



# WEST VALLEY CITY

The Regular Electronic Meeting of the West Valley City Council will be held on Tuesday, April 14, 2026, at 6:30 PM, in the City Council Chambers, West Valley City Hall, 3600 Constitution Boulevard, West Valley City, Utah. Members of the press and public are invited to attend in person or view this meeting live on YouTube at <https://www.youtube.com/user/WVCTV>.

## A G E N D A

1. Call to Order
2. Roll Call
3. Opening Ceremony: Councilmember Tom Huynh
4. Approval of Minutes:
  - A. March 24, 2026
5. Awards, Ceremonies and Proclamations:
  - A. A Proclamation Recognizing the Month of April 2026 as Child Abuse Prevention Month
  - B. A Proclamation Declaring the 24th Day of April, 2026, as Arbor Day in West Valley City

West Valley City does not discriminate based on race, color, national origin, gender, religion, age or disability in employment or the provision of services.

If you would like to attend this public meeting and, due to a disability, need assistance in understanding or participating, please notify the City Recorder, Nichole Camac, eight or more hours in advance of the meeting and we will try to provide whatever assistance may be required.

C. Leadership Academy Recognitions

6. Public Comment Period:

*(The comment period is limited to 30 minutes. Any person wishing to comment shall limit their comments to three minutes. Any person wishing to comment during the comment period shall request recognition by the Mayor. Upon recognition, the citizen shall approach the microphone. All comments shall be directed to the Mayor. No person addressing the City Council during the comment period shall be allowed to comment more than once. Comments shall be limited to City business and matters within the purview of the City Council. Speakers should not expect any debate with the Mayor, City Council or City Staff. The Mayor, City Council or City Staff may respond after the comment period has concluded. Speakers shall refrain from personal attacks against fellow citizens, city staff, or members of the City Council.)*

7. Public Hearings:

A. Accept Public Input Regarding Re-Opening the FY 2025-2026 Budget

Action: Consider Ordinance 26-11, Amend the Budget of West Valley City for the Fiscal Year Beginning July 1, 2025 and Ending June 30, 2026 to Reflect Changes in the Budget from Increased Revenues and Authorize the Disbursement of Funds

8. Ordinances:

A. 26-12: Amend Section 17-1-107 of the West Valley City Municipal Code to Update Requirements to Serve on the License Hearing Board

9. Resolutions:

A. 26-33: Approve a Franchise Agreement Between Vaix Inc. and West Valley City for a Telecommunications Network in the City

B. 26-34: Award a Contract to ACE Disposal, Inc. for Residential Solid Waste Collection Services

C. 26-35: Approve a Real Estate Purchase and Sale Agreement Between the City and 5700 West WVC Owner, LLC

10. Motion for Closed Session (if necessary)

11. Adjourn



## WEST VALLEY CITY

City Council Regular Meeting Minutes  
March 24, 2026

THE WEST VALLEY CITY COUNCIL MET IN ELECTRONIC REGULAR SESSION ON TUESDAY, MARCH 24, 2026 AT 6:30 P.M. AT WEST VALLEY CITY HALL, COUNCIL CHAMBERS, 3600 CONSTITUTION BOULEVARD, WEST VALLEY CITY, UTAH.

THE MEETING WAS CALLED TO ORDER AND CONDUCTED BY MAYOR LANG.

### THE FOLLOWING MEMBERS WERE PRESENT:

Karen Lang, Mayor  
Lars Nordfelt, Councilmember At-Large  
Don Christensen, Councilmember At-Large  
Tom Huynh, Councilmember District 1  
Scott Harmon, Councilmember District 2 (*online*)  
William Whetstone, Councilmember District 3 (*online*)  
Cindy Wood, Councilmember District 4

### STAFF PRESENT:

Ifo Pili, City Manager  
Nichole Camac, City Recorder  
John Flores, Assistant City Manager  
Eric Bunderson, City Attorney  
Michael Fossmo, Deputy Police Chief  
John Evans, Fire Chief  
Jim Welch, Finance Director  
Steve Pastorik, CED Director  
Dan Johnson, Public Works Director  
Jamie Young, Parks and Recreation Director (*online*)  
Jonathan Springmeyer, RDA Director  
Sam Johnson, Strategic Communications Director  
Craig Thomas, Community and Culture Director  
Paula Melgar, HR Director  
Tumi Young, Chief Code Enforcement Officer  
Travis Crosby, IT

### OPENING CEREMONY- COUNCILMEMBER LARS NORDFELT

Councilmember Lars Nordfelt asked members of the Council, staff, and audience to rise and recite the Pledge of Allegiance.

**APPROVAL OF MINUTES OF REGULAR MEETING HELD MARCH 10, 2026**

The Council considered the Minutes of the Regular Meeting held March 10, 2026. There were no changes, corrections or deletions.

Councilmember Christensen moved to approve the Minutes of the Regular Meeting held March 10, 2026. Councilmember Wood seconded the motion.

A voice vote was taken and all members voted in favor of the motion.

**AWARDS, CEREMONIES, AND PROCLAMATIONS**

**A. A PROCLAMATION DECLARING APRIL 6- APRIL 10, 2026 AS NATIONAL COMMUNITY DEVELOPMENT WEEK**

Councilmember Christensen read a proclamation Declaring April 6- April 10, 2026 as National Community Development Week.

**PUBLIC COMMENT PERIOD**

Daniel McCrae, requested information about the “Hometown Initiative,” questioning its leadership and alleged involvement of a volunteer in the program. He raised concerns about the care and legal decisions involving his aunt, alleging exploitation, improper authority over her medical and financial matters, and inadequate medical care leading to her death. He also questioned the handling of her will and post-death arrangements.

Mike Markham, expressed concern about the size and placement of a recently approved tire store, stating it is large and intrusive in a primarily residential area. He questioned whether the full impact was considered, noting its proximity to homes on multiple sides and comparing it to a previously denied tire store proposal.

**PUBLIC HEARINGS**

**A. ACCEPT PUBLIC INPUT REGARDING APPLICATION ZT-7-2025, FILED BY WEST VALLEY CITY, REQUESTING A ZONE TEXT CHANGE TO MODIFY SOME OF THE RESIDENTIAL ESTATE (RE) ZONE REQUIREMENTS FOR ACCESSORY BUILDINGS** Mayor Lang informed a public hearing had been advertised for the Regular Council Meeting scheduled March 24, 2026 in order for the City Council to hear and consider public comments regarding application ZT-7-2025, Filed by West Valley City, Requesting a Zone Text Change to Modify Some of the Residential Estate (RE) Zone Requirements for Accessory Buildings.

Written documentation previously provided to the City Council included information as

follows:

The proposed ordinance change will modify two regulations for accessory buildings located in the RE Zone. The current setback requirement from side and rear property lines for accessory buildings located in the rear yard is 10'. This change would reduce the required setbacks to 1' from side and rear property lines. All other residential zones in the City, including the R-1-20 Zone, which has a larger minimum lot size requirement than the RE Zone, only require a 1' minimum setback for accessory buildings in the rear yard. The proposed amendment would also change the height limitation for accessory buildings from 1.5 stories tall to 1 story, which is consistent with other residential zones and building code standards. The two amendments will standardize accessory building requirements for all residential zones within the City.

Mayor Lang opened the Public Hearing.

Ryan Mahoney encouraged the city to support accessory dwelling units (ADUs) as a strategy to reduce reliance on large, high-density buildings. He emphasized balancing this with respect for existing residential areas and noted that measures like building setbacks are a positive step.

Mayor Lang closed the Public Hearing.

**ACTION: ORDINANCE 26-10, AMEND SECTION 7-6-202 OF THE ZONING ORDINANCE TO UPDATE RE ZONE STANDARDS FOR ACCESSORY DWELLING BUILDINGS TO BE CONSISTENT WITH OTHER RESIDENTIAL ZONES**

The City Council previously held a public hearing regarding proposed Ordinance 26-10 that would amend Section 7-6-202 of the Zoning Ordinance to Update Re Zone Standards for Accessory Dwelling Buildings to be Consistent with Other Residential Zones.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Huynh moved to approve Ordinance 26-10.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes

Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

**RESOLUTION 26-27: APPROVE A RETIREMENT PLAN ADVISORY AND CONSULTING AGREEMENT WITH KESTRA ADVISORY SERVICES, LLC**

Mayor Lang presented proposed resolution 26-27 that would approve a Retirement Plan Advisory and Consulting Agreement with Kestra Advisory Services, LLC.

Written documentation previously provided to the City Council included information as follows:

Retirement Fiduciary & Advisory Services provide disciplined investment oversight, fee benchmarking and negotiation, governance documentation, compliance support, and employee education to promote retirement readiness.

The Committee conducted a formal and well-documented evaluation process, including an RFI and finalist presentations, to ensure prudent fiduciary decision-making. After thorough review and discussion, NFP demonstrated the best alignment with the plan’s needs and long-term objectives.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Huynh moved to approve Resolution 26-27.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilmember Wood	Yes
Councilmember Whetstone	Yes
Councilmember Harmon	Yes
Councilmember Huynh	Yes
Councilmember Christensen	Yes
Councilmember Nordfelt	Yes
Mayor Lang	Yes

Unanimous.

**RESOLUTION 26-28: EXPRESS INTENT TO ANNUALLY CONSIDER ADJUSTMENTS TO THE CITY'S CERTIFIED PROPERTY TAX RATE TO OFFSET INFLATION AND SUPPORT THE LONG-TERM FINANCIAL STABILITY AND SERVICE NEEDS OF THE CITY**

Mayor Lang presented proposed resolution 26-28 that would express Intent to Annually Consider Adjustments to the City's Certified Property Tax Rate to Offset Inflation and Support the Long-Term Financial Stability and Service Needs of the City.

Written documentation previously provided to the City Council included information as follows:

This resolution clarifies the policy, rationale, fiscal context, and governance considerations for implementing an annual property tax adjustment. Under Utah's Truth in Taxation framework, property tax revenues remain flat unless the certified rate is intentionally adjusted. Without periodic adjustments, the city experiences a gradual erosion of purchasing power, resulting in structural stress on core services.

Adopting an annual adjustment policy tied to recognized inflation measures such as the Consumer Price Index (CPI) or Municipal Cost Index (MCI) promotes predictability, transparency, and fiscal sustainability while minimizing the risk of larger and potentially disruptive tax increases in the future.

West Valley City provides essential municipal services that are labor-intensive and subject to increasing costs. Over time, inflation in wages, benefits, fuel, utilities, materials, contractual services, and capital replacement exceed revenue growth. While sales tax and other revenues fluctuate with economic cycles, they do not keep up with the cost of city services. Property tax is the only significant and direct source of funding for City services that the City Council controls.

Utah's Truth in Taxation system protects taxpayers by requiring transparency and public disclosure whenever a taxing entity proposes to increase property tax revenue above the certified rate. However, it does not adjust revenues for inflation. As a result, when property tax revenues remain unchanged over long periods, service levels must often be reduced, deferred, or curtailed.

Incremental and regular property tax adjustments aligned with inflation help maintain service levels, stabilize long-range financial planning, and reduce future fiscal shocks.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Nordfelt moved to approve Resolution 26-28.

Councilmember Christensen seconded the motion.

A roll call vote was taken:

Councilmember Wood		Yes
Councilmember Whetstone	No	
Councilmember Harmon		No
Councilmember Huynh		No
Councilmember Christensen	Yes	
Councilmember Nordfelt		Yes
Mayor Lang		Yes

Majority.

**RESOLUTION 26-29: AWARD A CONTRACT TO B H, INC. FOR THE CITY HALL PARKING LOT RECONSTRUCTION PROJECT**

Mayor Lang presented proposed resolution 26-29 that would award a Contract to B H, Inc. for the City Hall Parking Lot Reconstruction Project.

Written documentation previously provided to the City Council included information as follows:

Bids were opened for the City Hall Parking Lot Reconstruction project on February 10, 2026. A total of thirteen (13) bids were received. The lowest responsible bidder was B H, Inc. in the amount of \$1,137,908.90.

This project includes the reconstruction of City Hall parking lot, featuring a redesigned parking layout to improve traffic circulation and enhance accessibility. The project also includes updated landscaping and site lighting to improve safety and overall appearance.

Additionally, the sidewalk and landscaped area in front of City Hall will be reconstructed. Improvements include a widened sidewalk along Constitution Blvd. to enhance pedestrian safety and improve ADA accessibility.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Wood moved to approve Resolution 26-29.

Councilmember Huynh seconded the motion.

A roll call vote was taken:

Councilmember Wood		Yes
Councilmember Whetstone	Yes	
Councilmember Harmon		Yes
Councilmember Huynh		Yes
Councilmember Christensen	Yes	
Councilmember Nordfelt		Yes
Mayor Lang		Yes

Unanimous.

**CONSENT AGENDA**

**A. RESOLUTION 26-26: APPROVE AN EXECUTIVE ORDER TO CREATE A VOLUNTARY LEAVE BANK PROGRAM**

Mayor Lang presented proposed resolution 26-26 that would approve an Executive Order to Create a Voluntary Leave Bank Program.

Written documentation previously provided to the City Council included information as follows:

The city currently provides employees with accrued leave benefits such as PTO and holiday. However, employees who experience serious medical conditions, or need to care for an immediate family member may exhaust their accrued leave and face unpaid time away from work.

A Voluntary PTO Leave Bank allows employees to support one another during times of hardship by donating leave hours into a shared pool. Many public sector organizations have adopted similar programs as a way to enhance employee support, morale, and retention while maintaining fiscal responsibility.

Unanimous.

**B. RESOLUTION 26-30: RATIFY THE REAPPOINTMENT OF MICHAEL FINCH TO THE PROFESSIONAL STANDARDS REVIEW BOARD FOR A TERM COMMENCING APRIL 1, 2026 AND ENDING MARCH 30, 2028**

Mayor Lang discussed proposed Resolution 26-30 that would ratify the Reappointment of Michael Finch to the Professional Standards Review Board for a Term Commencing April 1, 2026 and Ending March 30, 2028

Written documentation previously provided to the City Council included information as follows:

The Professional Standards Review Board reviews all allegations of police misconduct from a citizen’s perspective and makes various recommendations to the Police Chief regarding these incidents.

C. **RESOLUTION 26-31: RATIFY THE APPOINTMENT OF SUSAN ATKIN TO THE PROFESSIONAL STANDARDS REVIEW BOARD FOR A TERM COMMENCING APRIL 1, 2026 AND ENDING MARCH 30, 2028**

Mayor Lang discussed proposed Resolution 26-31 that would ratify the Appointment of Susan Atkin to the Professional Standards Review Board for a Term Commencing April 1, 2026 and Ending March 30, 2028.

Written documentation previously provided to the City Council included information as follows:

The Professional Standards Review Board reviews all allegations of police misconduct from a citizen’s perspective and makes various recommendations to the Police Chief regarding these incidents.

D. **RESOLUTION 26-32: RATIFY THE APPOINTMENT OF JENNIFER OLSEN TO THE PROFESSIONAL STANDARDS REVIEW BOARD FOR A TERM COMMENCING APRIL 1, 2026 AND ENDING MARCH 30, 2028**

Mayor Lang discussed proposed Resolution 26-32 that would ratify the Appointment of Jennifer Olsen to the Professional Standards Review Board for a Term Commencing April 1, 2026 and Ending March 30, 2028.

Written documentation previously provided to the City Council included information as follows:

The Professional Standards Review Board reviews all allegations of police misconduct from a citizen’s perspective and makes various recommendations to the Police Chief regarding these incidents.

Upon inquiry by Mayor Lang there were no further questions from members of the City Council, and she called for a motion.

Councilmember Nordfelt moved to approve all items on the consent agenda.

Councilmember Christensen seconded the motion.

**MINUTES OF COUNCIL REGULAR MEETING – MARCH 24, 2026**

**-9-**

A roll call vote was taken:

Councilmember Wood		Yes
Councilmember Whetstone	Yes	
Councilmember Harmon		Yes
Councilmember Huynh		Yes
Councilmember Christensen	Yes	
Councilmember Nordfelt		Yes
Mayor Lang		Yes

Unanimous.

**MOTION TO ADJOURN**

Upon motion by Councilmember Huynh all voted in favor to adjourn.

THERE BEING NO FURTHER BUSINESS OF THE WEST VALLEY COUNCIL, THE REGULAR MEETING ON TUESDAY MARCH 24, 2026 WAS ADJOURNED AT 6:49 PM BY MAYOR LANG.

I hereby certify the foregoing to be a true, accurate and complete record of the proceedings of the Regular Meeting of the West Valley City Council held Tuesday, March 24, 2026.

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Nichole Camac, MMC  
City Recorder



# Proclamation

***A PROCLAMATION RECOGNIZING THE MONTH OF APRIL 2026 AS CHILD ABUSE PREVENTION MONTH.***

***WHEREAS***, the children of West Valley City are the future of our state's success and investing in their general welfare, safety and livelihood are of utmost priority; and

***WHEREAS***, all children deserve to grow up in a safe and nurturing environment to assure they reach their full potential as they grow and develop; and

***WHEREAS***, the protection of children and strengthening of families is of concern and responsibility of all West Valley City citizens because the wellness of children affects our lives now and will continue to affect us in the future; and

***WHEREAS***, there were hundreds of cases of child abuse in West Valley City last year, each of which impact an entire family and affect the community as a whole; and

***WHEREAS***, child abuse respects no racial, religious, socio-economic or geographic boundaries; and

***WHEREAS***, all citizens of West Valley City need to become more aware of child abuse and its prevention within their respective communities and actively encourage and support parents to raise their children in a safe and nurturing environment; and

***WHEREAS***, preventing child abuse requires each member of the community to be attentive to the problems of families around them and commit to do everything they can to help.

***NOW, THEREFORE***, we, the Mayor and the City Council of West Valley City, Utah do hereby proclaim and recognize April 2026 as ***CHILD ABUSE PREVENTION MONTH*** and we call upon all our citizens to renew their commitment to be educated on the impact of child abuse and join in working for its prevention within our community.

***Dated this April 14, 2026.***

***WEST VALLEY CITY***

\_\_\_\_\_  
***MAYOR***

***ATTEST:***

\_\_\_\_\_  
***CITY RECORDER***



# Proclamation

***A PROCLAMATION DECLARING THE 24TH DAY OF APRIL, 2026,  
AS ARBOR DAY IN WEST VALLEY CITY.***

***WHEREAS*** West Valley City, Utah, has committed considerable time and resources to the urban forest and has chosen to set aside a special day for the planting of trees; and

***WHEREAS*** this holiday called “Arbor Day” is observed in every state in the union and throughout the world; and

***WHEREAS*** trees can reduce the erosion by wind and water of our precious topsoil, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

***WHEREAS*** trees in our City increase property values, enhance the economic vitality of business areas and beautify the community; and

***WHEREAS*** wherever they are planted, trees are a source of joy and spiritual and mental renewal.

***NOW THEREFORE*** the City Council of West Valley City, Utah, does hereby proclaim April 24, 2026, as Arbor Day in West Valley City, Utah, and urge all citizens to support efforts to protect the trees and woodlands and to support the City’s urban forest, and urge all citizens to plant trees to gladden the hearts and promote the well-being of present and future generations.

***Dated this April 14, 2026.***

***WEST VALLEY CITY***

\_\_\_\_\_  
***MAYOR***

***ATTEST:***

\_\_\_\_\_  
***CITY RECORDER***



**WEST VALLEY CITY**

[www.wvc-ut.gov](http://www.wvc-ut.gov)

# LEADERSHIP ACADEMY

WVC Neighborhood Services & MyHometown

# LEARNING OBJECTIVES

- Build a strong foundation in community building principles, with a focus on fostering neighborhood connections and developing effective neighborhood leadership skills.
- Build leadership skills that complement neighborhood and local leadership positions, including block captain or chairperson.
- Gain a working understanding of West Valley City government, including key leadership roles and strategies for collaborating with city departments.
- Implement a community improvement project, incorporating resource development, budgeting, outreach strategies, and meaningful resident engagement.

# COURSE OUTLINE

Week 1: January 26  
Course Introduction, Syllabus/Schedule Review

Week 2: February 2  
Community Leadership & Building Inclusive Communities

Week 3: February 9  
How to Improve Your Neighborhood

February 16  
**No Class: Presidents Day**

Week 4: February 23  
City Resources & Speed Networking

Week 5: March 2  
Neighborhood Projects

Week 6: March 9  
Neighborhood Projects Continued

Week 7: March 16  
Key Leader Roundtable  
**Due: Final Project Proposal**

Week 8: March 23  
Project Presentations

Week 9: March 30  
Project Presentations

April 14  
Presentation of Graduates to City Council & Celebration

# PROPOSED PROJECTS

- Repainting Curb Addresses
- WVC Field Day
- Back Nine Park Picnic Tables
- Adopt a Fire Hydrant
- Park Strips
- Block Party in a Box
- WVC Roll n'Ride
- Project Bark
- Light the Way to a Safer Community
- Flags
- Safer Streets Neighborhood Cruise
- 6 City Park Clean Up
- Connected Neighborhood
- Neighborhood Library
- Chatterleigh Meadows Connect
- Tree Removal & Sidewalk Repair

# GRADUATES

- Judy Burr
- Salem Dickerson
- Anne Wilson
- Chad Wilson
- Dorma Lindsey
- Lynnette Nelsen
- AnnDee Sanchez
- Angela Moore
- Mario Valencia
- Elaina Carlston
- Jim Vesock
- Efi Neofitos
- David Madsen
- Cristobal Villeagas
- Father Sebastian Sasa
- Jim Phillips
- Kayla Phillips
- Angel Palacios



*Description:* FY 25-26 3rd Quarter Budget Openings

*Fiscal Impact:*

*Funding Source:*

*Account #:*

**Budget Opening Required:**

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**Issue:** Approve an ordinance to re-open the fiscal year 2025-2026 budget for the purpose of making amendments to reflect changes in actual revenues and expenditures.

**Summary:** State Statute Title 10, Chapter 6, Utah Code Annotated 1953, as amended, allows the City of West Valley to amend its budget during the year. The West Valley City holds public hearings on budget amendments on a quarterly basis each fiscal year.

**Background:** A Public Notice was posted March 18, 2026, in public view at City Hall, the Family Fitness Center and UCCC; also, posted on the Public Notice Website and West Valley City's Website. Notice was given that a public hearing is to be held April 14, 2026, at 6:30 p.m., West Valley City Hall, 3600 Constitution Blvd., West Valley City, Utah.



1 WEST VALLEY CITY, UTAH

2 ORDINANCE NO. \_\_\_\_\_

3 Draft Date: 3/12/2026 \_\_\_\_\_

4 Date Adopted: \_\_\_\_\_

5 Effective Date: \_\_\_\_\_

6 AN ORDINANCE AMENDING THE BUDGET OF WEST  
7 VALLEY CITY FOR THE FISCAL YEAR BEGINNING  
8 JULY 1, 2025 AND ENDING JUNE 30, 2026 TO REFLECT  
9 CHANGES IN THE BUDGET AND AUTHORIZE THE  
10 DISBURSEMENT OF FUNDS.

11 WHEREAS, the West Valley City Council adopted by ordinance the budget of West  
12 Valley City Corporation for the fiscal year beginning July 1, 2025 and ending June 30, 2026, in  
13 accordance with the requirements of Title 10, Chapter 6, Utah Code Annotated 1953, as amended;  
14 and

15 WHEREAS, the Finance Director, as the Budget Officer of West Valley City, has prepared  
16 and filed with the City Manager and City Recorder proposed amendments to said duly-adopted  
17 budget for consideration by the City Council and inspection by the public; and

18 WHEREAS, said proposed amendments reflect changes in the budget from increased  
19 revenues and transfers as reflected; and

20 WHEREAS, notice was duly given of a public hearing to be held on April 14, 2026, to  
21 consider the proposed amendments; and

22 WHEREAS, a public hearing to consider the proposed amendments was held on April 14,  
23 2026 in accordance with said notice, at which hearing all interested parties were afforded an  
24 opportunity to be heard for or against said proposed amendments; and

25 WHEREAS, all conditions precedent to the amendment of the budget have been  
26 accomplished;

27 NOW, THEREFORE, BE IT RESOLVED by the City Council of West Valley City,  
28 Utah, as follows:

29 Section 1. The budget amendments attached hereto and made a part of this Ordinance  
30 are hereby adopted and incorporated into the budget of West Valley City, Utah, for the fiscal year

31 beginning July 1, 2025 and ending June 30, 2026, in accordance with the requirements of Title 10,  
32 Chapter 6, Utah Code Annotated 1953, as amended.

