \$/Gallon	\$ increase per 1st Container	Monthly Avg. \$/Gallon	\$ increase per 1st Container
\$2.39 or less	\$ -		
\$ 2.40	\$ 0.03	\$ 4.00	\$ 0.51
\$ 2.50	\$ 0.06	\$ 4.10	\$ 0.54
\$ 2.60	\$ 0.09	\$ 4.20	\$ 0.57
\$ 2.70	\$ 0.12	\$ 4.30	\$ 0.60
\$ 2.80	\$ 0.15	\$ 4.40	\$ 0.63
\$ 2.90	\$ 0.18	\$ 4.50	\$ 0.66
\$ 3.00	\$ 0.21	\$ 4.60	\$ 0.69
\$ 3.10	\$ 0.24	\$ 4.70	\$ 0.72
\$ 3.20	\$ 0.27	\$ 4.80	\$ 0.75
\$ 3.30	\$ 0.30	\$ 4.90	\$ 0.78
\$ 3.40	\$ 0.33	\$ 5.00	\$ 0.81
\$ 3.50	\$ 0.36		
\$ 3.60	\$ 0.39		
\$ 3.70	\$ 0.42		
\$ 3.80	\$ 0.45		
\$ 3.90	\$ 0.48		

## Amendment #4

### To Residential Solid Waste Collection & Disposal Agreement

THIS AMENDMENT (the "Amendment") is made and entered into this, the 6<sup>th</sup> day of March, 2019, by and between Mapleton City, a Utah Corporation, the ("City") and Allied Waste Services of North America, LLC, d/b/a Allied Waste Services of Utah County and Republic Services of Utah, the ("Contractor").

WHEREAS, the City and Contractor are parties to certain Agreement for Residential Solid Waste Collection, as amended by a last Amendment #3 dated July 16, 2013, (collectively the "Agreement") to provide residential solid waste; and

WHEREAS, Contractor has previously provided residential automated solid waste collection and disposal services within the boundaries of the City to perform such work as may be incidental thereto; and

WHEREAS, the City desires to have Contractor continue to perform residential automated solid waste collection services in accordance with the terms of the Agreement that is currently in place, and

WHEREAS, the City desires to now extend the contract, and

WHEREAS, the City and Contractor have agreed on a new pricing structure.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

#### 1) EXTENSION

The term of the Agreement will be extended for five (5) years beginning July 1, 2019 and concluding on June 30, 2024. This agreement will terminate at the end of this extension period unless parties mutually agree to extend for a period to be determined is in the best interest of both parties.

#### 2) PRICING

Pricing per home per month, starting July 1, 2019, will be as follows:

**1<sup>st</sup> container MSW - \$5.59**

**Additional MSW Containers - \$3.16**

3) ANNUAL PRICING INCREASE

On July 1<sup>st</sup> of each year, a pricing escalator will be used equal to the *Garbage and Trash Index CPI* using the Bureau of Labor Statistics year-over-year non-seasonal change from the most recent December to December comparison.

4) RECYCLING

During this Agreement, City reserves the right to enter into an exclusive curbside, or other recycling collection program, with Contractor as negotiated by both parties.

5) AGREEMENT ALTERATIONS

City and Contractor reserve the right to negotiate changes to this Agreement which are in the best interest and mutually agreed upon by both parties.

All other terms of the Agreement are not altered or superseded by this Amendment. Only those portions of the Agreement specifically modified in this Amendment are affected.

IN WITNESS WHEREOF, the parties have executed this Amendment #4 as of the date first set forth above.

CITY:

Mapleton City

By:  (signature)

Its: Mayor

Print Name: Dallas Hakes

 City Recorder

ATTEST

Page 2 of 2

CONTRACTOR:

ALLIED WASTE SERVICES OF NORTH  
AMERICA D/B/A REPUBLIC SERVICES OF  
UTAH COUNTY

By:  (signature)

Its: General Manager

Print Name: Gordon Raymond