33 **Section 2.** The City Recorder is hereby directed to have this Ordinance certified by the  
34 Budget Officer and filed with the State Auditor, as required by law.

35 **Section 3. Severability.** If any provision of this Ordinance is declared to be invalid  
36 by a court of competent jurisdiction, the remainder shall not be affected thereby.

37 **Section 4. Effective Date.** This Ordinance shall take effect immediately upon posting  
38 in the manner required by law.

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40 **PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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42 WEST VALLEY CITY

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MAYOR

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49 ATTEST:

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CITY RECORDER

**WEST VALLEY CITY GENERAL FUND - FUND 10  
REVENUE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
<b>PROPERTY TAX:</b>				
Current Year	38,205,057	38,205,057	38,205,057	38,205,057
Prior Year	450,000	450,000	450,000	450,000
<b>Total Property Tax</b>	<b>38,655,057</b>	<b>38,655,057</b>	<b>38,655,057</b>	<b>38,655,057</b>
<b>SALES TAX:</b>				
General Sales Tax	42,126,364	42,126,364	42,126,364	42,126,364
Transportation Sales Tax	5,480,000	5,480,000	5,480,000	5,480,000
<b>Total Sales Tax</b>	<b>47,606,364</b>	<b>47,606,364</b>	<b>47,606,364</b>	<b>47,606,364</b>
<b>UTILITY TAX:</b>				
Cable TV/Bch Adv	466,353	466,353	466,353	466,353
Telecommunications	627,849	627,849	627,849	627,849
Electricity	7,568,912	7,568,912	7,568,912	7,568,912
Gas	3,410,740	3,410,740	3,410,740	3,410,740
<b>Total Utility Tax</b>	<b>12,073,854</b>	<b>12,073,854</b>	<b>12,073,854</b>	<b>12,073,854</b>
<b>LICENSES AND PERMITS:</b>				
Business & Econ. Services	1,200,000	1,200,000	1,200,000	1,200,000
Animal Licenses	60,000	60,000	60,000	60,000
Building Permits	1,500,000	1,500,000	1,500,000	1,500,000
Subdivision Fees	180,000	180,000	180,000	180,000
Disproportionate Service	600,000	600,000	600,000	600,000
<b>Total Licenses &amp; Permits</b>	<b>3,540,000</b>	<b>3,540,000</b>	<b>3,540,000</b>	<b>3,540,000</b>
<b>MISCELLANEOUS:</b>				
Taylorsville Contract Services	320,000	320,000	320,000	360,000 18
Animal Shelter Vaccinations	10,000	10,000	10,000	10,000
Animal Shelter Misc. Fees	50,000	50,000	50,000	50,000
Animal Shelter Donations	20,000	20,000	20,000	20,000
Animal Sterilization	30,000	30,000	30,000	30,000
Amphitheater	500,000	500,000	500,000	500,000
District Court Fines	37,000	37,000	37,000	37,000
Engineer Consultant Fees CED	60,000	60,000	60,000	60,000
Excavation Perm-Prop Bond	300,000	300,000	300,000	300,000
Fire Prevention/Haz Mat	381,353	381,353	381,353	381,353
Harman Home Donations	60,000	60,000	60,000	60,000
Harman Home Programs	20,000	20,000	20,000	20,000
Harman Home SL CO.	18,786	18,786	18,786	18,786
Indigent Defense	10,000	10,000	10,000	10,000
Miscellaneous	375,000	414,856	420,356	445,356 8
Operation My Hometown	0	0	0	0
Park Reservations/Activities	8,000	8,000	8,000	8,000
Parking Ticket Fines	250,000	250,000	250,000	250,000
Police Reimbursement	175,000	175,000	175,000	175,000
Police Reports	100,000	100,000	100,000	100,000
Rent-Redevelop Agency	50,000	50,000	50,000	50,000
Roads Funds HB244 2021	1,100,000	1,100,000	1,100,000	1,100,000
Tower Lease	93,000	93,000	93,000	93,000
UIA	1,277,864	1,277,864	1,277,864	1,277,864
Vehicle Fees	1,755,000	1,755,000	1,755,000	1,755,000
WestFest	140,000	140,000	140,000	140,000
<b>Total Miscellaneous</b>	<b>7,141,003</b>	<b>7,180,859</b>	<b>7,186,359</b>	<b>7,251,359</b>

WEST VALLEY CITY GENERAL FUND - FUND 10

REVENUE STATEMENT

	Adopted 2025-2026	Sept 2025 Openings	Dec 2025 Openings	Mar 2026 Openings
<b>JUSTICE COURT:</b>				
Small Claims Fees	145,000	145,000	145,000	145,000
Traffic Fines	3,000,000	3,000,000	3,000,000	3,000,000
<b>Total Justice Court</b>	<b>3,145,000</b>	<b>3,145,000</b>	<b>3,145,000</b>	<b>3,145,000</b>
<b>ADMINISTRATIVE COURT:</b>				
ACE Program	55,000	55,000	55,000	55,000
Civil Penalties	150,000	150,000	150,000	150,000
<b>Total Administrative Court</b>	<b>205,000</b>	<b>205,000</b>	<b>205,000</b>	<b>205,000</b>
<b>INTEREST:</b>				
Investment Interest	3,400,000	3,400,000	3,400,000	3,400,000
RDA Interest	9,800	9,800	9,800	9,800
<b>Total Interest</b>	<b>3,409,800</b>	<b>3,409,800</b>	<b>3,409,800</b>	<b>3,409,800</b>
<b>OTHER:</b>				
Appro from Fund Bal - Fleet	1,500,000	1,500,000	1,500,000	1,500,000
Appropriation from Fund Balance	1,558,964	2,108,958	2,108,958	2,217,232 1,17
Reserved Funds	300,000	300,000	300,000	300,000
Reserved Debt Service Funds	1,225,000	1,225,000	1,225,000	1,225,000
Sale of Land/Assets	0	0	16,657	16,657
<b>Total Other</b>	<b>4,583,964</b>	<b>5,133,958</b>	<b>5,150,615</b>	<b>5,258,889</b>
<b>Subtotal</b>	<b>120,360,042</b>	<b>120,949,892</b>	<b>120,972,049</b>	<b>121,145,323</b>
<b>RESTRICTED FUNDS:</b>				
Forfeited Assets	0	0	0	24,702 9
Bond Proceeds	0	0	0	0
Bond Interest	0	0	0	0
<b>Total Restricted Funds</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24,702</b>
<b>Grand Total</b>	<b>120,360,042</b>	<b>120,949,892</b>	<b>120,972,049</b>	<b>121,170,025</b>

**WEST VALLEY CITY GENERAL FUND - FUND 10  
EXPENDITURE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
<b>LEGISLATIVE:</b>				
City Council	914,518	927,518	927,518	927,518
Elections	231,800	231,800	231,800	278,790 <sup>17</sup>
<b>Total Legislative</b>	<b>1,146,318</b>	<b>1,159,318</b>	<b>1,159,318</b>	<b>1,206,308</b>
<b>ADMINISTRATIVE:</b>				
City Manager	1,533,322	1,543,322	1,548,322	1,573,322 <sup>8</sup>
Justice Court	2,539,318	2,539,318	2,539,318	2,539,318
Information Technology	3,397,290	3,397,290	3,397,290	3,397,290
Human Resources	1,784,054	1,784,054	1,784,554	1,789,204 <sup>16</sup>
Community & Media Relations	989,714	989,714	989,714	989,714
Recorder	820,720	820,720	820,720	820,720
Neighborhood Services	912,604	937,864	937,864	937,864
Animal Control	1,865,637	1,865,637	1,865,637	1,905,637 <sup>18</sup>
Ordinance Enforcement	1,035,745	1,035,745	1,035,745	1,015,745 <sup>7</sup>
Public Facilities	2,176,037	2,176,037	2,176,037	2,176,037
<b>Total Administrative</b>	<b>17,054,441</b>	<b>17,089,701</b>	<b>17,095,201</b>	<b>17,144,851</b>
<b>NON-DEPARTMENTAL</b>				
UTOPIA	4,696,666	4,696,666	4,696,666	4,696,666
Benefits Accrual	1,050,000	1,050,000	1,050,000	1,050,000
Professional/Technical	175,000	199,856	199,856	199,856
Utilities	860,453	860,453	860,453	860,453
Wage Under Runs	(2,000,000)	(2,000,000)	(2,000,000)	(2,000,000)
Storm Water (Prof.Service)	(558,744)	(558,744)	(558,744)	(558,744)
Sanitation (Prof.Service)	(612,531)	(612,531)	(612,531)	(612,531)
Ambulance (Prof.Service)	(722,018)	(722,018)	(722,018)	(722,018)
Transfers In	(835,000)	(1,341,255)	(1,492,968)	(1,566,468) <sup>6</sup>
Fitness Center	1,630,271	1,630,271	1,630,271	1,630,271
Cultural Center	1,560,244	1,560,244	1,560,244	1,560,244
Capital Projects/Fleet Xfer to CIP	1,900,000	1,900,000	1,900,000	1,900,000
Transportation Sales Tax to CIP	5,480,000	5,773,740	5,773,740	5,773,740
Transfer Out	0	0	0	0
<b>Total Non-Departmental</b>	<b>12,624,341</b>	<b>12,436,682</b>	<b>12,284,969</b>	<b>12,211,469</b>

**WEST VALLEY CITY GENERAL FUND - FUND 10  
EXPENDITURE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
<b>DEBT SERVICE:</b>				
UCCC & Arena Equipment	1,596,066	1,596,066	1,596,066	1,596,066
Road Revenue Bonds	1,099,352	1,099,352	1,099,352	1,099,352
Bond Fees	25,000	25,000	25,000	25,000
Transfer Out	0	0	0	0
Fire Truck & Trailer to CIP	35,171	35,171	35,171	35,171
Energy Savings Projects to CIP	303,423	303,423	303,423	303,423
Fire Sta 71, 72 & 76 to BA	523,900	523,900	523,900	523,900
MBA S 2017-PD & Courts to BA	2,234,500	2,234,500	2,234,500	2,234,500
MBA S 2017-Parking to BA	1,086,650	1,086,650	1,086,650	1,086,650
MBA S 2019-Parks Bldg to BA	220,573	220,573	220,573	220,573
MBA S 2022-Courts Reno to BA	383,500	383,500	383,500	383,500
<b>Subtotal</b>	<b>7,508,135</b>	<b>7,508,135</b>	<b>7,508,135</b>	<b>7,508,135</b>
<b>DEBT SERVICE (CONTINUED):</b>				
<b>Transfers In:</b>				
Fire Impact Fees	(150,000)	(150,000)	(150,000)	(150,000)
Police Impact Fees	(250,000)	(250,000)	(250,000)	(250,000)
Debt Service Reserve (CIP)	(338,594)	(338,594)	(338,594)	(338,594)
RDA (UCCC)	(1,596,066)	(1,596,066)	(1,596,066)	(1,596,066)
Fitness Center	(79,001)	(79,001)	(79,001)	(79,001)
UCCC	(21,067)	(21,067)	(21,067)	(21,067)
Street Lights	(166,488)	(166,488)	(166,488)	(166,488)
<b>Subtotal</b>	<b>(2,601,216)</b>	<b>(2,601,216)</b>	<b>(2,601,216)</b>	<b>(2,601,216)</b>
<b>Total Debt Service</b>	<b>4,906,919</b>	<b>4,906,919</b>	<b>4,906,919</b>	<b>4,906,919</b>

**WEST VALLEY CITY GENERAL FUND - FUND 10  
EXPENDITURE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
<b>COMMUNITY DEVELOPMENT:</b>				
Administration	431,571	440,410	440,410	440,410
Planning Commission	15,799	15,799	15,799	15,799
Board of Adjustment	4,126	4,126	4,126	4,126
Building Inspection	1,231,927	1,231,927	1,231,927	1,231,927
Planning & Zoning	886,152	886,152	886,152	906,152 <sup>7</sup>
<b>Total Comm. &amp; Econ. Dev.</b>	<b>2,569,575</b>	<b>2,578,414</b>	<b>2,578,414</b>	<b>2,598,414</b>
<b>FINANCE:</b>				
Administration	642,012	642,012	642,012	642,012
Purchasing	156,927	156,927	156,927	156,927
Business Licenses	312,789	312,789	312,789	312,789
Treasury	357,796	357,796	357,796	357,796
Accounting	569,181	569,181	569,181	569,181
Budget & Disbursements	424,100	424,100	424,100	424,100
<b>Total Finance</b>	<b>2,462,805</b>	<b>2,462,805</b>	<b>2,462,805</b>	<b>2,462,805</b>
<b>FIRE:</b>				
Administration	17,137,938	17,348,006	17,461,219	17,476,069 <sup>6,16</sup>
Emergency Operations	156,395	156,395	156,395	210,395 <sup>6</sup>
Fire Prevention	25,383	25,383	25,383	25,383
Logistics	718,895	731,895	746,895	746,895
Special Operations	21,335	21,335	21,335	21,335
Development Services	31,823	31,823	31,823	31,823
Medical Services	147,271	147,271	147,271	147,271
Emergency Management	4,040,319	4,103,701	4,143,858	4,143,858
<b>Total Fire</b>	<b>22,279,359</b>	<b>22,565,809</b>	<b>22,734,179</b>	<b>22,803,029</b>
<b>LEGAL:</b>				
Civil/Prosecutor/Risk	3,060,614	3,062,441	3,062,441	3,062,441 <sup>13</sup>
Risk Financing	1,500,000	1,543,863	1,543,863	1,543,863
Victim Assistance	482,205	482,205	482,205	482,205
<b>Total Law</b>	<b>5,042,819</b>	<b>5,088,508</b>	<b>5,088,508</b>	<b>5,088,508</b>
<b>PARKS &amp; RECREATION:</b>				
Parks & Rec. Administration	915,759	1,019,399	1,019,399	1,019,399
Park Maintenance	3,160,383	3,351,055	3,351,055	3,412,338 <sup>1</sup>
Recreation	37,607	37,607	37,607	37,607
Harman Home Operations	378,159	436,993	436,993	436,993
<b>Total Parks &amp; Recreation</b>	<b>4,491,908</b>	<b>4,845,054</b>	<b>4,845,054</b>	<b>4,906,337</b>

**WEST VALLEY CITY GENERAL FUND - FUND 10  
EXPENDITURE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
<b>POLICE:</b>				
Administration	40,541,515	40,541,515	40,541,515	40,541,515
Records	45,200	45,200	45,200	45,200
Training	203,611	203,611	203,611	203,611
Crossing Guards	845,368	845,368	845,368	845,368
Evidence	29,350	29,350	29,350	29,350
Forensics	47,600	47,600	47,600	47,600
Community Policing	22,710	22,710	22,710	22,710
Investigation	106,255	106,255	106,255	106,255
Uniform Patrol	91,510	91,510	91,510	91,510
K-9	19,200	19,200	19,200	19,200
S.W.A.T. Unit	92,560	92,560	92,560	92,560
Traffic Enforcement	27,000	27,000	27,000	27,000
Special Operations	102,300	102,300	102,300	102,300
Intelligence/Internal Affairs	51,000	51,000	51,000	75,702 <sup>9</sup>
Bomb Squad Unit	7,500	7,500	7,500	7,500
Drone Operations	0	0	0	0
Police Grants	0	0	0	0 <sup>14</sup>
<b>Total Police</b>	<b>42,232,679</b>	<b>42,232,679</b>	<b>42,232,679</b>	<b>42,257,381</b>
<b>PUBLIC WORKS:</b>				
Administration	605,977	605,977	605,977	605,977
Highways	1,057,479	1,057,479	1,057,479	1,057,479
Transportation	981,050	981,050	981,050	981,050
Engineering	1,257,334	1,257,334	1,257,334	1,257,334
Fleet Maintenance	1,510,597	1,545,722	1,545,722	1,545,722
<b>Total Public Works</b>	<b>5,412,437</b>	<b>5,447,562</b>	<b>5,447,562</b>	<b>5,447,562</b>
<b>COMMUNITY PRESERVATION</b>				
Administration	136,441	136,441	136,441	136,441
<b>Total Community Preservation</b>	<b>136,441</b>	<b>136,441</b>	<b>136,441</b>	<b>136,441</b>
<b>Total Operating Expenses</b>	<b>120,360,042</b>	<b>120,949,892</b>	<b>120,972,049</b>	<b>121,170,025</b>
<b>Grand Total</b>	<b>120,360,042</b>	<b>120,949,892</b>	<b>120,972,049</b>	<b>121,170,025</b>

**WEST VALLEY CITY "C" ROADS - FUND 11  
REVENUE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
<b>"C" Roads</b>				
"C" Road Fund	5,600,000	5,600,000	5,600,000	5,600,000
Appropriation from Fund Balance	0	731,354	3,731,354	3,731,354
<b>Subtotal</b>	<b>5,600,000</b>	<b>6,331,354</b>	<b>9,331,354</b>	<b>9,331,354</b>

**WEST VALLEY CITY "C" ROADS - FUND 11  
EXPENDITURE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Dec 2025 Openings</b>
<b>OPERATIONS:</b>				
Equipment	35,000	35,000	35,000	35,000
Gasoline & Diesel	2,000	2,000	2,000	2,000
Professional Svcs. (Intern)	845,000	845,000	845,000	845,000
Professional Svcs. (Ext.)	84,360	105,685	105,685	105,685
Special Supplies	55,000	55,000	55,000	55,000
Crack Seal	740,000	740,000	740,000	740,000
Concrete & Salt	280,000	280,000	280,000	280,000
Capital Equipment	354,000	560,929	560,929	560,929
Special Projects	1,080,000	1,583,100	1,583,100	1,583,100
<b>Subtotal Streets</b>	<b>3,475,360</b>	<b>4,206,714</b>	<b>4,206,714</b>	<b>4,206,714</b>
<b>ENGINEERING:</b>				
Software	7,500	7,500	7,500	7,500
Professional Svcs. (Intern)	670,000	670,000	670,000	670,000
Special Projects	685,539	685,539	685,539	685,539
<b>Subtotal Engineering</b>	<b>1,363,039</b>	<b>1,363,039</b>	<b>1,363,039</b>	<b>1,363,039</b>
<b>TRANSPORTATION:</b>				
Equipment	1,000	1,000	1,000	1,000
Utilities	13,000	13,000	13,000	13,000
Professional Svcs. (Ext.)	360,000	360,000	360,000	360,000
Signs	40,000	40,000	40,000	40,000
Traffic Controls	20,000	20,000	20,000	20,000
Special Projects	60,000	60,000	60,000	60,000
Transfer Out	267,601	267,601	3,267,601	3,267,601
<b>Subtotal Transportation</b>	<b>761,601</b>	<b>761,601</b>	<b>3,761,601</b>	<b>3,761,601</b>
<b>Total Expenditures</b>	<b>5,600,000</b>	<b>6,331,354</b>	<b>9,331,354</b>	<b>9,331,354</b>

**WEST VALLEY CITY FITNESS CENTER - FUND 21**

**REVENUE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
<b>FITNESS CENTER:</b>				
Facility Drop-In Fees	560,000	560,000	560,000	560,000
Annual Passes	1,500,000	1,500,000	1,500,000	1,500,000
Activity Area	375,000	375,000	375,000	375,000
Children's Area	425,000	425,000	425,000	425,000
Aquatics	200,000	200,000	200,000	200,000
Community Rooms	40,000	40,000	40,000	40,000
Pro Shop	30,000	30,000	30,000	30,000
Snack Bar/Catering	190,000	190,000	190,000	190,000
Sports Programs	205,000	205,000	205,000	205,000
Miscellaneous Rev.	65,000	65,000	65,000	65,000
Appropriation from Fund Balance	0	196,349	196,349	196,349
<b>Total Fitness Center</b>	<b>3,590,000</b>	<b>3,786,349</b>	<b>3,786,349</b>	<b>3,786,349</b>

**WEST VALLEY CITY FITNESS CENTER - FUND 21**

**EXPENDITURE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
<b>FITNESS CENTER:</b>				
Transfers In GF/				
Operating Infusion	(1,630,271)	(1,630,271)	(1,630,271)	(1,630,271)
Permanent Employees	1,303,500	1,303,500	1,303,500	1,303,500
O.T. Employees	17,000	17,000	17,000	17,000
Temporary Employees	1,405,834	1,405,834	1,405,834	1,405,834
Additional Pay	1,000	1,000	1,000	1,000
Employee Benefits	746,147	746,147	746,147	746,147
Books & Dues	1,300	1,300	1,300	1,300
Advertising	25,000	25,000	25,000	25,000
Travel & Training	23,000	23,000	23,000	23,000
Office Supplies	43,000	43,000	43,000	43,000
Snack Bar	140,000	140,000	140,000	140,000
Equipment Maint.	225,000	225,000	225,000	225,000
Gasoline & Diesel	4,000	4,000	4,000	4,000
Software	45,390	45,390	45,390	45,390
Building/Grounds	51,000	51,000	51,000	51,000
Utilities	366,499	366,499	366,499	366,499
Telephone	12,000	12,000	12,000	12,000
Professional Services	380,000	380,000	380,000	380,000
General Health	5,000	5,000	5,000	5,000
Special Supplies	37,000	73,388	73,388	73,388
Children's Programs	85,000	85,000	85,000	85,000
Adult Programs	45,000	45,000	45,000	45,000
Aquatics	25,000	68,961	68,961	68,961
Insurance	74,600	74,600	74,600	74,600
Capital Equipment	50,000	166,000	166,000	166,000
Capital Res.(Transfer to BA)	30,000	30,000	30,000	30,000
Debt Service (Transfer to GL)	79,001	79,001	79,001	79,001
<b>Total Fitness Center</b>	<b>3,590,000</b>	<b>3,786,349</b>	<b>3,786,349</b>	<b>3,786,349</b>

**WEST VALLEY CITY ARENA - FUND 25**

**REVENUE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
<b>ARENA REVENUES</b>	<b>9,697,000</b>	<b>9,897,000</b>	<b>9,897,000</b>	<b>9,897,000</b>

**WEST VALLEY CITY ARENA - FUND 25**

**EXPENDITURE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2024 Openings</b>	<b>Sept 2024 Openings</b>	<b>Mar 2026 Openings</b>
<b>ARENA:</b>				
Operations	9,597,000	9,597,000	9,597,000	9,597,000
Transfers Out	2,467,000	2,667,000	2,667,000	2,667,000
Transfers In	(2,367,000)	(2,367,000)	(2,367,000)	(2,367,000)
<b>Total Arena</b>	<b>9,697,000</b>	<b>9,897,000</b>	<b>9,897,000</b>	<b>9,897,000</b>

**WEST VALLEY CITY SANITATION - FUND 27**

**REVENUE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
<b>SANITATION:</b>				
Garbage Fees	7,100,000	7,100,000	7,100,000	7,100,000
Appropriation from Fund Balance	263,538	305,992	305,992	305,992
<b>Total</b>	<b>7,363,538</b>	<b>7,405,992</b>	<b>7,405,992</b>	<b>7,405,992</b>

**WEST VALLEY CITY SANITATION - FUND 27**

**EXPENDITURE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2024 Openings</b>	<b>Sept 2024 Openings</b>	<b>Mar 2026 Openings</b>
<b>SANITATION:</b>				
Books/Subscriptions	650	650	650	650
Travel & Training	2,500	2,500	2,500	2,500
Office Supplies	7,000	7,000	7,000	7,000
Gasoline & Diesel	6,000	6,000	6,000	6,000
Auto Parts	7,000	7,000	7,000	7,000
Prof. Services Internal	1,577,260	1,577,260	1,577,260	1,577,260
Prof. Services External	3,808,128	3,808,128	3,808,128	3,808,128
Landfill Fees	1,700,000	1,700,000	1,700,000	1,700,000
Special Supplies	180,000	222,454	222,454	222,454
Clean & Beautiful Transfer Out	75,000	75,000	75,000	75,000
<b>Total</b>	<b>7,363,538</b>	<b>7,405,992</b>	<b>7,405,992</b>	<b>7,405,992</b>

**WEST VALLEY CITY ROAD IMPACT FEES - FUND 31**

<b>REVENUE STATEMENT</b>	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
	<u>2025-2026</u>	<u>2025-2026</u>	<u>2025-2026</u>	<u>2025-2026</u>
Road Impact Fees	200,000	200,000	200,000	200,000
Appropriation from Fund Balance	0	0	472,030	472,030
<b>Total</b>	<b><u>200,000</u></b>	<b><u>200,000</u></b>	<b><u>672,030</u></b>	<b><u>672,030</u></b>

**WEST VALLEY CITY ROAD IMPACT FEES - FUND 31**

<b>EXPENDITURE STATEMENT</b>	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
	<u>2025-2026</u>	<u>2025-2026</u>	<u>2025-2026</u>	<u>2025-2026</u>
Professional Services	30,000	30,000	30,000	30,000
Road Projects	170,000	170,000	170,000	170,000
Transfer Out	0	0	472,030	472,030
<b>Total Expenditures</b>	<b><u>200,000</u></b>	<b><u>200,000</u></b>	<b><u>672,030</u></b>	<b><u>672,030</u></b>

**WEST VALLEY CITY PARK IMPACT FEES - FUND 32**

<b>REVENUE STATEMENT</b>	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
	<u>2025-2026</u>	<u>2025-2026</u>	<u>2025-2026</u>	<u>2025-2026</u>
Park Impact Fees	1,000,000	1,000,000	1,000,000	1,000,000
<b>Total Revenue</b>	<b><u>1,000,000</u></b>	<b><u>1,000,000</u></b>	<b><u>1,000,000</u></b>	<b><u>1,000,000</u></b>

**WEST VALLEY CITY PARK IMPACT FEES - FUND 32**

<b>EXPENDITURE STATEMENT</b>	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
	<u>2025-2026</u>	<u>2025-2026</u>	<u>2025-2026</u>	<u>2025-2026</u>
Park Impact Expenses	1,000,000	1,000,000	1,000,000	1,000,000
<b>Total Expenditures</b>	<b><u>1,000,000</u></b>	<b><u>1,000,000</u></b>	<b><u>1,000,000</u></b>	<b><u>1,000,000</u></b>

**WEST VALLEY CITY FIRE IMPACT FEES - FUND 33**

<b>REVENUE STATEMENT</b>	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
	<u>2025-2026</u>	<u>2025-2026</u>	<u>2025-2026</u>	<u>2025-2026</u>
Fire Impact Fees - Facility	150,000	150,000	150,000	150,000
Fire Impact Fees - Apparatus	67,866	67,866	67,866	67,866
<b>Total Revenue</b>	<b><u>217,866</u></b>	<b><u>217,866</u></b>	<b><u>217,866</u></b>	<b><u>217,866</u></b>

**WEST VALLEY CITY FIRE IMPACT FEES - FUND 33**

<b>EXPENDITURE STATEMENT</b>	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
	<u>2025-2026</u>	<u>2025-2026</u>	<u>2025-2026</u>	<u>2025-2026</u>
Transfer Out FS 74 & Fire Truck Debt	217,866	217,866	217,866	217,866
<b>Total Expenditures</b>	<b><u>217,866</u></b>	<b><u>217,866</u></b>	<b><u>217,866</u></b>	<b><u>217,866</u></b>

**WEST VALLEY CITY POLICE IMPACT FEES - FUND 34**

<b>REVENUE STATEMENT</b>	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
	<u>2025-2026</u>	<u>2025-2026</u>	<u>2025-2026</u>	<u>2025-2026</u>
Police Impact Fees	250,000	250,000	250,000	250,000
Interest	0	0	0	0
<b>Total Revenue</b>	<b><u>250,000</u></b>	<b><u>250,000</u></b>	<b><u>250,000</u></b>	<b><u>250,000</u></b>

**WEST VALLEY CITY POLICE IMPACT FEES - FUND 34**

<b>EXPENDITURE STATEMENT</b>	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
	<u>2025-2026</u>	<u>2025-2026</u>	<u>2025-2026</u>	<u>2025-2026</u>
Police Debt Serv Transfer to Gen Fd	250,000	250,000	250,000	250,000
<b>Total Expenditures</b>	<b><u>250,000</u></b>	<b><u>250,000</u></b>	<b><u>250,000</u></b>	<b><u>250,000</u></b>

**WEST VALLEY CITY STORM WATER UTILITY - FUND 36**

**REVENUE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
<b>STORM WATER UTILITY:</b>				
Storm Water Utility Fees	5,600,000	5,600,000	5,600,000	5,600,000
Appropriation from Fund Balance	73,000	183,098	1,183,098	1,183,098
<b>Total Revenue</b>	<b>5,673,000</b>	<b>5,783,098</b>	<b>6,783,098</b>	<b>6,783,098</b>

**WEST VALLEY CITY STORM WATER UTILITY - FUND 36**

**EXPENDITURE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
<b>STORMWATER OPERATIONS:</b>				
Travel & Training	8,000	8,000	8,000	8,000
Office Supplies	2,000	2,000	2,000	2,000
Equip Maintenance	60,000	60,000	60,000	60,000
Fuel	25,000	25,000	25,000	25,000
Auto Maintenance	52,000	52,000	52,000	52,000
Vehicle Parts	60,000	60,000	60,000	60,000
Utilities	35,000	35,000	35,000	35,000
Prof./Tech (internal)	521,604	521,604	521,604	521,604
Prof./Tech. (external)	115,000	115,000	115,000	115,000
Special Supplies	75,000	75,000	75,000	75,000
Insurance	10,000	10,000	10,000	10,000
Capital Equipment	125,000	125,000	125,000	125,000
<b>Subtotal</b>	<b>1,088,604</b>	<b>1,088,604</b>	<b>1,088,604</b>	<b>1,088,604</b>
<b>STORMWATER ENIGEERING PROJECTS:</b>				
Books/Dues	800	800	800	800
Travel & Training	9,700	9,700	9,700	9,700
Office Supplies	2,800	2,800	2,800	2,800
Equip. Maintenance	1,800	1,800	1,800	1,800
Fuel	5,000	5,000	5,000	5,000
Software	17,500	17,500	17,500	17,500
Prof/Tech (internal)	784,693	784,693	784,693	784,693
Special Supplies	3,000	3,000	3,000	3,000
Special Projects	2,421,138	2,371,236	371,236	371,236
<b>Subtotal</b>	<b>3,246,431</b>	<b>3,196,529</b>	<b>1,196,529</b>	<b>1,196,529</b>
<b>STORMWATER ADMINISTRATON:</b>				
Public Notices	21,326	21,326	21,326	21,326
Travel/Training	2,000	2,000	2,000	2,000
Office Supplies	4,000	4,000	4,000	4,000
Prof/Tech (internal)	1,035,038	1,035,038	1,035,038	1,035,038
Prof./Tech. (external)	8,000	8,000	8,000	8,000
Transfer Out	267,601	427,601	3,427,601	3,427,601
<b>Subtotal</b>	<b>1,337,965</b>	<b>1,497,965</b>	<b>4,497,965</b>	<b>4,497,965</b>
<b>Total Expenditure</b>	<b>5,673,000</b>	<b>5,783,098</b>	<b>6,783,098</b>	<b>6,783,098</b>

**THE DIVISION OF ARTS AND CULTURE - FUND 37**

**REVENUE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
<b>Cultural Center:</b>				
Cultural Center Revenue	300,000	300,000	300,000	300,000
Concessions/Alcohol Revenue	14,000	14,000	14,000	14,000
Catering Commission	12,000	12,000	12,000	12,000
Art Sales	12,000	12,000	12,000	12,000
Day of the Dead	12,000	12,000	12,000	12,000
Appropriation from Fund Balance	0	16,418	16,418	24,000
<b>Total Revenue</b>	<b>350,000</b>	<b>366,418</b>	<b>366,418</b>	<b>374,000</b>

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**THE DIVISION OF ARTS AND CULTURE - FUND 37**

**EXPENDITURE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
<b>Operations:</b>				
Permanent Employees	827,090	827,090	695,191	695,191
Overtime	10,000	10,000	10,000	10,000
Temporary Employees	84,050	84,050	84,050	84,050
Employee Benefits	324,870	324,870	276,151	276,151
Books & Dues	5,000	5,000	5,000	5,000
Advertising	5,000	5,000	5,000	5,000
Travel & Training	6,000	6,000	6,000	6,000
Office Supplies	23,000	23,000	23,000	23,000
Equip. Maintenance	20,500	20,500	20,500	20,500
Gasoline	1,250	1,250	1,250	1,250
Auto Maintenance	900	900	900	900
Auto Parts	900	900	900	900
Software	20,000	20,000	20,000	20,000
Building & Grounds	50,000	50,000	50,000	50,000
Utilities	148,889	148,889	148,889	148,889
Telephone	12,000	12,000	12,000	12,000
Contingency	50,000	50,000	50,000	50,000
Professional Services	8,028	8,028	8,028	8,028
General Health	250	250	250	250
Special Supplies	25,000	25,000	25,000	25,000
Signs	2,500	2,500	2,500	2,500
Insurance	10,000	10,000	10,000	10,000
Special Projects	35,000	35,000	35,000	35,000
Gallery Exhibits/Receptions	20,000	36,418	36,418	36,418
Artrageous	53,000	53,000	53,000	53,000
Summer Concerts	30,000	30,000	30,000	30,000
Day of the Dead Celebration	10,000	10,000	10,000	10,000
Wasatch International Food Festival	60,000	60,000	60,000	60,000
Provate Donated Funded Expenses	0	0	0	7,582
Transfer Out	21,067	21,067	201,685	201,685
Transfer In from GF	(1,560,244)	(1,560,244)	(1,560,244)	(1,560,244)
<b>Subtotal Operations</b>	<b>304,050</b>	<b>320,468</b>	<b>320,468</b>	<b>328,050</b>
<b>Maintenance:</b>				
Equipment Maintenance	16,450	16,450	16,450	16,450
Gasoline	3,500	3,500	3,500	3,500
Building & Grounds	26,000	26,000	26,000	26,000
<b>Subtotal Maintenance</b>	<b>45,950</b>	<b>45,950</b>	<b>45,950</b>	<b>45,950</b>
<b>Total Expenditures</b>	<b>350,000</b>	<b>366,418</b>	<b>366,418</b>	<b>374,000</b>

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**WEST VALLEY CITY STREET LIGHTS - FUND 39**

**REVENUE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
<b>STREET LIGHTS:</b>				
Street Light Fees	1,250,000	1,250,000	1,250,000	1,250,000
Appropriation from Fund Balance	761	761	761	761
<b>Total</b>	<b>1,250,761</b>	<b>1,250,761</b>	<b>1,250,761</b>	<b>1,250,761</b>

**WEST VALLEY CITY STREET LIGHTS - FUND 39**

**EXPENDITURE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
<b>STREET LIGHTS:</b>				
Permanent Employees	226,730	226,730	226,730	226,730
O.T. Employees	1,000	1,000	1,000	1,000
Temporary Employees	4,000	4,000	4,000	4,000
Employee Benefits	94,858	94,858	94,858	94,858
Bks/Subscriptions/Memeberships	500	500	500	500
Travel/Training	4,000	4,000	4,000	4,000
Equipment Maintenance	200,000	200,000	200,000	200,000
Gasoline & Diesel	15,000	15,000	15,000	15,000
Utilities	120,000	120,000	120,000	120,000
Prof./Tech (internal)	52,190	52,190	52,190	52,190
Prof./Tech. (external)	150,000	150,000	150,000	150,000
Special Projects	215,995	215,995	215,995	215,995
Transfer Out	166,488	166,488	166,488	166,488
<b>Total</b>	<b>1,250,761</b>	<b>1,250,761</b>	<b>1,250,761</b>	<b>1,250,761</b>

**CAPITAL IMPROVEMENTS FUND - FUND 45**

**REVENUE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>	
<b>REVENUES:</b>					
Miscellaneous	0	0	0	364,843	10,11
Fed/State Capital Projects	0	305,000	305,000	4,055,000	5
SL County Capital Projects	0	0	0	693,500	12
Donations Veterans Memorial Park	0	0	0	121,217	3
Fire Apparatus Reimbursement	0	367,931	684,478	790,348	6
<b>Total Revenues</b>	<b>0</b>	<b>672,931</b>	<b>989,478</b>	<b>6,024,908</b>	
<b>OTHER SOURCES:</b>					
Bond/Lease Proceeds	0	97,139	97,139	97,139	
Appropriation from Fund Balance	3,895,594	27,900,292	27,900,292	27,900,292	
<b>Total Other Sources</b>	<b>3,895,594</b>	<b>27,997,432</b>	<b>27,997,432</b>	<b>27,997,432</b>	
<b>Total Revenue and Other Sources</b>	<b>3,895,594</b>	<b>28,670,362</b>	<b>28,986,909</b>	<b>34,022,340</b>	

**CAPITAL IMPROVEMENTS FUND - FUND 45**

**EXPENDITURE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>	
<b>EXPENDITURES:</b>					
Sold Services	0	(987,500)	(987,500)	(2,987,500)	4
Special Projects	0	11,728	11,728	11,728	
Facilities Projects	400,000	424,057	424,057	424,057	
My Hometown Capital Equipment	0	55,809	55,809	55,809	
Wetlands Park	0	366,714	366,714	366,714	
Parkway Blvd Widening	0	3,113,148	3,113,148	3,155,923	10
Bridges	0	527,908	527,908	527,908	
City Courts/Legal Bldg	0	190,388	190,388	190,388	
4700 S Reconstruction	0	340,795	340,795	340,795	
Energy Efficiency Upgrades	0	92,907	92,907	92,907	
Crosstowne Trail	0	823,137	823,137	823,137	
Veterans Memorial Park	0	193,158	193,158	314,374	3
6800 West Improvements	0	1,136,791	1,136,791	1,136,791	
Lancer Way Reconstruction	0	61,671	61,671	168,866	10
4100 S HAWK Signals Project	0	22,327	22,327	22,327	
6800 West Pond Overflow	0	610,574	610,574	610,574	
3900 S Roadway Improvements	0	2,978,097	2,978,097	2,989,192	11
UTA Midvalley BRT	0	550,750	550,750	550,750	
3500 S Sidewalks	0	305,000	305,000	305,000	
Street Sign Replacement Project	0	293,454	293,454	293,454	
4000 West Improvements	0	3,564,660	9,564,660	13,314,660	5
2200 W RAISE Grant	0	500,000	500,000	500,000	
4800 W RAISE Grant	0	2,000,000	2,000,000	2,000,000	
7200 W Reconstruction	0	57,313	57,313	57,313	
Overlay Projects	0	4,702,533	4,702,533	4,906,311	10
Sidewalk Repair Projects	250,000	306,519	306,519	306,519	
City Hall Parking Lot Replacement	1,500,000	1,500,000	1,500,000	1,500,000	
Chinese Gate Repair	80,000	80,000	80,000	80,000	
City Hall HVAC Controls	157,000	157,000	157,000	157,000	
City's General Plan Update	300,000	300,000	300,000	300,000	
Parkway Park Playground Replacement	50,000	50,000	50,000	50,000	
Indoor Pool Filtration Salt Water System	135,000	135,000	135,000	135,000	
2025 Street Light Project	0	78,623	78,623	78,623	
5900 W Extention	0	1,257,513	1,257,513	2,035,818	2,12
Transportation Sales Tax Projects	5,230,000	5,578,094	5,578,094	5,578,094	
Arena Renovation	0	500,000	500,000	500,000	
Finance Special Projects	0	3,024	3,024	3,024	
CPD Special Projects	0	66,637	66,637	66,637	
Police Special Projects	0	44,579	44,579	44,579	
Fire Special Projects	0	1,129,968	1,294,803	1,327,173	6,16
Rolling Stock	2,000,000	2,201,880	2,201,880	2,201,880	
Rolling Stock Lease Payments	618,943	618,943	618,943	618,943	
Transfers Out	1,173,594	1,679,849	1,831,562	1,905,062	6,15
Transfers In	(7,998,943)	(8,952,683)	(14,952,683)	(15,037,488)	2
Appropriation to Fund Balance	0	0	0	2,000,000	4
<b>Total Expenditures</b>	<b>3,895,594</b>	<b>28,670,362</b>	<b>28,986,909</b>	<b>34,022,340</b>	

**THE RIDGE GOLF CLUB FUND - FUND 55**  
**REVENUE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
<b>OPERATING REVENUE:</b>				
Green Fees	1,040,000	1,040,000	1,040,000	1,040,000
Driving Range	60,000	60,000	60,000	60,000
Carts	500,000	500,000	500,000	500,000
Golf Club Rentals	2,000	2,000	2,000	2,000
Gratuities - Operations	6,000	6,000	6,000	6,000
Pro Shop	210,000	210,000	210,000	210,000
Grill/Catering	400,000	400,000	400,000	400,000
Gratuities - Grill & Catering	61,000	61,000	61,000	61,000
Miscellaneous	5,000	5,000	5,000	5,000
Appropriation from Fund Balance	308,591	308,591	308,591	308,591
<b>Total Revenue</b>	<b>2,592,591</b>	<b>2,592,591</b>	<b>2,592,591</b>	<b>2,592,591</b>

**THE RIDGE GOLF CLUB FUND - FUND 55**  
**EXPENSE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
<b>OPERATING EXPENSES</b>				
<b>OPERATIONS:</b>				
Personnel	455,750	455,750	455,750	455,750
Operations	187,564	187,564	187,564	187,564
Professional Services	71,405	71,405	71,405	71,405
Utilities	36,000	36,000	36,000	36,000
<b>Operations Subtotal</b>	<b>750,719</b>	<b>750,719</b>	<b>750,719</b>	<b>750,719</b>
<b>MAINTENANCE:</b>				
Personnel	454,677	454,677	454,677	454,677
Operating Supplies	230,760	230,760	230,760	230,760
Utilities	196,250	196,250	196,250	196,250
<b>Maintenance Subtotal</b>	<b>881,687</b>	<b>881,687</b>	<b>881,687</b>	<b>881,687</b>
<b>GRILL/CATERING</b>				
Personnel	370,954	370,954	370,954	370,954
Operating Supplies	66,100	66,100	66,100	66,100
<b>Snack Bar Subtotal</b>	<b>437,054</b>	<b>437,054</b>	<b>437,054</b>	<b>437,054</b>
<b>COST OF SALES:</b>				
Cost of Goods Sold	125,000	125,000	125,000	125,000
Grill/Snack Bar	170,000	170,000	170,000	170,000
Depreciation	228,131	228,131	228,131	228,131
<b>Cost of Sales Subtotal</b>	<b>523,131</b>	<b>523,131</b>	<b>523,131</b>	<b>523,131</b>
<b>Total Operating Expenses</b>	<b>2,592,591</b>	<b>2,592,591</b>	<b>2,592,591</b>	<b>2,592,591</b>
<b>Total Expenses</b>	<b>2,592,591</b>	<b>2,592,591</b>	<b>2,592,591</b>	<b>2,592,591</b>

**STONEBRIDGE GOLF COURSE FUND - FUND 57**

**REVENUE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
<b>OPERATING REVENUE:</b>				
Green Fees	1,300,000	1,300,000	1,300,000	1,300,000
Driving Range	30,000	30,000	30,000	30,000
Carts	550,000	550,000	550,000	550,000
Rental Clubs	11,000	11,000	11,000	11,000
Gratuities - Operations	17,000	17,000	17,000	17,000
Pro Shop	275,000	275,000	275,000	275,000
Grill/Catering	600,000	600,000	600,000	600,000
Gratuities - Grill & Catering	75,000	75,000	75,000	75,000
Misc.	5,000	5,000	5,000	5,000
<b>Total Op. Revenue</b>	<b>2,863,000</b>	<b>2,863,000</b>	<b>2,863,000</b>	<b>2,863,000</b>
<b>NON-OPERATING REVENUE:</b>				
Appropriation from Fund Balance	187,555	187,555	187,555	187,555
<b>Total Non-Operating Rev</b>	<b>187,555</b>	<b>187,555</b>	<b>187,555</b>	<b>187,555</b>
<b>Total Revenue</b>	<b>3,050,555</b>	<b>3,050,555</b>	<b>3,050,555</b>	<b>3,050,555</b>

**STONEBRIDGE GOLF COURSE FUND - FUND 57**

**EXPENSE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
<b>OPERATING EXPENSES</b>				
<b>OPERATIONS:</b>				
Personnel	588,275	588,275	588,275	588,275
Operations	249,631	249,631	249,631	249,631
Professional Services	130,000	130,000	130,000	130,000
Utilities	50,000	50,000	50,000	50,000
<b>Operations Subtotal</b>	<b>1,017,906</b>	<b>1,017,906</b>	<b>1,017,906</b>	<b>1,017,906</b>
<b>MAINTENANCE:</b>				
Personnel	501,646	501,646	501,646	501,646
Operating Supplies	273,051	273,051	273,051	273,051
Utilities	195,750	195,750	195,750	195,750
<b>Maintenance Subtotal</b>	<b>970,447</b>	<b>970,447</b>	<b>970,447</b>	<b>970,447</b>
<b>GRILL/CATERING:</b>				
Personnel	373,945	373,945	373,945	373,945
Operating Supplies	82,400	82,400	82,400	82,400
<b>Snack Bar Subtotal</b>	<b>456,345</b>	<b>456,345</b>	<b>456,345</b>	<b>456,345</b>
<b>COST OF SALES:</b>				
Cost of Goods Sold	180,000	180,000	180,000	180,000
Grill/Snack Bar	230,000	230,000	230,000	230,000
Depreciation	195,857	195,857	195,857	195,857
<b>Cost of Sales Subtotal</b>	<b>605,857</b>	<b>605,857</b>	<b>605,857</b>	<b>605,857</b>
<b>Total Oper Expenses</b>	<b>3,050,555</b>	<b>3,050,555</b>	<b>3,050,555</b>	<b>3,050,555</b>
<b>Total Expenses</b>	<b>3,050,555</b>	<b>3,050,555</b>	<b>3,050,555</b>	<b>3,050,555</b>

**GRANTS - FUND 60  
REVENUE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
CDBG Projects	1,066,000	1,670,530	1,670,530	1,670,530
HOME & Federal Grants	0	1,478,746	1,478,746	1,478,746
State Grants	0	24,200	239,200	2,429,180 4,14
Other Governmental Agencies	0	187,500	187,500	187,500
<b>Subtotal</b>	<b>1,066,000</b>	<b>3,360,976</b>	<b>3,575,976</b>	<b>5,765,956</b>

**GRANTS - FUND 60  
EXPENDITURE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
Personnel	169,425	169,425	169,425	169,425
CDBG Projects	896,575	1,501,105	1,501,105	1,501,105
HOME & Federal Grants	0	1,478,746	1,478,746	1,478,746
State Grants	0	24,200	239,200	2,429,180 4,14
Other Governmental Agencies	0	187,500	187,500	187,500
<b>Subtotal</b>	<b>1,066,000</b>	<b>3,360,976</b>	<b>3,575,976</b>	<b>5,765,956</b>

**AMBULANCE FUND - FUND 66**

**REVENUE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
<b>OPERATING REVENUE:</b>				
Ambulance Fees	3,589,588	3,589,588	3,589,588	3,589,588
Collections Proceeds	90,000	90,000	90,000	90,000
<b>Total Operating Revenue</b>	<b>3,679,588</b>	<b>3,679,588</b>	<b>3,679,588</b>	<b>3,679,588</b>

**AMBULANCE FUND - FUND 66**

**EXPENSE STATEMENT**

	<b>Adopted 2025-2026</b>	<b>Sept 2025 Openings</b>	<b>Dec 2025 Openings</b>	<b>Mar 2026 Openings</b>
<b>OPERATING EXPENSES</b>				
<b>OPERATIONS</b>				
Permanent Employees	1,287,657	1,287,657	1,287,657	1,287,657
Overtime	46,970	46,970	46,970	46,970
Employee Benefits	511,215	511,215	511,215	511,215
Uniform Allowance	14,400	14,400	14,400	14,400
Travel/Training	5,825	5,825	5,825	5,825
Office Supplies	2,390	2,390	2,390	2,390
Equipment Maint.	2,987	2,987	2,987	2,987
Gas/Diesel	30,588	30,588	30,588	30,588
Auto Maintenance	52,974	52,974	52,974	52,974
Auto Parts	43,000	43,000	43,000	43,000
Prof/Tech WVC	722,018	722,018	722,018	722,018
Billing Services	165,000	165,000	165,000	165,000
Ambulance Service Provider Assess.	115,000	115,000	115,000	115,000
Public Safety Supplies	93,450	93,450	93,450	93,450
Insurance	7,650	7,650	7,650	7,650
Capital Equipment	0	0	0	0
Depreciation	322,981	322,981	322,981	322,981
<b>Total Operating Expenses</b>	<b>3,424,105</b>	<b>3,424,105</b>	<b>3,424,105</b>	<b>3,424,105</b>
<b>NON-OPERATING EXPENSES:</b>				
Lease Agreement	43,000	43,000	43,000	43,000
Transfer Out to CIP	212,483	212,483	212,483	212,483
<b>Total Non-Operating Expenses</b>	<b>255,483</b>	<b>255,483</b>	<b>255,483</b>	<b>255,483</b>
<b>Total Expenses</b>	<b>3,679,588</b>	<b>3,679,588</b>	<b>3,679,588</b>	<b>3,679,588</b>

As authorized by the Uniform Fiscal Procedures Act for Utah Cities, the operating budget of West Valley City is periodically amended to accommodate regular and necessary changes in expenditures and revenues that occur throughout the fiscal year. These budget modifications are called "budget openings". They are considered by the City Council and accompanied by a public hearing to provide authorization to expend resources for grants received, rollovers of projects from the prior years, emergency expenditures, take advantage of economic opportunities, or other expenditures deemed to be appropriate and timely. Regular budget openings are necessary to maintain regular and orderly city operations and stay in compliance with State laws.

BUDGET OPENING  
 JANUARY 2026 - MARCH 2026  
 WEST VALLEY CITY CORP.  
 FISCAL YEAR 2025-2026

No.	Amount	Description	Source
<b>ROLLOVERS</b>			
4	\$ 2,000,000.00	Rollover ARPA Grant <i>(Grant Funds for Wetland Park Project)</i>	State of Utah
9	\$ 24,702.16	Police Dept Rollover PO #25-00579 <i>(Rollover Forfeited Assets for the Police Dept.)</i>	Forfeited Assets
15	\$ 7,582.27	Additional Rollover UCCC Donations from FY 24-25 <i>(Rollover UCCC Restricted Donations from Multiple Donors)</i>	UCCC Fund Balance
<b>GRANTS</b>			
13	\$ 50,000.00	Beer/Liquor Tax Funds for Legal Dept. <i>(Funding for Prevention, Enforcement, or Prosecution of Alcohol-Related Offenses)</i>	State of Utah
14	\$ 189,979.80	Police Dept Liquor Tax Grant FY 24-25 <i>(Funds used for equipment, DUI enforcement and alcohol cessation programs)</i>	State of Utah
<b>OTHER</b>			
1	\$ 61,283.17	Utah Veterans Memorial Landscaping <i>(Landscaping for the Park area)</i>	General Fund Balance
2	\$ 84,805.00	5900 West Road Project <i>(Northwest EDA is funding the Design Services for the Bridge over Riter Canal)</i>	Transfer to CIP from RDA
3	\$ 121,216.80	Veterans Memorial Park Project <i>(Donations for this Project)</i>	Various Donors
5	\$ 3,750,000.00	4000 West Improvements <i>(Funding from Utah State 2025 HB 502)</i>	State of Utah
6	\$ 105,870.19	Fire Dept Deployment Reimbursements for Kelsey Park and Cottonwood Peak Fires) <i>(Reimburse Salaries, Overtime and Supplies for Firefighters)</i>	State of Utah
7	\$ 20,000.00	New Residential Rental Enforcement Position <i>(Additional Personnel for Community Development, Planning and Zoning Division)</i>	General Fund Existing Budget from Code Enforcement
8	\$ 25,000.00	WVC Leadership Conference <i>(Annual Leadership Conference)</i>	Sponsorships and Registration Fees

No.	Amount	Description	Source
10		Public Works Roads Projects Reimbursements	
10	\$ 42,775.00	<i>Parkway Blvd Widening Project</i>	Granger Hunter Improvement District
10	\$ 107,195.00	<i>Lancer Way Reconstruction Project</i>	Granger Hunter Improvement District
10	\$ 203,777.49	<i>2025 Overlay Project</i>	Granger Hunter Improvement District
11	\$ 11,095.95	3900 S Roadway Improvement Reimbursement <i>(Reimbursement for Taylorsville's Portion of the Project)</i>	Taylorsville City
12	\$ 693,500.00	5900 West Extension Project <i>(Corridor Preservation Funds from Salt Lake County)</i>	Salt Lake County
16	\$ 11,500.00	Fire Travel/Training, Annual Physicals for New Firefighters <i>(To Cover Costs of New Firefighters)</i>	Transfer from CIP Fire Deployment Reimbursements
17	\$ 46,990.00	Municipal Elections Costs for November 2025 <i>(To Cover Additional Costs Related to the Municipal Election Nov 2025)</i>	General Fund Balance
18	\$ 40,000.00	Animal Shelter Special Supplies <i>(Increase in the Contract with Taylorsville to be used for Special Supplies)</i>	Taylorsville Contract Increase

**Previously Approved Budget Openings**

BUDGET OPENING  
JULY 2025 - SEPTEMBER 2025  
WEST VALLEY CITY CORP.  
FISCAL YEAR 2025-2026

**ROLLOVERS**

1	\$ 23,344.21	Rollover Fire Deployment Reimbursement - Hurricane Helena <i>(Reimburse Salaries, Overtime and Supplies for Firefighters)</i>	Restricted CIP Fund Balance
2		Rollovers for Fire Department Deployment Reimbursements	
2	\$ 800,000.00	<i>EOC Trailer and Truck FEMA Grant</i>	State of Utah/FEMA
2	\$ 37,819.00	<i>EOC Trailer and Truck City Match</i>	Restricted CIP Fund Balance
2	\$ 63,382.25	<i>Emergency Management Division Deployment Funds</i>	Restricted General Fund Balance
4	\$ 355.89	Rollover Victims Assistance Funds <i>(Rollover Donated Funds to Assist Victims of Domestic Violence)</i>	Restricted General Fund Balance
4	\$ 43,862.76	Rollover Dash Camera Service Fees <i>(Services for Dash Cameras for City Vehicles)</i>	Restricted General Fund Balance
5	\$ 1,470.72	Rollover Victim Assistance Donation <i>(Donation Raised by Hunter High School's Key Club was Received in FY 24-25)</i>	Restricted General Fund Balance
7		Rollover for Public Facilities Projects	
7	\$ 190,387.96	<i>Justice Court</i>	Restricted CIP Fund Balance
7	\$ 92,906.89	<i>US Bank Lease #20 Energy Efficiency</i>	Lease Proceeds
7	\$ 193,157.50	<i>Veterans Memorial Park Project</i>	Restricted CIP Fund Balance
7	\$ 14,607.03	<i>Facilities Projects</i>	Restricted CIP Fund Balance
9	\$ 8,000.00	Rollover Donations from FY 24-25 for Fireworks Show <i>(Donors - \$2,000 each, Lolo's Hawaiian, Shiny shell Car Wash, Vamos Health, Rancho Markets)</i>	Restricted General Fund Balance

No.	Amount	Description	Source
11	\$ 16,417.73	Rollover UCCC Donations from FY 24-25 <i>(Rollover UCCC Restricted Donations from Multiple Donors)</i>	UCCC Fund Balance
13	\$ 8,839.25	Rollover Impact Fee Study <i>(Community Development Impact Fee Study Project)</i>	Restricted General Fund Balance
18	\$ 293,739.82	Rollover Transportation Sales Tax Received in FY 24-25 <i>(Transportation Sales Tax Revenue received in FY 24-25 was above the Budgeted amount for last year)</i>	Restricted General Fund Balance
28		Rollover for Public Works PO's for Equipment Ordered in FY 24-25 and not received yet	
	\$ 42,454.25	<i>Garbage Cans</i>	Restricted Sanitation Fund Balance
	\$ 206,929.21	<i>Dump Truck, Wing Plow and Plow</i>	Restricted C Roads Fund Balance
30		Rollover CIP/Public Works On-Going Projects	
30	\$ 21,325.00	<i>Pavement Management</i>	Restricted C Roads Fund Balance
30	\$ 503,100.00	<i>Annual Asphalt Preservation Project</i>	Restricted C Roads Fund Balance
30	\$ 110,098.45	<i>Rollover Brighton Canal Ditch SD Project</i>	Restricted Storm Water Fund Balance
30	\$ 11,727.89	<i>PW/RDA Weed Management</i>	Restricted CIP Fund Balance
30	\$ 3,113,147.61	<i>Parkway Blvd Widening MVC 6400 W</i>	Restricted CIP Fund Balance
30	\$ 340,794.98	<i>4700 S Reconstruction</i>	Restricted CIP Fund Balance
30	\$ 823,136.95	<i>Crosstowne Trail-2700 W to Bangerter</i>	Restricted CIP Fund Balance
30	\$ 1,136,791.00	<i>6800 West Improvements</i>	Restricted CIP Fund Balance
30	\$ 15,556.63	<i>3100 S ATP Overlay Project</i>	Restricted CIP Fund Balance
30	\$ 61,671.37	<i>Lancer Way Reconstruction</i>	Restricted CIP Fund Balance
30	\$ 22,326.61	<i>4100 S Hawk Signals Project</i>	Restricted CIP Fund Balance
30	\$ 610,574.00	<i>6800 West Pond Overflow</i>	Restricted CIP Fund Balance
30	\$ 2,978,096.54	<i>3900 South Roadway Improvements</i>	Restricted CIP Fund Balance
30	\$ 550,750.00	<i>UTA Midvalley BRT</i>	Restricted CIP Fund Balance
30	\$ 293,453.66	<i>Street Sign Replacement Project</i>	Restricted CIP Fund Balance
30	\$ 3,564,660.00	<i>4000 West Improvements</i>	Restricted CIP Fund Balance
30	\$ 500,000.00	<i>2200 W RAISE Grant</i>	Restricted CIP Fund Balance
30	\$ 2,000,000.00	<i>4800 W RAISE Grant</i>	Restricted CIP Fund Balance
30	\$ 4,526,976.78	<i>2025 Overlay Project</i>	Restricted CIP Fund Balance
30	\$ 57,312.83	<i>7200 West Reconstruction (3500 S - 4100 S)</i>	Restricted CIP Fund Balance
30	\$ 56,518.50	<i>2024-25 Sidewalk Repair Project</i>	Restricted CIP Fund Balance
30	\$ 527,908.00	<i>BFP - WVC Bridge Replacements</i>	Restricted CIP Fund Balance
30	\$ 78,623.10	<i>2025 Street Light Project</i>	Restricted CIP Fund Balance
30	\$ 1,257,513.48	<i>5900 West Extention Project</i>	Restricted CIP Fund Balance
30	\$ 54,354.00	<i>Transportation Sales Tax Funds</i>	Restricted CIP Fund Balance
30	\$ 3,024.30	<i>Finance Dept One-Time Capital Projects</i>	Restricted CIP Fund Balance
30	\$ 66,636.51	<i>CPD One-Time Capital Projects</i>	Restricted CIP Fund Balance
30	\$ 44,578.50	<i>Police One-Time Capital Projects</i>	Restricted CIP Fund Balance
30	\$ 201,880.22	<i>Rolling Stock</i>	Restricted CIP Fund Balance
31		Rollovers for Parks & Rec Projects, FFC,and Harman Senior Center Donations	
31	\$ 46,250.00	<i>Park Maintenance Projects - Double Check Valves</i>	Restricted General Fund Balance
31	\$ 58,834.00	<i>Harman Senior Center - Elevator Modernization</i>	Restricted General Fund Balance
31	\$ 187,500.00	<i>CIP Projects - Wetlands Park Project Grant</i>	State of Utah
31	\$ 179,213.56	<i>CIP Projects - Wetlands Park Project</i>	Restricted CIP Fund Balance
31	\$ 116,000.00	<i>Family Fitness Center - Sand Filters</i>	FFC Fund Balance
31	\$ 36,388.21	<i>Family Fitness Center - ULCT Grant</i>	FFC Fund Balance
31	\$ 43,960.96	<i>Family Fitness Center - Swim Team Donations</i>	FFC Fund Balance

No.	Amount	Description	Source
32		Rollovers for Community Engagement and Culture	
	\$ 4,209.23	<i>Donations for Healthy West Valley</i>	Restricted General Fund Balance
	\$ 19,050.50	<i>Donations for My Hometown</i>	Restricted General Fund Balance
	\$ 2,000.00	<i>Donations for National Night Out</i>	Restricted General Fund Balance
	\$ 55,808.53	<i>Capital Equipment for My Hometown</i>	Restricted CIP Fund Balance
		<b>GRANTS</b>	
3	\$ 4,200.00	Mental Health Grant FY 25-26 <i>(Mental Health Grant Awarded to WV Fire Dept)</i>	State of Utah
6	\$ 15,000.00	CDBG Funds for Victims Services <i>(Funding for Victims Services from CDBG Grant)</i>	HUD
8	\$ 75,000.00	Victim Services UVSP Grant FY 25-26 <i>(Utah Victim Services Program Grant)</i>	State of Utah
16	\$ 122,250.00	VOCA Grant #25VOCA50 FY 2025-26 <i>(Salaries, Benefits, Travel/Training and Direct Aid for Victim Advocates)</i>	State of Utah
23	\$ 1,013,212.00	CDBG and HOME Projects For FY 2025-26 <i>(Funding for CDBG Projects for FY 25-26)</i>	HUD
25	\$ 20,000.00	Overdose to Data Action Grant (OD2A) <i>(Grant for Healthy West Valley/Neighborhood Services Projects)</i>	Salt Lake County Health Dept.
26	\$ 57,814.00	JAG Grant 2024 <i>(Justice Assistance Grant used for Police Special Supplies)</i>	US Dept of Justice
33	\$ 15,000.00	Police Dept ICAC Grant FY 25-26 <i>(Internet Crimes Against Children Grant)</i>	State of Utah
		<b>OTHER</b>	
10	\$ 6,223.93	Fire Department Reimbursement for Office of Southern California Support <i>(Reimburse Salaries, Overtime and Supplies for Firefighters)</i>	State of Utah
12	\$ 144,422.00	Concrete Repair at Centennial Softball Park <i>(Repair of Concrete at Centennial Softball Park)</i>	CIP Fund Balance
14	\$ 103,640.00	Parks & Rec Master Plan <i>(To Establish a long-term Vision for Parks and Rec Facilities)</i>	CIP Fund Balance
15		Arena Renovations	
15	\$ 500,000.00	<i>Olympic Venue State Funds</i>	State of Utah
15	\$ 300,000.00	<i>Arena Exterior Grand Staircase LED Lights Upgrade - City Match</i>	Building Authority Arena R&R Reserves
15	\$ 200,000.00	<i>Arena Renovations - City Match</i>	Arena Fund Balance
17	\$ 24,856.00	Annual Management Fee for TravelBank <i>(Annual Fee for PCard App)</i>	US Bank Pcard Rebate

No.	Amount	Description	Source
19	\$ 160,000.00	Overlay Projects for FY 25-26 <i>(2025 Overlay Projects - Drainage Improvements)</i>	Storm Water Existing Budget
20	\$ 305,000.00	Safe Sidewalk Project <i>(Project Area is 3500 S 5400 W)</i>	UDOT
21		Fire Department Deployment Reimbursement - Oregon and California Fires	State of Utah
21	\$ 35,125.00	<i>Reimburse Public Works the use of a Mechanic and Truck</i>	
21	\$ 75,967.93	<i>Fire Dept. Overtime</i>	
22	\$ 2,500.00	Donation for the Sione Toki Concert <i>(City Event)</i>	Lolo Hawaiian BBQ
24	\$ 2,500.00	Donation for the Sione Toki Concert <i>(City Event)</i>	Day One Foundation
27	\$ 205,613.65	Fire Dept Reimbursement for Palisades, CA and France Canyon, UT Fires <i>(Used for Fire Dept Overtime and Special Supplies in the General Fund)</i>	State of Utah
29	\$ 10,000.00	Stock the Merchandise Store at City Hall <i>(Stocking up for the big next sale)</i>	Merchandise Sales
<p>BUDGET OPENING OCTOBER 2025 - DECEMBER 2025 WEST VALLEY CITY CORP. FISCAL YEAR 2025-2026</p>			
<b>GRANTS</b>			
2	\$ 15,000.00	Fire EMPG Grant <i>(Emergency Management Performance Grant for Public Safety Supplies)</i>	State of Utah
6	\$ 200,000.00	Police Dept Liquor Tax Grant FY 25-26 <i>(Funds used for equipment, DUI enforcement and alcohol cessation programs)</i>	State of Utah
11	\$ 60,000.00	CDBG Funds for Police <i>(Funding for the Police Dept from CDBG Grant)</i>	HUD
<b>OTHER</b>			
1	\$ 180,618.00	Commuinty Engagement and Culture Salaries and Benefits <i>(Transfer of Budget from UCCC to Gen Fd CEC Admin)</i>	UCCC Existing Budget
3	\$ 5,000.00	Donation for the Sione Taki Concert <i>(City Event)</i>	Gevena Rock Products Inc
4		Fire Department Deployment Reimbursement - Monroe Canyon Fire	State of Utah
4	\$ 87,212.97	<i>Fire Dept. Overtime</i>	
4	\$ 12,500.00	<i>Emergency Management Overtime and Temp Employees</i>	
5	\$ 6,000,000.00	4000 West Improvements <i>(Storm Drain and Road Improvements)</i>	Storm Water and C Roads Fund Balance Storm Water Existing Budget

No.	Amount	Description	Source
7		Fire Department Deployment Reimbursement - Monroe Canyon Fire	State of Utah
7	\$ 26,000.00	<i>Fire Dept. Overtime</i>	
7	\$ 15,000.00	<i>Support Services Grounds Maintenance</i>	
7	\$ 110,285.11	<i>Fire Dept. Capital Projects</i>	
8	\$ 54,549.28	Fire Department Deployment Reimbursement -Ruidosos, NM Flooding <i>(Used for Salary, Overtime and Equipment)</i>	Salt Lake Urban Search and Recue
9	\$ 500.00	Donation for the End of Summer Party <i>(Employee Appreciation)</i>	PacifiCorp
10	\$ 16,657.00	Purchase Cellphones and Computers <i>(Use of Funds from the Sale of Used Cellphones and Computers)</i>	Surplused Cellphones and Computers
12	\$ 472,030.00	6200 South Widening Project <i>(Reimbursement Agreement with Geneva Rock)</i>	Road Impact Fees Fund Balance

*Description:* Ordinance Amending 17-1-107 of the West Valley City Municipal Code

*Fiscal Impact:* n/a

*Funding Source:* n/a

*Account #:* n/a

*Budget Opening Required:* No

**Issue:**

Ordinance amending Section 17-1-107 of the West Valley City Municipal Code.

**Summary:**

This ordinance removes the requirements that one member of the License Hearing Board be a City employee and that another own a substantial business interest in the City.

**Background:**

Appeals of business license denials or revocations are heard by the License Hearing Board established in Section 17-1-107. The LHB is a three person panel. Of the three, two must be residents, one must be a City employee, and one must own a substantial business interest in the City (an individual may meet multiple criteria).

Recently, the City employee serving on the board retired. While the other two board members remain, the member representing a business interest is now retired as well. Both are City residents. The LHB meets infrequently but serves an important role in offering due process to City business license holders and applicants.

The proposed change would retain the requirement that two of the three members be City residents but remove the employee and business interest requirements. This allows the third member of the board to be a nonresident with a business interest, a resident, or any other individual who the City Manager and City Council deem to be qualified. This also removes the possibility that a City employee may have a conflict due to prior involvement with the application or business in question.

**Recommendation:**

Approve the resolution.

Department: CED/Business Licensing  
 Submitted by: Staff  
 Date: March 9, 2026



WEST VALLEY CITY, UTAH  
ORDINANCE NO. \_\_\_\_\_

Draft Date: 3/9/2026

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

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

**AN ORDINANCE AMENDING SECTION 17-1-107 OF THE  
WEST VALLEY CITY MUNICIPAL CODE TO UPDATE  
REQUIREMENTS TO SERVE ON THE LICENSE HEARING  
BOARD.**

**WHEREAS**, Title 17 of the West Valley City Municipal Code establishes regulations concerning business licensing, including the process to appeal a denied or revoked business license; and

**WHEREAS**, the City desires to amend certain requirements to serve on the License Hearing Board; and

**WHEREAS**, the City Council of West Valley City, Utah does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to amend Section 17-1-107 of the West Valley City Municipal Code.

**NOW, THEREFORE, BE IT ORDAINED** by the City Council of West Valley City, Utah as follows:

**Section 1. Repealer.** Any provision of the West Valley City Municipal Code found to be in conflict with this Ordinance is hereby repealed.

**Section 2. Amendment.** Section 17-1-107 of the West Valley City Municipal Code is hereby amended as follows:

**17-1-107. LICENSE HEARING BOARD AND APPEAL PROCEDURES.**

(1) There is hereby created the License Hearing Board of West Valley City. The License Hearing Board shall consist of three members appointed by the City Manager with the advice and consent of the City Council. Of the three members of the Board, two must be residents of the City, ~~one must be a City employee, and one must have a substantial interest in a business licensed by the City.~~ Board members shall be appointed for three-year terms and shall serve at the pleasure of the City Manager.

32 (2) If an appeal is timely submitted to the City Recorder in accordance with this Title, the  
33 License Hearing Board shall schedule a hearing and shall provide the appellant and the City  
34 with seven calendar days' notice of the hearing.

35 (3) The hearing shall be conducted as follows:

36 a. The City shall make an initial presentation, including any evidence or witnesses;

37 b. The appellant shall make a presentation, including any evidence or witnesses; and

38 c. The City shall have an opportunity for final rebuttal.

39 (4) If either the City or the appellant offers witnesses, both the City and the appellant shall  
40 have the opportunity to cross-examine the witnesses.

41 (5) Any evidence duly submitted to the License Hearing Board may be considered, but the  
42 License Hearing Board shall exclude any privileged, irrelevant, or repetitive evidence.

43 (6) It is the burden of the appellant to prove by clear and convincing evidence that none of  
44 the reasons for denial, suspension, or revocation set forth in this Title existed at the time of  
45 the denial, suspension or revocation.

46 a. If the License Hearing Board concludes that the appellant has met this burden, the  
47 License Hearing Board shall direct the City to issue or reinstate the business license.

48 b. If the License Hearing Board does not conclude that the appellant has met this  
49 burden, the License Hearing Board shall uphold the City's decision.

50 (7) When the License Hearing Board reaches a decision, the License Hearing Board shall  
51 direct the prevailing party to draft proposed findings of fact and conclusions of law. The  
52 prevailing party shall submit the proposed findings to the License Hearing Board and the  
53 opposing party as directed by the License Hearing Board. The opposing party shall submit  
54 any objections to the proposed findings to the License Hearing Board and the prevailing  
55 party within seven calendar days. Thereafter, the License Hearing Board shall issue a final  
56 order.

57 (8) The appellant or the City shall file any appeal from the decision of the License Hearing  
58 Board to the District Court within 30 days of issuance of the final order described in  
59 subsection (7) above.

60





WEST VALLEY CITY

# ORDINANCE AMENDING SECTION 17-1-107

Business License Hearing Board

# LICENSE HEARING BOARD COMPOSITION

- Section 17-1-107 currently requires that the LHB have three members, with two residents, one employee, and one owner of a business interest (one person can meet multiple requirements)
- This ordinance removes the employee and business interest requirements
- The third member can be a resident, a nonresident with a business interest, or anyone else qualified and willing to serve
- The change allows additional flexibility to keep the LHB at full membership despite irregular and infrequent meetings



*Description:* Franchise Agreement with Vaix Inc.

*Fiscal Impact:* n/a

*Funding Source:* n/a

*Account #:* n/a

*Budget Opening Required:* No

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**Issue:**

Franchise Agreement with Vaix Inc. d/b/a Senawave Communications (“Senawave”).

**Summary:**

A Resolution approving a franchise agreement with Senawave to construct and maintain a telecommunications network in the City.

**Background:**

Applications for telecommunications networks in West Valley City are governed by Chapter 20-5 of the City Code. The franchise granted by this Agreement is for a 10 year period, with the option to renew for an additional 10 years with the same terms and conditions. Chapter 20-6 of the City Code permits the City to require all telecommunications providers to collect taxes from their customers and deposit them with the Utah State Tax Commission. This agreement memorializes this provision as well as acknowledging Senawave’s duty to secure permits from Public Works for any excavation or construction.

**Recommendation:**

Approve the resolution.

Department: Legal/Public Works  
Submitted by: Staff  
Date: March 9, 2026



**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A FRANCHISE AGREEMENT BETWEEN VAIX INC. AND WEST VALLEY CITY FOR A TELECOMMUNICATIONS NETWORK IN THE CITY.**

**WHEREAS**, Vaix Inc. d/b/a Senawave Communications (“Senawave”) desires to provide voice, data or video transmission services within the City and in connection therewith establish a telecommunication network in, under, along, over and across present and future rights-of-way of the City; and

**WHEREAS**, Chapter 20-5 of the West Valley City Municipal Code governs the application and review process for telecommunications franchises in the City; and

**WHEREAS**, the City, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide Senawave a nonexclusive franchise to operate a telecommunications network in the City; and

**WHEREAS**, an agreement has been prepared for execution by and between the City and Senawave. The Agreement, a copy of which is attached hereto and entitled “Franchise Agreement” sets forth the rights, duties, and obligations of each of the parties with respect thereto; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interest of the health, safety, and welfare of the citizens of West Valley City to authorize the execution of the Agreement with Senawave.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah that the Agreement entitled, “Franchise Agreement” is hereby approved in substantially the form attached, and that the Mayor is hereby authorized to execute said Agreement for and on behalf of the City, subject to approval of the final form of the Agreement by the City Manager and the City Attorney’s Office.

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

West Valley City Treasury

Received By \_\_\_\_\_

MAR 05 2026

CA / CC/ CK# \_\_\_\_\_

RECEIPT NO. \_\_\_\_\_

**FRANCHISE AGREEMENT**

**THIS FRANCHISE AGREEMENT** (hereinafter "Agreement") is entered into by and between West Valley City (hereinafter "City"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 3600 Constitution Boulevard; West Valley City, Utah 84119, and \_\_\_Vaix Inc dba Senawave Communications\_\_\_\_\_ (hereinafter "Provider"), a corporation organized under the laws of the State of \_\_Utah\_\_ with its principal offices at 2075 S. Pioneer Road SLC UT\_, (hereinafter "Party" individually and "Parties" collectively).

**WITNESSETH:**

**WHEREAS**, the Provider desires to provide Telecommunications Services, as defined in Chapter 20-5-201(25) of the West Valley City Municipal Code, within the City and in connection therewith to establish a telecommunications network in, under, along, over and across present and future rights-of-way of the City; and

**WHEREAS**, the City has enacted Chapter 20-5 of the West Valley City Municipal Code (hereinafter "Telecommunications Rights-of-Way Ordinance"), which governs the application and review process for telecommunications franchises in the City; and

**WHEREAS**, the City has subsequently enacted Chapter 20-6 of the West Valley Municipal Code (hereinafter the "Mobile Telephone Service Revenue Act") which – pursuant to Utah law – permits the City to require all telecommunications providers to collect taxes from their customers and deposit them with the Utah State Tax Commission; and

**WHEREAS**, the City, in exercise of its management of public rights-of-way, believes that it is in the best interest of the public to provide the Provider a nonexclusive franchise to operate a telecommunications network in the City.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the City and the Provider agree as follows:

**ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE**

1.1 **Agreement.** Upon approval by the City Council and execution by the Parties, this Agreement shall be deemed to constitute a contract by and between the City and the Provider.

1.2 **Ordinance.** The City has adopted The Telecommunications Rights-of-Way Ordinance and Mobile Telephone Service Revenue Act (collectively referred to as the "Ordinances"), which are incorporated herein by reference and attached as Exhibit A. The Provider acknowledges

Approved as to Form  
WVC Attorney's Office 2024

that it has had an opportunity to read and become familiar with the Ordinances. The Parties agree that the provisions and requirements of the Ordinances are material terms of this Agreement, and that each Party hereby agrees to be contractually bound to comply with the terms of the Ordinances. The definitions in the Ordinances shall apply herein unless a different meaning is indicated. Nothing in this section shall be deemed to require the Provider to comply with any provision of the Ordinances which is determined to be unlawful or beyond the City's authority.

1.3 **Ordinance Amendments.** The City reserves the right to amend the Ordinances at any time. The City shall give the Provider notice and an opportunity to be heard concerning any proposed amendments. If there is any inconsistency between the Provider's rights and obligations under the Ordinances as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, the Provider agrees to comply with any such amendments.

1.4 **Franchise Description.** The telecommunications franchise provided hereby shall confer upon the Provider the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in the present and future public rights-of-way in the City. The franchise does not grant to the Provider the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude the Provider from (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize the Provider's system within the City for such purposes, or (2) from providing such service in the future if an appropriate franchise is obtained and all other legal requirements have been satisfied.

1.5 **Licenses.** The Provider acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Ordinances.

1.6 **Relationship.** Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the Parties, and neither Party is authorized to, nor shall either Party act toward third persons or the public in a manner that would indicate any such relationship with each other.

## ARTICLE 2. FRANCHISE FEE

2.1 **Telecommunications License Tax.** Pursuant to Utah law, the fee required under this Agreement is satisfied by the Provider's collection and proper deposit of Telecommunications License Tax with the Utah State Tax Commission. The Provider shall collect and deposit with the Utah State Tax Commission Municipal Telecommunications License Tax at the rate and in the manner currently provided by Utah Code Ann. § 10-1-401 et seq., less any business license fee or business license tax imposed by the City.

2.2 **Equal Treatment.** City agrees that the fees imposed in the City are imposed on a competitively neutral basis, and that any competing third party shall also be subject to fees at the same rate.

2.3 **Additional Fees.** The payment of the Franchise Fee does not prevent the City from requiring the payment of other fees imposed in accordance with Utah Code Ann. § 72-7-102, relating to management costs caused by Provider's activities in the right-of-way.

### **ARTICLE 3. TERM AND RENEWAL**

3.1 **Term and Renewal.** The franchise granted to Provider shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein shall be renewed by the Provider upon the same terms and conditions as contained in this Agreement for an additional ten (10) year term, unless the Provider gives written notice to the City's representative designated herein written notice of the Provider's intent to not renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 **Rights of Provider Upon Expiration or Revocation.** Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between the Provider and the City, or by revocation or forfeiture, the Provider shall have the right to remove from the rights-of-way any and all of its system, but in such event, it shall be the duty of the Provider, immediately upon such removal, to restore the rights-of way from which such system is removed to as good condition as the same was before the removal was effected.

### **ARTICLE 4. PUBLIC USE RIGHTS**

4.1 **City Uses of Poles and Overhead Structures.** The City shall have the right, without cost, to use all poles owned by the Provider within the City for fire alarms, police signal systems, or any lawful public use; provided, however, any said uses by the City shall be for activities owned, operated or used by the City for any public purposes and shall not include the provision of telecommunications service to third parties.

4.2 **Limitations on Use Rights.** Nothing in this Agreement shall be construed to require the Provider to increase pole capacity, alter the manner in which the Provider attaches equipment to the poles, or alter the manner in which the Provider operates and maintains its equipment. Such City attachments shall be installed and maintained in accordance with the reasonable requirements of the Provider and the current National Electrical Safety Code. City attachments shall be attached or installed only after written approval by the Provider, which approval will be processed in a timely manner and will not be unreasonably withheld.

4.3 **Maintenance of City Facilities.** The City's use rights shall also be subject to the parties reaching an agreement regarding the City's maintenance of the City attachments.

## **ARTICLE 5. POLICE POWERS**

5.1 The City expressly reserves, and the Provider expressly recognizes, the City's right and duty to adopt, from time to time, in addition to provisions herein contained, such ordinances and rules and regulations as the City may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

## **ARTICLE 6. CHANGING CONDITIONS AND SEVERABILITY**

6.1 **Meet to Confer.** The Provider and the City recognize that many aspects of the telecommunication business are currently the subject of discussion, examination and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way the Provider conducts its business and the way the City regulates the business. In recognition of the present state of uncertainty respecting these matters, the Provider and the City each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

6.2 **Severability.** If any section, sentence, paragraph, term or provision of this Agreement or the Ordinances is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the Parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the City is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the rights-of-way in a manner similar to that provided in this Agreement, the Ordinances, and the City's excavation ordinance. For the Provider, "material consideration" is its ability to use the rights-of-way for telecommunication purposes in a manner similar to that provided in this Agreement, the Ordinances, and the City's Excavation Ordinance.

**ARTICLE 7. EARLY TERMINATION, REVOCATION OF FRANCHISE  
AND OTHER REMEDIES**

7.1 **Grounds for Termination.** The City may terminate or revoke this Agreement and all rights and privileges herein provided for any of the following reasons:

- (a) The Provider fails to make timely payments of the Franchise Fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the City of such failure;
- (b) The Provider, by act or omission, materially violates a material duty herein set forth in any particular within the Provider's control, and with respect to which redress is not otherwise herein provided. In such event, the City, acting by or through its City Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving the Provider notice of such determination, the Provider, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the City may declare the franchise forfeited and this Agreement terminated, and thereupon, the Provider shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the City shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of the Provider; or
- (c) The Provider becomes insolvent, unable or unwilling to pay its debts; is adjudged bankrupt; or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by the Provider within sixty (60) days.

7.2 **Reserved Rights.** Nothing contained herein shall be deemed to preclude the Provider from pursuing any legal or equitable rights or remedies it may have to challenge the action of the City.

7.3 **Remedies at Law.** In the event the Provider or the City fails to fulfill any of its respective obligations under this Agreement, the City or the Provider, whichever the case may be, shall have a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement.

7.4 **Third Party Beneficiaries.** The benefits and protection provided by this Agreement shall inure solely to the benefit of the City and the Provider. This Agreement shall not be deemed to create any right in any person who is not a Party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a Party hereto).

## ARTICLE 8. PARTIES DESIGNEES

8.1 **City Designee and Address.** The West Valley City Public Works Director or his/her designee(s) shall serve as the City's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinances, all notices from the Provider to the City pursuant to or concerning this Agreement, shall be delivered to the City's representative at 3600 Constitution Boulevard, West Valley City, Utah 84119, or such other officer and address as the City may designate by written notice to the Provider.

8.2 **Provider Designee and Address.** The Provider's Vice President of Administration or his/her designee(s) shall serve as the Provider's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinances, all notices from the City to the Provider pursuant to or concerning this Agreement, shall be delivered to Provider's headquarter offices at 600 Hidden Ridge, Irving, Texas 75038, and such other office as the Provider may designate by written notice to the City.

8.3 **Failure of Designee.** The failure or omission of the City's or Provider's representative to act shall not constitute any waiver or estoppel by the City or Provider.

## ARTICLE 9. INSURANCE AND INDEMNIFICATION

9.1 **Insurance.** Prior to commencing operations in the City pursuant to this Agreement, the Provider shall furnish to the City evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that the Provider is effectively self-insured if the Provider has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all insurance, whether purchased by the Provider from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage reasonably acceptable to the City.

9.2 **Indemnification.** The Provider agrees to indemnify, defend and hold the City harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the Provider's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the City in defense of such claims. The City shall promptly give written notice to the Provider of any claim, demand, lien, liability, or damage with respect to which the City

seeks indemnification and, unless in the City's judgment a conflict of interest may exist between the Parties with respect to the claim, demand, lien, liability, or damage, the City shall permit the Provider to assume the defense of such with counsel of the Provider's choosing, unless the City reasonably objects such counsel. Notwithstanding any provision of this section to the contrary, the Provider shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the City.

## ARTICLE 10. GENERAL PROVISIONS.

10.1 **Binding Agreement.** The Parties represent that (a) when executed by their respective Parties, this Agreement shall constitute legal and binding obligations of the Parties; and (b) that each Party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to their operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the Parties.

10.2 **Utah Law.** This Agreement shall be interpreted pursuant to Utah law.

10.3 **Time of Essence.** Time shall be of the essence of this Agreement.

10.4 **Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

10.5 **No Presumption.** All Parties have participated in preparing this Agreement. Therefore, the Parties stipulate that any court interpreting or construing the Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting Party.

10.6 **Entire Agreement and Amendments.** This Agreement and all attachments hereto constitute and represent the entire agreement and understanding between the parties hereto and replaces any previous agreement, understanding or negotiation between the parties with respect to the subject matter hereof, and may be modified or amended, supplemented, or changed only by the written agreement of the parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

SIGNED and ENTERED INTO this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

“City”

West Valley City

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Recorder

“Provider”

Vaixinc dba Senawave communications

a Corporation

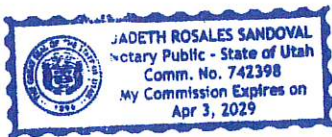
By: [Signature]

Its: CCO

State of Utah )

County of Salt Lake )  
:SS

On this 5<sup>th</sup> day of March, 2026, personally appeared before me Jadeth Rosales Sandoval [name of person(s)], whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he/she is the CEO [title], of Vaixinc dba Senawave communication [name of corporation], a corporation, and said document was signed by him/her in behalf of said corporation by authority of its bylaws or of a Resolution of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.



[Signature]  
Notary Public

<i>Description:</i>	<i>Residential Solid Waste and Recycling Service Agreement</i>
<i>Fiscal Impact:</i>	<i>\$6M+ Annually</i>
<i>Funding Source:</i>	<i>Sanitation Fund</i>
<i>Account #:</i>	<i>39-7591</i>
<i>Budget Opening Required:</i>	<i>No</i>

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**Issue:**

Residential Solid Waste and Recycling Service Agreement

**Summary:**

The City's garbage and recycling service agreement is expiring. The City went through a procurement process and recommends the next service agreement be awarded to Ace Recycling and Disposal.

**Background:**

The City's current solid waste/recycling collection and disposal service agreement with Ace Recycling and Disposal expires in June 2026. The Public Works Department issued a request for proposals for the next service agreement. Two responsive proposals were received: Ace Recycling and Disposal, and Waste Management of Utah. Ace was selected to provide services for the next contract beginning in July. The new agreement has a term of six years, with two optional two-year extensions.

Ace's proposal included a cost-sharing arrangement on recyclable material processing costs to address market fluctuations. Ace also proposed a price escalation method that adjusts contract unit prices according to the BLS Water, Sewer and Trash Collection Services Consumer Price Index (CPI-U) and a cost escalation for solid waste disposal of \$0.50 per ton per year, (approximately 1.5% per year).

The primary services include weekly garbage collection and disposal, bi-weekly curbside recycle collection, bulky waste pickup, and the neighborhood cleanup program. Supplemental services include glass recycling drop-off locations, community service project dumpsters, Christmas tree disposal and City facility and park garbage collection.

**Recommendation:**

Execute the agreement with Ace Recycling and Disposal

Department: Public Works  
 Submitted by: Dan Johnson  
 Date: March 9, 2026



**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AWARDING A CONTRACT TO ACE DISPOSAL, INC. FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES.**

**WHEREAS**, West Valley City solicited proposals in accordance with state law to perform residential solid waste collection, disposal, and recycling services (the “Project”); and

**WHEREAS**, Ace Disposal, Inc. (hereinafter, “Contractor”) submitted the highest scoring proposal; and

**WHEREAS**, a Residential Solid Waste, Collection, Disposal, and Curbside Recycling Service Agreement (the “Agreement”) has been prepared by and between the City and the Contractor setting forth the terms on which the Project shall be performed; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to award a contract to Contractor for the Project and execute the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of West Valley City, Utah, that a contract is hereby awarded to Ace Disposal, Inc. to perform the Project, and that the Mayor is hereby authorized to execute, for and on behalf of West Valley City, the Agreement and any other documents necessary to complete this transaction, subject to approval of the final form of said documents by the City Manager and the City Attorney’s Office.

**PASSED, APPROVED, and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, AND CURBSIDE  
RECYCLING SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of, 20\_\_\_\_, by and between West Valley City, a Utah municipal corporation (the “City”), and Ace Disposal, Inc (The “Contractor”). The City and the Contractor are jointly referred to in this Agreement as the “Parties.”

**WITNESSETH:**

WHEREAS, the contractor submitted a Proposal to provide residential solid waste collection and curbside recycling within the territorial jurisdiction of the City and to perform such work as may be incidental thereto; and

WHEREAS, the City Council selected the Contractor as the entity with whom the City should negotiate an agreement for the collection and disposal of residential waste: and

WHEREAS, the Parties have negotiated the terms and conditions under which the Contractor will provide weekly automated residential waste collection, bi-weekly curbside recycling, monthly bulky waste collection, dumpsters for the Neighborhood Dumpster Program, community service project dumpster program, and other miscellaneous services and desire to set forth in this Agreement those terms and conditions;

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by the Parties as follows:

**TERMS & CONDITIONS:**

- 1. Performance by Contractor.** The Contractor hereby agrees to provide weekly automated residential waste collection, bi-weekly curbside recycling, monthly bulky waste collection dumpsters for the Neighborhood Dumpster Program and for community service projects and other related work as specified and described in the Contract Documents. The Contractor further agrees to furnish all personnel, labor, equipment, trucks and all other items necessary to provide said services.
- 2. Contract Documents.** The Contract Documents include the following documents:
  - A. This Agreement.
  - B. Any addenda or changes to the Contract Documents agreed to by the Parties.
  - C. The following Exhibits, which are hereby incorporated into and made a part of this Agreement in their entirety:
    1. Exhibit A: the Specifications.
    2. Exhibit A-1: the Rate Sheet

3. Exhibit B: the Request for Proposal Documents, including any addenda, the Instructions to Proposers, and Information to Proposers.
  4. Exhibit C: The Contractor's Proposal.
- D. The following Attachments which are hereby incorporated into and made a part of this Agreement in their Entirety:
1. Attachment A: Performance and Payment Bonds.
  2. Attachment B: Evidence of Insurance.
3. **Interpretation.** The Contractor shall strictly comply with and conform to all provisions of the Contract Documents and no amendment to this Contract shall be made except upon the written consent of the Parties. No amendment shall be construed to release either party from any obligation of the Contract Documents, except as specifically provided for in such amendment. The Contract Documents are complimentary, and what is called for by one shall be binding as if called for by all. All obligations of the Parties outlined in any of the Contract Documents shall be binding as if specifically set forth in this Agreement. In the event of any inconsistency in any provision of the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order said documents are listed in paragraph 2 above.
4. **Conditions of Agreement.** This Agreement is entered into subject to the following conditions:
- A. The Contractor shall procure and keep in full force and effect throughout the term of this Agreement all insurance policies and bonds specified in and required by the Contract Documents.
  - B. The Contractor shall not be liable for the failure to wholly perform its duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, fire, accident or other similar or different contingency beyond the reasonable control of the Contractor.
  - C. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.
5. **Contractor Representative.** The Contractor hereby appoints \_\_\_\_\_ as its representative and official agent to the City. Such representative shall monitor the work to be performed by the Contractor and shall be the person to whom the City shall direct all questions and any other requests for services or items of information relative to this Agreement.
6. **City Representative.** The City hereby appoints the Public Works Director, or designee, to act as liaison between the City and the Contractor. Such representative shall monitor the work to be performed by the Contractor and shall verify that the Contractor completes the entire scope of work.
7. **Indemnification.** To the fullest extent permitted by law, Contractor agrees to indemnify, release, defend, and hold the City harmless from and against any and all claims, losses, liabilities, costs, lawsuits, damages, and expenses, including court costs and attorney's

fees, by reason of any claim and/or liability imposed, claimed, and/or threatened against the City for damages because of bodily injury, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) arising out of, or in consequence of, the performance of the Contractor's services under this Agreement, to the extent that such bodily injuries, death, and/or property damages or loss (including, without limitation, tangible or intangible property or rights or economic loss, wherever occurring) are attributable to the negligence of Contractor and/or Contractor's consultants, subconsultants of any tier, representatives, servants, agents, employees, and/or assigns. Without limitation, Contractor specifically agrees to indemnify, defend, release, and hold the City harmless from and against any and all claims, losses, liabilities, costs, lawsuits, damages, and expenses arising from or relating to the collection of or damages caused by flammable or hazardous materials, provided that Contractor's conduct was negligent, fraudulent, or in breach of the Contract Documents. As used in this section, the City shall also refer to the consultants, officers, agents, assigns, volunteers, and employees of the City. The indemnification required by this Section shall not apply to any bodily injuries, death, and/or property damages that are attributable to the sole or contributory negligence of the City. In addition, Contractor shall endeavor to procure from each independent contractor retained by Contractor performing work related to this Agreement an indemnity agreement in favor of the City to the same extent and form as this Section.

8. **Independent Contractor.** It is understood and agreed by the Parties that the Contractor is to act in the capacity of an independent contractor. The Contractor's officers and employees shall not be considered employees or officers of the City and shall not be entitled to any City employee benefits as a result of the execution of this Agreement.
9. **Assignment.** The Contractor may not assign this Agreement or assign, pledge, transfer, or otherwise dispose of its interest in the equipment or this Agreement without the specific consent of the City, which shall be given or refused at the City's sole discretion; provided, however, that no such assignment, pledge, mortgage, transfer, or other disposition shall relieve the Contractor of its obligations hereunder, nor shall such an assignment or other disposition terminate any such claim or defense the City may have against the Contractor. The City may assert any claim or defense it may have against the Contractor and against any such assignee.
10. **Notices.** All notices to be given under this Agreement shall be made in writing and mailed to the other Party at its address set forth herein or at such other address as the Party may provide in writing from time to time. Such notice shall be mailed, return receipt requested, to the Parties as follows:

**The City:**  
West Valley City  
Public Works Department  
Public Works Director  
3600 S Constitution Blvd

West Valley City, Utah 84119

**The Contractor:**

Ace Disposal, Inc

Attn: Zachary Buhler

2274 South Technology Drive

West Valley City, UT 84119

11. **Choice of Law and Forum.** It is understood and agreed by the Parties that this Agreement and the performance of the Parties shall be subject to and governed by the laws of the State of Utah. Any litigation arising from or relating to this Agreement shall be filed in the Third District Court in Salt Lake City, Utah or in the United States District Court for the District of Utah in Salt Lake City, Utah.
12. **Non-Discrimination.** The Contractor shall not discriminate against any employee or applicant for employment because of disability, race, color, religion, sex, or national origin, nor shall the Contractor illegally discriminate against such persons because of age; and the Contractor shall comply with applicable federal, state, and local laws governing employment practices.  
  
The Contractor shall comply with the Title VI general assurances promulgated by the federal government and available at <https://udot.utah.gov/connect/docs/usdot-order-1050-2a-standard-title-vi-assurances-with-instructions/>.
13. **No Third-Party Beneficiaries.** The provisions of the Contract Documents shall be for the benefit of the City and the contractor, and the City and the Contractor shall be entitled to performance and enforcement of the obligations of one another. The provisions of the Contract Documents shall not be construed to impose any obligations on the City or the Contractor to the subcontractors or other third persons, and the rights of the Parties hereunder may not be enjoyed by such persons or entities or the Contractor's creditors.
14. **Attorney's Fees.** If any action is brought because of any breach of, or to enforce or interpret any of the provisions of, this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party reasonable attorneys' fees and court costs incurred in connection therewith, the amount of which shall be fixed by the Court and made a part of any judgment rendered.
15. **Entire Agreement.** The Contract Documents contain the entire agreement between the Parties; and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid; and this Agreement may not be enlarged, modified, or altered except in writing signed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

West Valley City

\_\_\_\_\_  
Karen Lang, Mayor

ATTEST:

Approved as to form 3/10/2026

*Brandon Hill*

\_\_\_\_\_  
City Recorder

*Ace Disposal, Inc.*

By: *Toby Hill*

Title: *Sales Manager*

STATE OF UTAH )

: ss.

COUNTY OF SALT LAKE )

On this 9<sup>th</sup> day of March, 20 26, personally appeared before me

Zachary Buhler

who being by me duly sworn did say that he/she is the Sales Manager

of *Ace Disposal, Inc.*, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors, and he/she acknowledged to me that said corporation executed the same.



*Reagan Paulsen*

Notary Public

**CONTRACT SPECIFICATIONS – EXHIBIT A**

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## **1.00 DEFINITIONS**

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

### **1.01 City**

West Valley City, Utah

### **1.02 Construction and Demolition Waste**

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

### **1.03 Contractor**

The person, corporation or partnership performing residential solid waste collection and disposal under contract with the City.

### **1.04 Disposal Site**

A permitted and licensed landfill as proposed by the Contractor.

### **1.05 Garbage**

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

### **1.06 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, or Salt Lake City-County Health Department to be “hazardous” as that term is defined by or pursuant to Federal, State or local law. The definition of Hazardous Waste shall include, but not limited to: car batteries, propane tanks, paint, anti-freeze, pesticides and herbicides, fertilizers, oil, and appliances containing Freon.

### **1.07 Residential Solid Waste**

Garbage and rubbish produced by or resulting from the normal activities of households.

### **1.08 Residential Unit**

Single family homes, townhomes, and duplex units, on public streets.

### **1.09 Rubbish**

All solid waste except garbage and hazardous waste, including, but not limited to: cardboard, paper, wood, cans, metal, glass, plastic, leather, cloth, leaves, weeds and yard trimmings.

## **2.00 SCOPE OF WORK**

The work under this Contract shall consist of the items contained in the Contract Documents, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract Documents. The major items of work are the weekly automated collection of residential solid waste, curbside recycling services, and other supplemental services selected by the City. Work under this contract includes collection of refuse from all City facilities. The Contractor is free, subject to any agreement privately entered, between the Contractor and others, to collect any other solid waste.

## **3.00 WORKING CONDITIONS**

The Contractor understands that the West Valley 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 Contractor is responsible for providing residential solid waste collection services regardless of 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, providing additional trucks, personnel, and tire chains, to continue to provide consistent, reliable service. The Contractor shall complete the work in and under any conditions the Contractor may encounter or create, without extra cost to the City.

## **4.00 COLLECTION FROM CITY FACILITIES**

Work under this contract includes collection and disposal of refuse from all City facilities.

Some City Facilities are served with dumpsters. The Contractor shall provide the dumpsters and the City shall pay the pickup and disposal fees as described on the Rate Sheet.

City parks and some other facilities are served with regular automated side-dumped City-owned garbage containers. The Contractor shall pick up and dispose of garbage from City parks at the prices described on the Rate Sheet.

## **5.00 BULKY WASTE COLLECTION**

### **5.01 Collection Schedule**

Once per month, the Contractor shall collect bulky waste, from each residential unit. Collection shall be made on the first, second, third, or fourth collection day of the month, as set forth in the Contractor's collection schedule approved by the City. The Contractor shall provide sufficient resources to provide regular, consistent bulky waste collection services.

### **5.02 Materials Collected**

Materials to be collected: appliances, mattresses, furniture, carpeting, boxes or bags of rubbish; tree limbs and bundles of branches less than 18" in diameter and five feet in length.

Materials not collected: grass clippings, garbage, rubbish and yard waste which is not bagged, boxed or bundled, tires, hazardous waste, construction and demolition waste, as defined in the contract specifications.

## **6.00 NEIGHBORHOOD DUMPSTER PROGRAM**

This service shall include furnishing twenty-four (24), 30-cubic yard, roll-off dumpsters to be painted, and marked for sole use in the City's Neighborhood Dumpster Program. Each day, up to twelve dumpsters shall be picked up, dumped, and moved to a new location in the City, or to the Contractor's yard. Up to twelve dumpsters shall be delivered on a Monday-Wednesday-Friday schedule, and up to twelve dumpsters shall be delivered on a Tuesday-Thursday-Saturday schedule. These dumpsters shall be placed as directed by the City within City rights-of-way for neighborhood cleanup projects. Contractor shall furnish sufficient dumpsters, personnel, and equipment to ensure timely delivery and pickup of dumpsters for this program.

Disposal fees shall be paid by the City

## **7.00 COMMUNITY SERVICE PROJECT DUMPSTER PROGRAM**

This service includes providing dumpsters between April through October, normally 3-4 weekends per month, approximately ten (10) 30-yard roll-off dumpsters per weekend.

Pricing is as described in the Rate Sheet. Disposal fees shall be paid by the City.

## **8.00 CHRISTMAS TREE DISPOSAL**

Contractor shall provide at least two dumpsters for Christmas tree collection and disposal from two sites for up to three weeks after Christmas.

- **Westview Park** – 6036 West 4100 South
- **City Park** – 4552 West 3500 South

Payment will be made on a per dumpster basis for each pick-up. Separate payment will be made for disposal.

Pricing is as described in the Rate Sheet.

## **9.00 GLASS RECYCLING DROP-OFF LOCATIONS**

Contractor will be responsible for providing and operating three glass recycling drop-off bins at the following locations:

- **West Valley City Family Fitness Center** - 5415 West 3100 South
- **Public Works Building** - 2805 South 3600 West
- **Maverik Center North Overflow Lot** - 3025 South Decker Lake Drive (2210 West)

Payment will be made on a per dumpster basis for each pick-up.

## **10.00 CURBSIDE RECYCLING SERVICE**

### **10.01 Scope**

Contractor shall furnish all personnel, labor, equipment, vehicles, and other items necessary to provide automated residential bi-weekly collection of co-mingled recyclable materials. The City will furnish, deliver, pick-up, and maintain recycling containers.

The Contractor shall provide periodic reports to the City including monthly tonnage collected and contamination percentages.

Payment for collection of recyclable materials is as described in the Rate Sheet.

Payment for recyclable material processing is as described in the Rate Sheet.

#### 10.02 Recyclable Materials

At a minimum, the Contractor shall collect and recycle the following materials: paper, cardboard, aluminum, steel and tin cans, and plastics. Other recyclable materials deemed acceptable by the Contractor may also be collected.

#### 10.03 Schedule

The Contractor shall establish a bi-weekly recycling collection schedule and shall substantially comply with the schedule throughout the term of the agreement. Recycling materials shall be collected on the same day as residential solid waste.

### **11.00 CONTAINERS**

#### 11.01 Containers

The City shall provide sufficient approved garbage containers for the use of all residential users as required for regular automated collection containers and shall assemble and deliver and maintain the same to all City residents as needed during the term of this Contract. It is further agreed that all residential approved garbage containers provided to the City's residents are the property of the City.

#### 11.02 Unapproved Containers

Contractor shall not be required to collect solid waste unless it is in a garbage container provided by the City, except as otherwise provided for in this Contract.

#### 11.03 Damaged Containers

Contractor shall pay for repairs or replacement on all containers damaged by Contractor during the term of this Contract, normal wear and tear excepted. The cost of replacing (\$100 per container) or repairing containers damaged by Contractor's negligence shall be deducted from payments to Contractor.

### **12.00 MATERIALS COLLECTED**

#### 12.01 Materials Collected

The Contractor shall collect residential solid waste and bulky waste, as defined in herein, from residential units and City facilities as set forth in this document.

### 12.02 Materials Not Collected

The following materials shall not be collected. The contractor shall tag all containers containing any of the following materials set out for collection, whether placed in a container or otherwise:

1. Highly flammable or explosive materials.
2. Hazardous or radioactive waste materials.
3. Hot ashes, cinders, clinkers, or stove ashes that could ignite other refuse.
4. Dead animals in excess of 10 pounds.
5. Septic tank waste or holding tank waste from recreational vehicles or travel trailers.

## **13.00 COLLECTION OPERATION AND DISPOSAL**

### 13.01 Collection Point

Normal collection points for residential solid waste and bulky waste shall be at curbside.

### 13.02 Special Service Requests

Contractor will provide, at no additional cost, special service for handicapped people or senior citizens not able to handle the 96-gallon approved garbage container. Such special service will be as directed by the City, and will be managed by the City to verify the continuing need for the service.

### 13.03 Collection Equipment

The Contractor shall provide an adequate number of vehicles for regular waste collection services. All vehicles, bins, and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times, properly inspected and meeting State and local requirements. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. The Contractor acknowledges that its vehicles and other equipment are compatible with the automated refuse collection containers currently in use in the City. The Contractor also acknowledges and represents that the services to be provided by the Contractor under the Agreement can be timely, efficiently, and safely provided by the Contractor, using such collection containers. The Contractor expressly agrees to operate and maintain its vehicles and all equipment in good repair and working order, such that any property belonging to any other person or entity, including, but not limited to, the City's collection containers and City streets, is not harmed or damaged as result of improper or negligent operation, repair, or maintenance of the vehicles or equipment used or operated by the Contractor. The Contractor agrees that it shall be responsible for damage caused to property of any third party as a result of equipment that is improperly operated, repaired, or maintained, or as a result of using equipment that is not compatible with the property of the City or that is not appropriate for the performance of the work of the Contractor under the Agreement.

### 13.04 Spill and Leakage Cleanup

All material hauled by the Contractor shall be contained, tied, or enclosed so that leaking, spilling, or blowing are prevented and shall be such that the hauling complies with all federal, state, and local laws. In the event of any spillage by Contractor, Contractor shall clean up the spill or litter. The cost of any clean-up, incurred by the City, shall be deducted from payments to the Contractor.

#### 13.05 Disposal

All material collected for disposal by the Contractor shall be hauled to the Disposal Site as defined in Section 1.04. Contractor shall become familiar with and abide by all rules, regulations, laws, contracts, provisions, etc., related to the use of the Disposal Facility.

Disposal fees shall be paid to the Contractor by the City.

#### 13.06 Collection Schedule

The Contractor shall prepare and submit to the City for approval a collection schedule that will ensure regular weekly collection service to each residential unit and service as specified herein to City facilities. Adequate and proper 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. All regular collection shall be made Monday through Friday. Adjustments may be made for holidays or emergency upon prior written consent of the City.

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

#### 13.07 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. Collections during Holiday weeks may be delayed no more than one day beyond the regularly scheduled collection day, unless the City provides written approval.

#### 13.08 Time of Collection

The Contractor shall not commence collection in residential areas prior to 7:00 a.m., or continue after 7:00 p.m., without prior written approval of the City.

### 13.09 City Not Liable for Delay

It is expressly agreed by the Contractor that in no event shall the City be liable for 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.

### 13.10 Records

The Contractor, upon request of the City, shall make available to the City, for inspection and copying, all of its records relating to the collection, removal, and disposal of solid waste pursuant to this Agreement.

### 13.11 Documentation

The Contractor shall on a monthly basis provide in digital format (Excel or comma delimited)

- Electronic Record of Dumpsters Picked Up
- Excel Spreadsheet of Tonnages
  - Garbage Tonnage collected by month
  - Bulky Waste Tonnage collected by month
  - Glass Tonnage collected by month from dumpsters
  - Recycling Tonnage collected by month
  - Explanation and details of Recycling charges by type.
  - Recycling Sort results by month
- Call complaints Received
- Reporting required for compliance with Utah Code Ann. § 19-6-509, as amended.
- Recycling Load Sort Report
  - Monthly provide the sort results of at least one West Valley City recycling load breaking down proportions of the following materials:
    - OCC (Cardboard)
    - Mixed Paper
    - PET (Plastic #1)
    - ABC (Aluminum Cans)
    - HDPE Natural (Plastic #2)
    - HDPE Color (Plastic #2)
    - Tin
    - Mixed Plastics 3-7
    - Trash/Contamination

## 14.00 **COMMUNITY EVENTS**

### 14.01 Document Destruction and Electronic Waste Recycling

The Contractor and the City will partner together to hold one community event each year to provide a drop-off opportunity for document destruction and electronic waste recycling for residents.

The City will provide a location and traffic control at the event. The Contractor will provide the document destruction and electronic waste recycling services. The City will also provide staff to assist in unloading donations from residents.

The event will normally be held on a Saturday morning in the spring and is open to the public for two-hours.

## **15.00 EMPLOYEES**

The Contractor agrees to prohibit any employee from working while under the influence of alcohol, drugs or while otherwise impaired and to prohibit drinking of alcoholic beverages or use of drugs by its drivers and crew members while on duty or in the course of performing their duties under this agreement. The Contractor's employees shall be required to wear a clean uniform bearing the Contractor's 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. Contractor warrants that it is in full compliance, and shall remain in compliance throughout the term of this Agreement with all statutory requirements concerning legal employment in the State of Utah. The contractor's employees, officers, agents, and sub-contractors at no time shall be allowed to identify themselves or represent themselves as being employees or agents of West Valley City.

## **16.00 COMPLAINTS**

The Contractor expressly acknowledges, understands, and agrees that 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 the Contractor's services. As a condition of accepting this Contract, the Contractor agrees that in order to assure the highest quality of service, the Contractor will provide and adhere to the following:

### **16.01 Office**

The Contractor shall maintain a local office or such other facilities through which it can be contacted. 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) from 8:00 a.m. to 5:00 p.m. on regular collection days, and by telephone, in person, or by recorder at all other times. The Contractor shall furnish the City with after-hours telephone numbers for emergency response.

### **16.02 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 that have not received scheduled service, the Contractor shall provide collection before 7:00 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.

## **17.00 FAILURE TO PERFORM/DEFAULT**

### **17.01 Failure to Perform**

In the case of a failure to perform by the Contractor, the City, at its option, may pursue, in addition to any and all remedies the City may have at law or in equity, any one or combination of the following actions:

1. If the number of verified missed services exceeds 100 during any month, as determined by the City, a penalty will be assessed equal to \$10 times the number of missed services, which penalty shall be deducted from the Contractor's billing. Said deduction shall relate back and apply to all missed services for the month.
2. On the second notice of any verified uncorrected complaint, the City may, at its option, remedy the complaint and assess \$50 liquidated damages, to be deducted from that month's billing. The Contractor and the City recognize that the city will suffer damage if the 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 the Contractor.
3. The Contractor may be given a specified probationary period, during which deficiencies outlined in writing are to be resolved to the satisfaction of the City. During this probationary period, the City may withhold ten percent (10%) of the payment due the Contractor until the deficiencies are resolved.

### **17.02 Default by the Contractor**

1. In addition to other failures to perform or acts or omissions in the performance or non-performance of the Contractor, the following shall also constitute a default on the part of the Contractor:
  - a. Failure to provide the services indicated for a period in excess of three consecutive scheduled working days; or
  - b. Bona fide complaints or missed services during a month numbering in excess of five percent (5%) of the residential units from which the Contractor is responsible to collect and dispose of residential solid waste or bulky waste.
2. If the Contractor is found in default of performance, the City may take any or all of the following actions:
  - a. Employ such means as it may deem advisable and appropriate to continue work until the matter is resolved and the Contractor is again able to carry out his operations under this Agreement.

- b. Deduct any and all expenses incurred by the City from any money then due or to become due the Contractor. Should the City's cost for continuing the operation exceed the amount due the Contractor, the City may collect the amount due either from the Contractor or the Contractor's surety or both and impose a lien on all assets of the Contractor.
- c. At its option, the City may take interim possession of all of the Contractor's equipment and facilities used in the performance of the Agreement at fair market value (either lease or purchase, as determined by the City) in order to continue collection service. During such period, the liability of the City to the contractor for loss or damage to equipment and facilities so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability.
- d. Terminate the Agreement "for cause," as outlined in Section 18.00 below.

## **18.00 TERMINATION**

### **18.01 Termination for Cause**

All terms, conditions, and specifications of the Agreement are considered material, and failure to perform any part of the Agreement shall be considered a breach of the Agreement and a default on the part of the breaching party. Should the Contractor fail to perform any of his contractual obligations, the City, at its option, may terminate the Agreement fifteen (15) days after written notification to the Contractor of the violation and failure of the Contractor to remedy the violation within said time period.

### **18.02 Termination by City or Contractor**

The City may terminate this Agreement upon one year's prior written notice to the Contractor. The Contractor may terminate this Agreement upon one year's prior written notice to the City. The Contractor may not nullify obligations already incurred or performed prior to the date of termination.

## **19.00 LAWS, LICENSES, AND TAXES**

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws; provided, however, that where there exists a conflict between the Agreement and City ordinances on the subject, the more stringent requirements shall prevail. The Contractor shall obtain all licenses and permits and promptly pay all taxes required by governmental agencies.

## **20.00 EFFECTIVE DATE**

This Agreement shall be effective upon the execution of the Agreement, and performance of such Agreement shall begin July 1, 2026.

## **21.00 TERM**

The term of the Agreement shall be a six-year period beginning July 1, 2026. At the sole option of the City, the Agreement may be extended for not more than two, successive two-year terms. The City may exercise the option to extend by providing written notice to the Contractor not less

than 90 days prior to the termination date of the current term. It shall be the duty of the Contractor to notify the City six months prior to the expiration of the Agreement period that such Agreement period is approaching its termination date.

## **22.00 NON-DISCRIMINATION**

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

## **23.00 INSURANCE**

The Contractor, at all times during the Agreement, shall maintain in full force and effect Employer's Liability, Workmen's Compensation, comprehensive general liability, and property damage insurance, including contractual liability coverage for the provisions of the Agreement. All insurance shall meet the requirements set forth in the Request for Proposals preceding the award of this Agreement and shall name the City as an additional insured entity. Within thirty (30) days following the approval of the Agreement by the City and prior to commencement of work under the Agreement, the Contractor shall provide to the City evidence that it has secured, at its own cost and expense, the insurance coverage required under the Agreement. Coverages and conditions of such insurance are as follows and shall be maintained as such throughout the term of this Agreement:

### **23.01 Required Coverages**

1. **Workers' Compensation:** In compliance with the workers' compensation laws of the State of Utah.
2. **General Liability:** A minimum of liability of \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Specifically, the following coverages shall be included:
  - a. Premises - Operations;
  - b. Product - Completed Operations Hazard;
  - c. Broad Form Contractual Insurance;
  - d. Independent Contractors';
  - e. Comprehensive Form;
  - f. Broad Form Property Damage; and
  - g. Personal Injury.
3. **Automobile Liability:** A minimum limit of liability per occurrence of \$5,000,000 combined single limit for bodily injury, personal injury, and property damage. The following coverages shall be included:
  - a. Owned automobiles;
  - b. Hired automobiles; and

c. Non-owned automobiles.

23.02 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions shall be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

23.03 Other Insurance Provisions

1. All policies shall include the City, its employees, officers, officials, agents, volunteers, and assigns as additional insureds, but only with respect to and to the extent of the liabilities and obligations assumed by Contractor under this Agreement. All certificates of insurance shall be issued by the insurer.
2. The Contractor's coverage shall be primary insurance as respects the City, its employees, officers, officials, agents, volunteers, and assigns. Any insurance or self-insurance maintained by the City, its employees, officers, officials, agents, volunteers, and assigns shall be in excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its employees, officers, officials, agents, volunteers, and assigns.
4. Coverage shall state that the 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.
5. Underwriters shall have no right of recovery or subrogation against the City, it being the intent of the Parties that the insurance policy so affected shall protect both Parties and be primary coverage for any and all losses covered by the described insurance.
6. The insurance companies issuing the policy or policies shall have no recourse against the City for payment of any premiums due or for any assessments under any form of any policy.

23.04 Acceptability of Insurers

Insurance is to be placed with insurers with an AM Best rating of no less than an A - carrier with a rating of VII or higher.

23.05 Verification of Coverage

The Contractor shall furnish the City with certificates of insurance and original endorsements affecting coverage required by this Agreement. 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. The City expressly reserves the right to require complete, certified copies of all required insurance policies at any time. Consequently, the contractor shall be prepared to provide such copies prior to the execution of this Agreement.

### 23.06 Continuity of Coverage

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

Attn: Public Works Director  
West Valley City  
3600 S. Constitution Boulevard, Room #260  
West Valley City, Utah 84119

If any of the required policies are or at any time become unsatisfactory to the City as to form or substance, or if a company issuing any such policy is or at any time becomes unsatisfactory to the City, the Contractor shall promptly obtain a new policy, submit the same to the City for approval, and thereafter submit verification of coverage as required by the City. Upon failure to furnish, deliver, and maintain such insurance as provided herein, the City may declare the Contractor to be in default and pursue any and all remedies the City may have at law or in equity, including immediately suspending, discontinuing, or terminating this Agreement.

## **24.00 BOND**

### 24.01 Performance Bond

Within thirty (30) days following the approval of the Agreement by the City and prior to commencement of work under the Agreement, the Contractor shall provide to the City a performance bond in a form acceptable to the City. At the option of the Contractor, it may provide the City with a corporate surety bond, letter of credit, or a cash bond, conditioned upon the faithful performance of this Agreement. The performance bond shall be in the amount of \$1,000,000. Interest that accrues on cash bonds shall be paid to the contractor at the end of each City fiscal year, provided that the contractor is not in default on this Agreement. The performance bond shall be in force for the full term of the Agreement, except in the case of a letter of credit bond. Letters of credit with a three (3) year term may be submitted, provided that a replacement letter of credit is submitted to the City no later than 30 days prior to the expiration of the previous letter of credit.

### 24.02 Continuity of Bonds

This Agreement shall not become effective until such bonds have been delivered to the City and approved by the City Attorney. The Agreement shall be subject to termination by the City at any time if either of said bonds are canceled or the surety thereon relieved from liability for any reason. The term of such performance and payment bonds shall be stated therein. Any notice of cancellation of such bonds shall be served upon the City by delivering a written notice of cancellation to the office of the City Recorder thirty (30) days prior to the effective date of said cancellation. The Bond(s) shall be maintained throughout the full term of this Agreement and shall be signed by a guaranty or surety company licensed in the State of Utah and listed in the latest issue of *U.S. Treasury Circular 570*. Upon failure of the Contractor to furnish or maintain

such bond(s) as provided herein, the City may declare the Contractor in default and pursue any and all remedies the City may have at law or in equity, including immediately suspending, discontinuing, or terminating the Agreement. The Agreement shall not be terminated because of this provision, if within ten (10) days after service of notice of cancellation as provided above, the Contractor files with the City a similar bond approved by the City Attorney to be effective for the balance of the Agreement period commencing on the date of such termination.

#### 24.03 Premium

Premium for the bonds described above shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

#### 24.04 Power of Attorney

Attorneys-in-fact that sign performance bonds or Agreement bonds shall file with each bond a certified and effectively dated copy of their power of attorney.

### **25.00 BASIS AND METHOD OF PAYMENT**

#### 25.01 Collection Rates

Compensation shall be based upon the unit prices shown in the Rate Sheet attached hereto as Exhibit A-1. The Contractor shall submit a claim to the City within ten (10) days after the end of the monthly period for services performed the previous month. The City shall pay the Contractor within thirty (30) days after the date the claim is submitted. Payment shall be based on the number of residential units billed by the City for sanitation services, at the end of each month. Each month, the City will provide a list of the City Facilities sanitation base services.

#### 25.02 Modification to Rates

To account for inflationary or deflationary changes in the cost of providing garbage collection services, the Parties agree that the compensation under this agreement shall be adjusted annually in accordance with the U.S. Bureau of Labor Statistics (BLS) Water, Sewer and Trash Collection Services Consumer Price Index (CPI-U), Series ID CUUR0000SEHG, available at the following link:

<https://data.bls.gov/timeseries/CUUR0000SEHG>

The compensation rates payable to the Contractor for residential solid waste collection, recycling, bulky waste, and the dumpster programs set forth on the Rate Sheet in Exhibit A-1 are subject to modification as follows (Solid Waste Disposal or Recyclable Material Processing are not included in the modification to rates described in this section):

On each anniversary of the Effective Date, the applicable unit prices listed in the Rate Sheet shall be adjusted based on the change in the BLS Water, Sewer, and Trash CPI-U index referenced above for the most recent 12-month period ending in **April** preceding the anniversary of the Effective Date.

The following formula will be used to calculate the adjusted unit prices:

$$\text{Adjusted Price} = \text{Base Price} \times \left( \frac{\text{Current Index}}{\text{Base Index}} \right)$$

- **Base Price** is the contract unit price in effect at the start of the adjustment period
- **Current Index** is the latest published index for the month of **April** preceding the anniversary of the Effective Date
- **Base index** is the CPI-U value (referenced above) published for the month of **April** of the prior year

Any adjustment calculated under this section shall become effective on the anniversary date of the Effective Date and shall remain in effect until the next adjustment period.

## **26.00 OWNERSHIP OF WASTE**

Title to and responsibility for residential solid waste, bulky waste, and any other refuse or waste of any kind collected and disposed of under the terms of the Agreement shall pass to the Contractor when collected or contacted by Contractor's collection vehicle.

**RATE SHEET – EXHIBIT A-1**

The following items are subject to the Modification to Rates described in Section 25.02.

<b>WEEKLY AUTOMATED RESIDENTIAL SOLID WASTE COLLECTION</b>		
<b>Description</b>	<b>Bid Unit</b>	<b>Bid Unit Price</b>
Price per residential unit per first container	Cost per month per first container	\$ 5.42
Price per container for each additional container	Cost per month per additional container	\$ 3.84

<b>BI-WEEKLY AUTOMATED RESIDENTIAL RECYCLABLE COLLECTION</b>		
<b>Description</b>	<b>Bid Unit</b>	<b>Bid Unit Price</b>
Price per residential unit with one container	Cost per month per container	\$ 3.36
Price per container for each additional container	Cost per month per additional container	\$ 3.36

<b>MONTHLY BULKY WASTE COLLECTION</b>		
<b>Description</b>	<b>Bid Unit</b>	<b>Bid Unit Price</b>
Price per residential unit	Per Residential Unit	\$ 1.27

<b><u>NEIGHBORHOOD DUMPSTER PROGRAM</u></b>		
<b>Description</b>	<b>Bid Unit</b>	<b>Bid Unit Price</b>
Price per dumpster (including delivery and pickup)	Dumpsters	\$ 187.00

<b>COMMUNITY SERVICE PROJECT DUMPSTER PROGRAM</b>		
<b>Description</b>	<b>Bid Unit</b>	<b>Bid Unit Price</b>
Price per dumpster (including delivery and pickup)	Dumpsters	\$ 313.00

<b>GLASS RECYCLING DROP-OFF LOCATIONS</b>		
<b>Description</b>	<b>Bid Unit</b>	<b>Bid Unit Price</b>
Price per Dumpster (including delivery, pickup)	Dumpsters	\$ 187.00
Price per Ton to Recycle Glass	Tons	\$ 0.00

<b>CHRISTMAS TREE DISPOSAL</b>		
<b>Description</b>	<b>Bid Unit</b>	<b>Bid Unit Price</b>
Price per Dumpster (including delivery and pickup)	Dumpsters	\$ 187.00
Christmas Tree Disposal	Tons	\$ 33.00

<b>COLLECTION AT CITY FACILITIES</b>		
<b>Description</b>	<b>Bid Unit</b>	<b>Bid Unit Price</b>
2 Yard Trash	Per Container	\$ 81.00
3 Yard Trash	Per Container	\$ 91.00
4 Yard Trash	Per Container	\$ 99.00
6 Yard Trash	Per Container	\$ 118.00
8 Yard Trash	Per Container	\$ 151.00
30 Yard Trash	Per Container	\$ 187.00
96 Gal Trash	Per Container	\$ 3.84
6 Yard Recycle	Per Container	\$ 136.00
40 Yard Recycle	Per Container	\$ 187.00
96 Gal Recycle	Per Container	\$ 3.36

<b>COLLECTION FROM CITY PARKS</b>		
<b>Description</b>	<b>Bid Unit</b>	<b>Bid Unit Price</b>
Parks - 96-Gallon Containers	Per Container Pickup	\$ 3.84

Items below are NOT subject to the Modification to Rates described in 25.02.

<b>SOLID WASTE DISPOSAL PRICING</b>				
	<b>Contract Year</b>	<b>Solid Waste Disposal Price Effective Date</b>		<b>Solid Waste Disposal Price per Ton</b>
		<b>From</b>	<b>To</b>	
Original Term	1	July 1, 2026	June 30, 2027	\$ 33.00
	2	July 1, 2027	June 30, 2028	\$ 33.50
	3	July 1, 2028	June 30, 2029	\$ 34.00
	4	July 1, 2029	June 30, 2030	\$ 34.50
	5	July 1, 2030	June 30, 2031	\$ 35.00
	6	July 1, 2031	June 30, 2032	\$ 35.50
Extension 1	7	July 1, 2032	June 30, 2033	\$ 36.00
	8	July 1, 2033	June 30, 2034	\$ 36.50
Extension 2	9	July 1, 2034	June 30, 2035	\$ 37.00
	10	July 1, 2035	June 30, 2036	\$ 37.50

<b>RECYCLABLE MATERIAL PROCESSING</b>
<ul style="list-style-type: none"> <li>• Contractor pays 100% of recycle processing costs up to \$25.00 per ton</li> <li>• WVC pays 100% of recycling processing costs above \$25.00 per ton up to \$65.00 per ton</li> <li>• Contractor and WVC equally share recycle processing costs above \$65.00 per ton</li> </ul>

**REQUEST FOR PROPOSAL DOCUMENTS – EXHIBIT B**

# REQUEST FOR PROPOSALS



**West Valley City Public Works Department**

**Request for Proposals**

**for**

**Residential Solid Waste Collection/Disposal  
&  
Curbside Recycling**

**PW SAN 2026-002**

Summer 2025

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## I. Summary of the Request for Proposals

West Valley City (“The City”) requests proposals for residential solid waste collection, disposal and curbside recycling.

The intent of this Request for Proposal is to generally set forth the minimum acceptable requirements for the proposals to be submitted herein. It is the intent of West Valley City to choose a proposal from the team most capable of meeting the objectives of the city at a competitive price. West Valley City may choose all, part, or none of the proposals.

The selected Proposer will be asked to enter a six (6) year contract with two (2) two-year extensions to provide solid waste collection services for the City.

## II. Project Information

### A. Proposed Schedule:

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Date	Time	Milestone
Thursday, July 24, 2025		Issue RFP
Wednesday, July 23, 2025	12:00 PM	Proposal Question Deadline
Thursday, September 11, 2025	10:00 AM	Proposal Due Date
Late September 2025		Anticipated End of City Evaluation Period
Late September - Mid October 2025		Contract Negotiation and Preparation
Tuesday, October 28, 2025		Present RFP Recommendations to City Council
Tuesday, November 18, 2025		City Council Award of Contract
Wednesday, November 19, 2025		Anticipated Notice of Award
Wednesday, July 1, 2026		Begin Contract

### B. Scope of Work

---

The work under this contract shall consist of the items contained in the Proposal, including all incidentals necessary to fully complete said work in accordance with the Contract Documents. Proposals are requested for:

Major items of work:

- Weekly automated collection of residential solid waste
- Disposal of residential municipal solid waste, at any licensed and permitted landfill.
- Bi-weekly automated collection of residential recyclable materials
- Processing of recyclable materials

Supplemental services:

- Monthly collection of bulky waste
- Roll-off dumpsters for the Neighborhood Dumpster Program
- Additional dumpsters for use in community service projects
- Glass recycling drop-off locations
- Christmas tree disposal
- City facility dumpsters and garbage cans at City parks

Individual proposals for individual services will not be considered. The City intends to award one contract for all services selected. The City reserves the right to reject any or all proposals for supplemental services and/or landfill disposal, at the City's discretion.

These services are more specifically described below, and in the sample contract specifications, included in the sample agreement included with the RFP documents.

#### **1. Weekly Automated Collection of Residential Solid Waste**

Proposals for automated collection of residential solid waste shall include the following:

1. A proposed monthly charge for the weekly collection per residential unit for one (1) container.
2. An additional monthly charge for the weekly collection per container for units with more than one (1) container.

The City owns, furnishes and maintains the automated-collection containers for regular automated collection. All containers are 96-gallon containers.

Contractor will provide, at no additional cost, special service for handicapped persons or senior citizens not able to move the 96-gallon approved garbage container to the street. Such special service will be as directed by the City. Requests on busy roads will be evaluated on a case-by-case basis and will likely not be requested of the contractor.

See the [Supplemental Information for Proposers](#) section in this RFP for historical information on weekly collection of residential solid waste.

Proposers may propose a cost-escalation method for solid waste disposal to address future inflating costs.

## **2. Disposal of Residential Municipal Solid Waste**

Proposals for disposal at any licensed and permitted landfill are requested. Disposal proposals shall be to dispose of waste at a per-ton price.

Disposal site proposals shall include a description of both landfill and transfer station facilities, including location, ownership, permits in place, regulatory agency, years of operation, and projected life of the facility.

Proposers may propose a cost-escalation method for solid waste disposal to address future inflating costs.

## **3. Automated Collection of Residential Recyclable Materials**

Proposals for automated collection of recycling materials shall include the following:

1. A proposed monthly charge for bi-weekly collection of recyclable materials per residential unit for one (1) container.
2. An additional proposed monthly charge for bi-weekly collection of recyclable materials with more than one (1) container.

The City owns, furnishes and maintains the automated-collection containers for regular automated collection. All containers are 96-gallon containers.

Alternative proposals may also be submitted.

Proposers may propose a cost-escalation method for the collection of residential recyclable materials to address future inflating costs.

See the [Supplemental Information for Proposers](#) section in this RFP for historical information on bi-weekly collection of recyclable materials.

## **4. Processing Recyclable Materials**

Proposals must include the cost to process recyclable materials collected from residential customers or certain city facilities.

Proposals should include a description of the recycled material processing facilities proposed for use including processes, location, ownership, permits in place, regulatory agency and years of operation.

West Valley City has limited data on non-recyclable residue from its recycling program. Audits have shown an average non-recyclable residue from West Valley City of approximately 30%. This information is supplied for reference only.

Proposers should be capable of complying with reporting requirements in HB 394 (2022) regarding recycling transparency.

Proposals could include a method to address variability in recycled material value. Proposers may propose a cost-escalation method for the processing of recyclable materials to address future inflating costs.

See the [Supplemental Information for Proposers](#) section in this RFP for historical information on recyclable materials.

### **5. Monthly Collection of Bulky Waste**

Proposals must include a monthly charge per residential unit for monthly curbside collection of bulky waste.

Materials to be collected: appliances, furniture, carpeting, boxes or bags of rubbish; tree limbs and bundles of branches less than 18" in diameter and five feet in length. Materials not collected: grass clippings, garbage, other rubbish and yard waste which is not bagged, boxed or bundled, tires, hazardous waste, construction and demolition waste, as defined in the sample contract specifications.

The link below on the City's website describes to the residents the parameters of the bulky waste pickup program. (<https://www.wvc-ut.gov/187/Bulky-Waste-Service>)

See the *Supplemental Information for Proposers* section in this RFP for historic information on monthly bulky waste collection.

### **6. Neighborhood Dumpster Program**

Proposals for dumpsters to be used for the Neighborhood Dumpster Program shall include furnishing twelve (12) 30-cubic yard, roll-off dumpsters to be marked and used solely for the City's Neighborhood Dumpster Program. The Neighborhood Dumpster Program begins March 1 and ends November 30 of each year.

Half of the dumpsters are to be delivered on a Monday-Wednesday-Friday schedule. The other half of the dumpsters are to be delivered on a Tuesday-Thursday-Saturday schedule. These dumpsters shall be placed as directed by the City within City rights-of-way for neighborhood cleanup projects. The contractor shall furnish sufficient dumpsters, personnel, and equipment to ensure timely delivery and pickup of dumpsters for this program.

Disposal fees shall be paid to the Contractor by the City per the contract unit prices. The unit price given in the proposal shall be paid each time a dumpster is delivered and dumped.

See the [Supplemental Information for Proposers](#) section in this RFP for historical information on the Neighborhood Dumpster Program.

## **7. Community Service Project Dumpsters**

Proposals should include pricing for dumpsters to be used in City-supported community service projects. Provide dumpsters between April through October, normally 3-4 weekends per month, normally approximately ten (10) 30-yard roll-off dumpsters per weekend are anticipated.

See the [Supplemental Information for Proposers](#) section in this RFP for historical information on the Community Service Project Dumpster Program.

## **8. Glass Recycling Drop-Off Locations**

The proposer will be responsible for providing and operating three glass recycling drop-off bins at the following locations:

**West Valley City Family Fitness Center** - 5415 West 3100 South

**Public Works Building** - 2805 South 3600 West

**Maverik Center North Overflow Lot** - 3025 South Decker Lake Drive (2210 West)

See the [Supplemental Information for Proposers](#) section in this RFP for historic information on the glass recycling program.

Payment will be made on a per dumpster basis for each pick-up. Separate payment will be made for disposal or processing.

## **9. Christmas Tree Disposal**

Proposal should include pricing to provide at least two dumpsters for Christmas tree collection and disposal from two sites for up to three weeks after Christmas.

**Westview Park** – 6036 West 4100 South

**City Park** – 4552 West 3500 South

Payment will be made on a per dumpster basis for each pick-up. Separate payment will be made for disposal.

## **10. City Facility Dumpsters**

Proposers are to service contractor-provided dumpsters and service City-provided cans at all City facilities as listed in the [Supplemental Information for Proposers](#). The Contractor shall be paid a fee as proposed by the Contractor for providing this service. Landfill disposal fees from

dumpsters at City facilities will be paid to the contractor at the price proposed for disposal of residential solid waste.

### **11. Garbage Cans At City Parks**

Payment will be made for the automated collection of 96-gal. containers at city parks and other facilities listed in the [Supplemental Information for Proposers](#) section of this RFP at the unit price proposed by the Contractor.

Landfill fees for park container waste will be paid to the contractor at the price proposed for disposal of residential solid waste.

### **12. Monthly Reporting To West Valley City**

The City requires monthly reporting as described below:

- Electronic Record of Dumpsters Picked Up
  - Electronic document may be a comma delimited or an Excel spreadsheet.
  - Required fields: “Service Date”, “Dumpster Category”, “Dumpster Charge Type Description”, “Quantity”, “Unit Price”, “Total”, “Site Address”, “Notes”. (Actual column names may be changed to match your software, but all declared column values are required).
- Excel Spreadsheet of Tonnages
  - Garbage Tonnage collected by month
  - Bulky Waste Tonnage collected by month
  - Glass Tonnage collected by month from dumpsters
  - Recycling Tonnage collected by month
  - Explanation and details of Recycling charges by type.
  - Recycling Sort results by month
- Call complaints Received
  - May be comma delimited or an Excel Spreadsheet
  - Must contain: “Call Date”, “Name of Caller”, “Phone Number”, “Site Address”, “Problem Category”, “Description of problem”. “Value Reporting if solved or not”. (Actual column names may be changed to match your software, but declared column values are required).
- Reporting required for compliance with Utah Code Ann. § 19-6-509, as amended.
- Recycling Load Sort Report
  - Monthly provide the sort results of at least one West Valley City recycling load breaking down proportions of the following materials:
    - OCC (Cardboard)
    - Mixed Paper
    - PET (Plastic #1)
    - ABC (Aluminum Cans)

- HDPE Natural (Plastic #2)
- HDPE Color (Plastic #2)
- Tin
- Mixed Plastics 3-7
- Trash/Contamination

### III. Instructions to Proposers

#### A. Submission of Proposals

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West Valley City invites and will receive proposals for residential solid waste collection and curbside recycling. Proposals shall be received on <https://utah.bonfirehub.com/>. Any proposal not received prior to the due date and time, or as revised by addendum, shall be disqualified.

Proposals must be submitted no later than the date and time specified in the RFP schedule table in this document or as amended on <https://utah.bonfirehub.com/>.

Proposals will reflect the best and most current information and offer.

All proposals are to be uploaded to [www.bonfire.com](http://www.bonfire.com) in pdf format. Pricing is to be uploaded on the Excel spreadsheet provided with the RFP documents. Pricing should also be included in pdf format with the other proposal documents.

**All proposals must be signed by an authorized representative of the proposer. The signature on the proposal signifies the proposer's intent to comply with the terms, specifications, and conditions set forth in this request, unless specific exceptions are explicitly noted in the proposal.**

**West Valley City reserves the right to reject any or all proposals, to waive any formality or technicality in the City's sole discretion, or to accept any proposal deemed to be in the best interests of the City.**

#### B. Pre-Proposal Meeting

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A pre-proposal meeting will not be held.

#### C. Preparation of the Proposal

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All Proposals shall be prepared and signed by the Proposer.

The legal status of the Proposer, whether a corporation, partnership, or individual, shall also be stated in the Proposal. A corporation shall execute the Proposal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership shall give full names and addresses of all partners. Partnership and individual Proposers shall be required to state in the Proposal the names of all persons interested therein. A limited liability company shall execute the proposal by its member or authorized manager. If the proposer is a joint venture consisting of a combination of any or all of the above entities, each joint venturer shall execute the Proposal. Anyone signing a Proposal as an agent of another or others shall submit with his Proposal, legal evidence of his authority to do so.

## **D. Addenda and Explanations**

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Explanations desired by a prospective Proposer shall be done within the solicitation on <https://utah.bonfirehub.com/>, and if explanations are necessary, they will be given within the solicitation with visibility to all proposers. Any verbal statements regarding this Request for Proposals, by any person, shall be unauthoritative and not binding.

Addenda issued to Proposers prior to date of receipt of Proposals shall become a part of the Contract Documents, and all Proposals shall include the work described in the Addenda.

## **E. Information to be Submitted with Proposal**

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Supporting data shall be submitted with the Proposal in the form of additional PDF files uploaded to <https://utah.bonfirehub.com/> to assist in determining whether the Proposer is qualified, responsible, and adequately prepared to fulfill the Contract. The experience and qualifications of a parent corporation or subsidiaries may satisfy any or all of the requirements of this section. Failure to submit any required data may be cause for rejection. Proposers may submit such other data as they deem appropriate, however, voluminous or overly elaborate proposals are discouraged.

### **1. Evidence of Insurance**

Each Proposal shall be accompanied by a certificate of insurance evidencing the coverage set forth in the Specifications.

### **2. Licensing**

The Proposal shall include evidence that the Proposer is licensed to do business in the State of Utah or a sworn statement that the Proposer can become so licensed if selected.

### **3. Business Enterprise**

The Proposal shall include evidence that the Proposer has been in existence as a going concern in excess of five (5) years and possesses not less than five (5) years of actual operating experience in solid waste collection in operations of comparable size to that contemplated by this Request for Proposals. The five (5) year provision may be waived by the City Council on a finding by it that the Proposer is capable of fully performing the terms and conditions of this contract.

### **4. Equipment List**

The Proposer shall submit an itemized list of the Proposer's equipment to be used in fulfilling the contract, including standby units. This list shall include a brief description of the equipment, fuel type used, and age of each unit and proposed replacement schedule.

## **5. Operations Plan**

The Proposal shall include a detailed plan of operation describing the methodology for the establishment of routes and alternative procedures to be followed in case of severe weather or equipment failures for all services the Proposer may potentially provide.

## **6. Customer Service**

To demonstrate the Proposer's ability to respond to service complaints in a timely manner, the Proposal shall include a description of the Proposer's customer service capabilities and procedures. The proposal shall include a description of the customer service center, the number of customer service operators and telephone lines available, the center location, quality control plans, and the ability to communicate complaint logs electronically with the City.

## **7. Maintenance Facilities**

The Proposal shall give the location and a description of the Proposer's facilities which will be utilized to perform the contract work, including transfer stations, and maintenance facilities.

## **8. Safety**

The safety record, loss history and safety programs of the Proposer are of prime importance to the City and will be evaluated as part of the award process. The extent to which these criteria will influence the award of bid shall be in the sole discretion of the City. Consequently, each proposal shall include the following:

### **a) Safety Program and Protocols**

The proposal shall include a summary outline of the safety program and protocols that govern the operations of the Proposer. In addition, manuals, policies or other material that describe the safety philosophy and activities of the Proposer will be included.

### **b) OSHA Logs**

The proposal shall include copies of the Proposer's OSHA Logs for the past three (3) years showing workers compensation losses.

### **c) Liability Loss History**

The proposal shall include a summary loss history of liability claims filed against the Proposer for the last three (3) years. The summary shall include a description of all claims, amounts claimed and amounts of settlements paid and/or judgments rendered against the Proposer.

## **9. Key Personnel**

The Proposal shall include the names and a brief description of the experience and qualifications of key personnel in the Proposer's organization who will play a role in the performance of the contract work, including tenure in current positions. Key personnel may include the general manager, operations manager, field supervisor, customer service supervisor, etc.

**10. References**

The Proposal shall include names and phone numbers of references from other local governmental agencies for whom the proposer has provided services in the last 5 years.

**IV. Alternative Proposals**

Alternative proposals, including proposals which may deviate from specific sections of this Request for Proposals or the proposed Contract Documents may be submitted by Proposers provided such proposals fully disclose alternatives and costs.

Proposers may propose a cost-escalation method to address future inflating costs.

**V. Evaluation of Proposals**

The City may consider non-responsive any Proposal not prepared and submitted in accordance with the provisions herein and may waive any informalities or reject any Proposals for lack of formalities.

Acceptance of a Proposal shall not be construed as an acceptance of the Proposer as a qualified, responsible Proposer. The City reserves the right to determine the competence and responsibility of a Proposer from its knowledge of the Proposer’s qualifications or from other sources after conducting a review thereof.

Proposers being considered for award may be requested to make an oral presentation to a selection board or to submit additional data.

Only proposals submitted by responsible and responsive proposers as defined by the West Valley City Code will be considered. Proposals will be evaluated according to the following criteria. Proposals will be scored in each area, with the score given the weight indicated below.

Proposers should demonstrate their abilities in the following areas:

<b>Evaluation Criteria</b>	
Cost	50%
Capacity, Equipment, Facilities, and Experience	30%
Customer Service	10%
Safety	5%
Operations Plan	5%

**City Provider Preference**

West Valley City procurement provides for a preference to any Proposer physically located within City limits. Any Proposal, from a West Valley City based business, shall receive a 1% preference when the cost of the proposal is evaluated.

## **Other Provider Preference**

West Valley City procurement code provides for a preference to any Proposer with one, several, or all the following employment programs:

- Veteran Hiring and Recruitment
- Safety
- Drug Testing
- Job Training
- Health Insurance
- Non-Discrimination.

Any Proposal, from a proposer providing the listed employment programs, shall receive up to a 1% preference when the cost of the proposal is evaluated.

## **VI. Method of Award**

The City reserves the right to reject any or all Proposals and to waive defects or irregularities in any Proposal. The City reserves the right to reject any or all proposals for supplemental and/or disposal services, at the City's discretion.

The City intends that the Contract be awarded within 90 days following receipt of Proposals. A Notice of Award will be sent to the successful Proposer, who should immediately submit all required bonds, evidence of insurance and execute a contract with the City.

The Sample Contract and associated specifications available for download with RFP documents may not reflect all applicable contract terms and specifications. If Proposer shall fail to execute a contract with the City acceptable to the City in the City's sole discretion, the City reserves the right to reject the Proposal, rescind an award, or cancel this Request.

## **VII. Commencement of Work and Term of Agreement**

The successful proposer shall be prepared to commence services on July 1, 2026.

The initial term of the agreement shall be six (6) years, with two (2) successive two-year extensions possible, at the City's discretion.

## VIII. Insurance Required

**Workers' Compensation:** In compliance with the workers' compensation laws of the State of Utah.

**General Liability:** A minimum of liability of \$5,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Specifically, the following coverages shall be included:

- (1) Premises - Operations;
- (2) Product - Completed Operations Hazard;
- (3) Broad Form Contractual Insurance;
- (4) Independent Contractors';
- (5) Comprehensive Form;
- (6) Broad Form Property Damage; and
- (7) Personal Injury.

**Automobile Liability:** A minimum limit of liability per occurrence of \$5,000,000 combined single limit for bodily injury, personal injury, and property damage. The following coverages shall be included:

- (1) Owned automobiles;
- (2) Hired automobiles; and
- (3) Non-owned automobiles.

If the coverage described above is not in place at the time a proposal is submitted, the proposer should describe in detail what types and levels of coverage are in place currently, and clearly indicate the proposer's ability and willingness to obtain the above-listed coverage required by the City. The City reserves the right to require additional coverage from that presented, at the proposer's expense for the additional coverage.

The proposer shall maintain all employee-related insurance, in the statutory amounts, such as unemployment compensation, worker's compensation, and employer's liability, for its employees or volunteers involved in performing services pursuant to this contract. Proposer shall also maintain "all risk" property insurance at replacement cost applicable to proposer's property or its equipment.

The proposer's insurance carriers and policy provisions must be acceptable to West Valley City and remain in effect for the duration of the contract. The City shall be named as an additional insured on the Commercial General Liability insurance policy by endorsement. Proposer will cause any of its subcontractors, who provide materials or perform services relative to this contract, to also maintain the insurance coverage and provisions listed above.

The proposer shall submit certificates of insurance as evidence of the above-required coverage to the City prior to the commencement of any contract. Such certificates shall provide the City with thirty (30) calendar days' written notice prior to the cancellation or material change of the applicable coverage, as evidenced by return receipt or certified mail, sent to the City Hall address in paragraph II above.

## **IX. Other Important Information**

The City reserves the right in its sole discretion to reject all responses to this Request for Proposals. The City reserves the right to, in its sole discretion, waive any requirement set forth in this Request for Proposals, or cancel this Request for Proposals. The City reserves the right in its sole discretion to negotiate with proposers prior to final award.

Response to this Request for Proposals is at the proposer's sole risk and expense. The City anticipates selecting one of the proposers, but there is no guarantee that any responding proposal will be selected.

All responses to this Request for Proposals are subject to the Governmental Records Access Management Act ("GRAMA").

### **Non-Discrimination**

It is the City's policy to encourage equal opportunity in the award of contracts. The City endeavors to do business with responders that share the City's commitment to equal opportunity and will not do business with any company that discriminates on the basis of race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition, or place of birth. Responder shall comply with the Title VI general assurances promulgated by the federal government and available at <https://udot.utah.gov/connect/docs/usdot-order-1050-2a-standard-title-vi-assurances-with-instructions/>. The City appreciates in advance the efforts that responders will make and looks forward to participating with responders in the selection process.

**X. Supplemental Information for Proposers**

**1. Garbage Can and Dumpster Counts (2022-2024)**

	Billable Qty First Garbage Can	Billable Qty Extra Garbage Cans	Billable Qty First Recycle Can	Billable Qty Extra Recycle Cans	Neighborhood Dumpster Program Dumpster Count	Community Service Project Dumpster Count
<b>2022 Totals</b>	329,237	106,983	310,600	6,770	1,518	225
<b>2022 Monthly Average</b>	27,436	8,915	25,883	564	127	19
<b>2022 Can Totals by Type</b>	36,352		26,448			
<b>2023 Totals</b>	330,409	112,050	311,423	7,302	1,554	143
<b>2023 Monthly Average</b>	27,534	9,338	25,952	609	130	12
<b>2024 Can Totals by Type</b>	36,872		26,560			
<b>2024 Totals</b>	331,710	116,510	312,618	7,751	1,798	123
<b>2024 Monthly Average</b>	27,643	9,709	26,052	646	150	10
<b>2024 Can Totals by Type</b>	37,352		26,697			

**2. Tonnage Summary – 2022**

<b>Month-Year</b>	<b>Weekly Automated Pickup Tonnage</b>	<b>Bulky Waste Tonnage (Monthly Pickup)</b>	<b>Neighborhood Dumpster Program Monthly Tonnage</b>	<b>Community Service Project Monthly Tonnage</b>	<b>Bi-Weekly Automated Recycling Pickup Tonnage</b>	<b>Glass Recycling Dumpsters Tonnage</b>
Jan-2022	3,125 Tons	173 Tons	0 Tons	0 Tons	395 Tons	3 Tons
Feb-2022	2,734 Tons	166 Tons	0 Tons	0 Tons	318 Tons	3 Tons
Mar-2022	3,433 Tons	195 Tons	121 Tons	0 Tons	379 Tons	8 Tons
Apr-2022	3,715 Tons	305 Tons	342 Tons	51 Tons	332 Tons	4 Tons
May-2022	4,494 Tons	297 Tons	349 Tons	58 Tons	380 Tons	9 Tons
Jun-2022	4,297 Tons	281 Tons	388 Tons	52 Tons	426 Tons	3 Tons
Jul-2022	3,760 Tons	252 Tons	282 Tons	0 Tons	350 Tons	6 Tons
Aug-2022	4,337 Tons	226 Tons	287 Tons	83 Tons	418 Tons	9 Tons
Sep-2022	3,895 Tons	247 Tons	138 Tons	54 Tons	353 Tons	3 Tons
Oct-2022	3,622 Tons	246 Tons	125 Tons	56 Tons	355 Tons	5 Tons
Nov-2022	3,725 Tons	218 Tons	40 Tons	0 Tons	350 Tons	4 Tons
Dec-2022	3,125 Tons	150 Tons	0 Tons	0 Tons	379 Tons	4 Tons
<b>2022 Totals</b>	44,262 Tons	2,756 Tons	2,072 Tons	354 Tons	4,435 Tons	61 Tons
<b>2022 Landfill Totals</b>	<b>49,444 Tons</b>					
<b>2022 Monthly Average</b>	3,689 Tons	230 Tons	173 Tons	30 Tons	370 Tons	5 Tons

### 3. Tonnage Summary - 2023

Month-Year	Weekly Automated Pickup Tonnage	Bulky Waste Tonnage (Monthly Pickup)	Neighborhood Dumpster Program Monthly Tonnage	Community Service Project Monthly Tonnage	Bi-Weekly Automated Recycling Pickup Tonnage	Glass Recycling Dumpsters Tonnage
Jan-2023	3,310 Tons	109 Tons	0 Tons	0 Tons	447 Tons	5 Tons
Feb-2023	2,664 Tons	121 Tons	0 Tons	0 Tons	307 Tons	6 Tons
Mar-2023	3,342 Tons	129 Tons	79 Tons	0 Tons	405 Tons	3 Tons
Apr-2023	3,512 Tons	282 Tons	354 Tons	43 Tons	355 Tons	11 Tons
May-2023	4,863 Tons	326 Tons	549 Tons	61 Tons	326 Tons	5 Tons
Jun-2023	4,482 Tons	325 Tons	477 Tons	57 Tons	390 Tons	6 Tons
Jul-2023	3,843 Tons	274 Tons	303 Tons	0 Tons	360 Tons	9 Tons
Aug-2023	4,347 Tons	245 Tons	241 Tons	23 Tons	408 Tons	3 Tons
Sep-2023	4,007 Tons	274 Tons	259 Tons	21 Tons	355 Tons	5 Tons
Oct-2023	3,961 Tons	268 Tons	126 Tons	20 Tons	388 Tons	7 Tons
Nov-2023	3,937 Tons	295 Tons	268 Tons	0 Tons	380 Tons	7 Tons
Dec-2023	3,286 Tons	245 Tons	0 Tons	0 Tons	370 Tons	3 Tons
<b>2023 Totals</b>	45,554 Tons	2,893 Tons	2,656 Tons	225 Tons	4,491 Tons	70 Tons
<b>2023 Landfill Totals</b>	<b>51,328 Tons</b>					
<b>2023 Monthly Average</b>	3,796 Tons	241 Tons	221 Tons	19 Tons	374 Tons	6 Tons

**4. Tonnage Summary – 2024**

<b>Month-Year</b>	<b>Weekly Automated Pickup Tonnage</b>	<b>Bulky Waste Tonnage (Monthly Pickup)</b>	<b>Neighborhood Dumpster Program Monthly Tonnage</b>	<b>Community Service Project Monthly Tonnage</b>	<b>Bi-Weekly Automated Recycling Pickup Tonnage</b>	<b>Glass Recycling Dumpsters Tonnage</b>
Jan-2024	3,263 Tons	135 Tons	0 Tons	0 Tons	404 Tons	6 Tons
Feb-2024	3,029 Tons	167 Tons	0 Tons	0 Tons	361 Tons	7 Tons
Mar-2024	3,159 Tons	188 Tons	60 Tons	0 Tons	373 Tons	6 Tons
Apr-2024	4,269 Tons	264 Tons	384 Tons	18 Tons	377 Tons	8 Tons
May-2024	4,873 Tons	287 Tons	432 Tons	25 Tons	399 Tons	3 Tons
Jun-2024	3,906 Tons	329 Tons	387 Tons	46 Tons	333 Tons	6 Tons
Jul-2024	4,219 Tons	218 Tons	380 Tons	0 Tons	400 Tons	5 Tons
Aug-2024	4,050 Tons	261 Tons	356 Tons	75 Tons	376 Tons	7 Tons
Sep-2024	3,800 Tons	266 Tons	132 Tons	60 Tons	332 Tons	5 Tons
Oct-2024	3,952 Tons	257 Tons	230 Tons	52 Tons	376 Tons	4 Tons
Nov-2024	3,608 Tons	248 Tons	37 Tons	0 Tons	363 Tons	5 Tons
Dec-2024	3,539 Tons	231 Tons	0 Tons	0 Tons	407 Tons	10 Tons
<b>2024 Totals</b>	45,667 Tons	2,851 Tons	2,398 Tons	276 Tons	4,501 Tons	71 Tons
<b>2024 Landfill Totals</b>	<b>51,192 Tons</b>					
<b>2024 Monthly Average</b>	3,806 Tons	238 Tons	200 Tons	23 Tons	375 Tons	6 Tons

5. City Facility Summary (1 of 3)

Facility Name	Address	Qty	Size	Unit	Type	Current Route Day						Pickups/ Week	Total Container Pickups/ Week	Notes
						Mon	Tue	Wed	Thu	Fri	Sat			
City Hall	3600 S Constitution Blvd	12	96	Gal	Recycle	X						1	12	Recycling cans
City Hall	3600 S Constitution Blvd	1	6	Yard	Trash	X	X		X	X		4	4	Garbage dumpster
Public Works Facility	2805 S 3600 W	1	30	Yard	Trash				X			1	1	Garbage dumpster
Public Works Facility	2805 S 3600 W	1	40	Yard	Recycle			X				1	1	Can Recycling dumpster
Public Works Facility	2805 S 3600 W	3	6	Yard	Trash	X			X			2	6	Garbage dumpster
Public Works Facility	2805 S 3600 W	2	6	Yard	Recycle	X			X			2	4	Cardboard/paper recycling
Public Works Facility	2805 S 3600 W	25	96	Gal	Trash		X		X			2	50	garbage cans (qty varies)
Police Dept. Bldg	3577 Market Street	2	4	Yard	Trash	X			X			2	4	
Police Dept. Warehouse	5970 W 5330 S	1	4	Yard	Trash			X				1	1	
WVC Code Enf. Bldg	4522 W 3500 S	1	2	Yard	Trash					X		1	1	
WVC Code Enf. Bldg	4522 W 3500 S	1	6	Yard	Trash	X		X		X		3	3	
WVC Code Enf. Bldg	4522 W 3500 S	2	96	Gal	Trash				X			1	2	

6. City Facility Summary (2 of 3)

Facility Name	Address	Qty	Size	Unit	Type	Current Route Day						Pickups/ Week	Total Container Pickups/ Week	Notes
						Mon	Tue	Wed	Thu	Fri	Sat			
WVC Fitness Ctr.	5415 W 3100 S	1	96	Gal	Trash			X				1	1	
WVC Fitness Ctr.	5415 W 3100 S	6	96	Gal	Recycle			X				1	6	
WVC Fitness Ctr.	5415 W 3100 S	1	8	Yard	Trash	X	X	X	X	X	X	6	6	
Parks Maint. Bldg	2729 S 6750 W	1	30	Yard	Trash				X			1	1	
Utah Cultural Celebration Ctr.	1355 W 3100 S	14	96	Gal	Trash	X						1	14	
Utah Cultural Celebration Ctr.	1355 W 3100 S	1	4	Yard	Trash	X			X			2	2	
Utah Cultural Celebration Ctr.	1355 W 3100 S	1	8	Yard	Trash	X			X			2	2	
Harmon Home	3620 W 4100 S	1	6	Yard	Trash		X					1	1	
Granger Hunter Sewer Dump	2888 S 3600 W	1	96	Gal	Trash		X					1	1	

7. City Facility Summary (3 of 3)

Facility Name	Address	Qty	Size	Unit	Type	Current Route Day						Pickups/ Week	Total Container Pickups/ Week	Notes
						Mon	Tue	Wed	Thu	Fri	Sat			
Fire Station 71	4160 S 6400 W	1	3	Yard	Trash		X					1	1	
Fire Station 72	4314 W 4100 S	1	4	Yard	Trash				X			1	1	
Fire Station 73	2834 S 2700 W	1	30	Yard	Trash				X			1	1	
Fire Station 73	2834 S 2700 W	1	6	Yard	Trash				X			1	1	
Fire Station 74	5545 W 3100 S	1	6	Yard	Trash		X					1	1	
Fire Station 75	3660 S 1950 W	1	4	Yard	Trash		X					1	1	
Fire Station 76	5372 Upper Ridge Rd	1	6	Yard	Trash			X				1	1	
The Ridge Golf Course	5055 Westridge Blvd.	1	8	Yard	Trash	X		X		X		3	3	
The Ridge Maint. Bldg	5335 S Ridge Valley Dr	1	8	Yard	Trash	X		X		X		3	3	
Stonebridge Golf Course	4415 Links Dr	1	6	Yard	Trash	X			X		X	3	3	
Stonebridge Golf Course	4415 Links Dr	1	6	Yard	Trash	X		X	X	X	X	5	5	

**8. City Park Summary (1 of 4)**

Park Name	Address	Qty	Size	Unit	Type	Route Day						Pickups per Week	Total Container Pickups per Week
						Mon	Tue	Wed	Thu	Fri	Sat		
Back Nine Park	4014 W 2920 S	1	96	Gal	Trash		X					1	1
Bridle Farms Park	6702 Bridle Farms Rd	1	96	Gal	Trash					X		1	1
Centennial Park	5405 W 3100 S (varies with events)	175	96	Gal	Trash	X			X			2	350
Centennial Park Sports Complex	5415 W 3100 S	35	96	Gal	Trash	X			X			2	70
Country Meadows Park	4175 W 3980 S	4	96	Gal	Trash			X				1	4
Diamond Summit Trailhead	6482 S Mount Adams Dr	1	96	Gal	Trash		X					1	1
Falcon Crest Park	4055 S Young Dr	3	96	Gal	Trash					X		1	3
Fassio Farm Park	3720 S 5200 W	3	96	Gal	Trash				X			1	3
Fox Tail Park	6880 W Labrador Cir	1	96	Gal	Trash					X		1	1
Glenn Weaver Memorial	6380 Cape Ridge Ln	4	96	Gal	Trash				X			1	4
Grand Vistas Park	4534 S 6000 W	5	96	Gal	Trash				X			5	25
Grasmere Park	3876 S Grasmere Park	3	96	Gal	Trash	X						3	9

**9. City Park Summary (2 of 4)**

Park Name	Address	Qty	Size	Unit	Type	Route Day						Pickups per Week	Total Container Pickups per Week
						Mon	Tue	Wed	Thu	Fri	Sat		
Greater Southridge Trailhead	5706 S Woodview Dr	1	96	Gal	Trash				X			1	1
Hillsdale Park	3275 S 3200 W	12	96	Gal	Trash	X			X			2	24
Hunter Ridge Park	4369 S 5710 W	3	96	Gal	Trash				X			1	3
Hunter Village Park	6985 W Hunter Valley Dr	6	96	Gal	Trash					X		1	6
Hunter Village Trailhead Park	3410 S Hunter View Dr	2	96	Gal	Trash					X		1	2
Ironwood Park	4565 S Early Duke St	2	96	Gal	Trash				X			1	2
Kingspointe Park	1330 Rothchild Dr	6	96	Gal	Trash	X						1	6
Maple Meadows Park	2520 W 3380 S	5	96	Gal	Trash	X						1	5
Meadowlands Park	3350 S 5800 W	4	96	Gal	Trash					X		1	4

**10. City Park Summary (3 of 4)**

Park Name	Address	Qty	Size	Unit	Type	Route Day						Pickups per Week	Total Container Pickups per Week
						Mon	Tue	Wed	Thu	Fri	Sat		
Mountain View Trailhead (3575 So.)	5730 W 3575 S	1	96	Gal	Trash				X			1	1
Mountain View Trailhead (Cilma Dr.)	5770 W Cilma Dr	1	96	Gal	Trash				X			1	1
Mountain View Trailhead (5141 S)	5141 S 6400 W	6	96	Gal	Trash	X			X			2	12
Mountain View Trailhead (5400 S)	6383 W 5400 S	2	96	Gal	Trash				X			1	2
Parkway Park	3405 W Parkway Blvd	20	96	Gal	Trash	X						2	40
Peachwood Park	3510 W 3965 S	4	96	Gal	Trash		X					1	4
Pioneer Crossing Regional Park	1276 Cultural Center Dr	20	96	Gal	Trash	X						1	20
Rocky Ridge Park	5260 S Summer Ridge Dr	4	96	Gal	Trash				X			1	4
Scottsdale Park	3755 W 3100 S	4	96	Gal	Trash		X					1	4
Sugar Plum Park	7117 W Dalmation St	1	96	Gal	Trash					X		1	1
Sunset Hollow Park	6362 S Oquirrh Mesa Dr	3	96	Gal	Trash		X					1	3

**11. City Park Summary (4 of 4)**

Park Name	Address	Qty	Size	Unit	Type	Route Day						Pickups per Week	Total Container Pickups per Week
						Mon	Tue	Wed	Thu	Fri	Sat		
Terrace Ridge Park	6260 W Terrace Ridge Dr	5	96	Gal	Trash				X			1	5
Trailblazer Park	3164 S Trailblazer Cove	1	96	Gal	Trash					X		1	1
Veterans Memorial Park	3234 S Cultural Center Dr	2	96	Gal	Trash	X						1	2
West Valley City Park	4552 W 3500 S	55	96	Gal	Trash	X			X			2	110
West View Park	6036 W 4100 S	22	96	Gal	Trash	X			X			2	44
West View Park (east)	4059 S 6000 W	2	96	Gal	Trash	X						1	2
Wheatland Park	4266 S 3680 W	3	96	Gal	Trash			X				1	3
Woodledge Park	5210 W 4310 S	5	96	Gal	Trash				X			1	5
<b>Totals</b>		<b>438</b>											<b>789</b>

## **XI. Sample Agreement**

See sample agreement included on the procurement site.

## **XII. Pricing Proposal**

The pricing proposal tables below are for reference only. Proposers are to upload pricing proposal on the Excel spreadsheet available on the procurement site.

For Reference Only - Bidders to upload pricing using Excel spreadsheet available on the procurement site.

**WEST VALLEY CITY SOLID WASTE COLLECTION AND DISPOSAL CONTRACT PRICING PROPOSAL**

**Name of Proposer:**

**WEEKLY AUTOMATED RESIDENTIAL SOLID WASTE COLLECTION**

Description	Rounded Bid Quantities	Bid Unit	Bid Unit Price	Bid Unit Price Description	Monthly Cost	Annual Cost
Price per residential unit per first container	27,700	Cost per month per first container		Monthly Unit Price	\$ -	\$ -
Price per container for each additional container	9,750	Cost per month per additional container		Monthly Unit Price	\$ -	\$ -
<b>Solid Waste Collection Totals</b>					<b>\$</b>	<b>-</b>

**BI-WEEKLY AUTOMATED RESIDENTIAL RECYCLABLE COLLECTION**

Description	Rounded Bid Quantities	Bid Unit	Bid Unit Price	Bid Unit Price Description	Monthly Cost	Annual Cost
Price per residential unit with one container	26,100	Cost per month per container		Monthly Unit Price	\$ -	\$ -
Price per container for each additional container	650	Cost per month per container		Monthly Unit Price	\$ -	\$ -
<b>Recycle Collection Totals</b>					<b>\$</b>	<b>-</b>

**MONTHLY BULKY WASTE COLLECTION**

Description	Rounded Bid Quantities	Bid Unit	Bid Unit Price	Bid Unit Price Description	Monthly Cost	Annual Cost
Price per residential unit	28,000	Per Residential Unit		Monthly Unit Price	\$ -	\$ -
<b>Bulky Waste Collection Totals</b>					<b>\$</b>	<b>-</b>

For Reference Only - Bidders to upload pricing using Excel spreadsheet available on the procurement site.

<b>NEIGHBORHOOD DUMPSTER PROGRAM</b>						
<b>Description</b>	<b>Rounded Bid Quantities</b>	<b>Bid Unit</b>	<b>Bid Unit Price</b>	<b>Bid Unit Price Description</b>		<b>Annual Cost</b>
Price per dumpster (including delivery and pickup)	1,800	Dumpsters		Unit Price		\$ -
<b>COMMUNITY SERVICE PROJECT DUMPSTER PROGRAM</b>						
<b>Description</b>	<b>Rounded Bid Quantities</b>	<b>Bid Unit</b>	<b>Bid Unit Price</b>	<b>Bid Unit Price Description</b>		<b>Annual Cost</b>
Price per dumpster (including delivery and pickup)	200	Dumpsters		Unit Price		\$ -
<b>Dumpster Collection Totals</b>						<b>\$ -</b>

For Reference Only - Bidders to upload pricing using Excel spreadsheet available on the procurement site.

<b>GLASS RECYCLING DROP-OFF LOCATIONS</b>						
Description	Rounded Bid Quantities	Bid Unit	Bid Unit Price	Bid Unit Price Description		Annual Cost
Price per Dumpster (including delivery, pickup)	3	Dumpsters		Monthly Unit Price	\$ -	\$ -
Price per Ton to Recycle Glass	65	Tons		Monthly Unit Price	\$ -	\$ -
<b>Glass Recycling Totals</b>					<b>\$</b>	<b>-</b>

<b>CHRISTMAS TREE DISPOSAL</b>						
Description	Rounded Bid Quantities	Bid Unit	Bid Unit Price	Bid Unit Price Description		Annual Cost
Price per Dumpster (including delivery and pickup)	12	Dumpsters		Unit Price		\$ -
Christmas Tree Disposal	10	Tons		Unit Price		\$ -
<b>Christmas Tree Totals</b>					<b>\$</b>	<b>-</b>

For Reference Only - Bidders to upload pricing using Excel spreadsheet available on the procurement site.

COLLECTION AT CITY FACILITIES							
Description	Number of Containers	Total Pickups per Week (Container total x pickups per week)	Bid Unit	Bid Unit Price	Bid Unit Price Description	Monthly Cost	Annual Cost
2 Yard Trash	1	1	Per Container		Monthly price per container	\$ -	\$ -
3 Yard Trash	1	1	Per Container		Monthly price per container	\$ -	\$ -
4 Yard Trash	6	9	Per Container		Monthly price per container	\$ -	\$ -
6 Yard Trash	11	25	Per Container		Monthly price per container	\$ -	\$ -
8 Yard Trash	4	14	Per Container		Monthly price per container	\$ -	\$ -
30 Yard Trash	3	3	Per Container		Monthly price per container	\$ -	\$ -
96 Gal Trash	43	68	Per Container		Monthly price per container	\$ -	\$ -
6 Yard Recycle	2	4	Per Container		Monthly price per container	\$ -	\$ -
40 Yard Recycle	1	1	Per Container		Monthly price per container	\$ -	\$ -
96 Gal Recycle	18	18	Per Container		Monthly price per container	\$ -	\$ -
<b>City Facility Collection Totals</b>						<b>\$</b>	<b>-</b>

COLLECTION FROM CITY PARKS							
Description	Rounded Bid Quantities	Bid Unit	Bid Unit Price	Bid Unit Price Description	Monthly Cost	Annual Cost	
Parks - 96-Gallon Containers	789	Per Container Pickup		Monthly price per container	\$ -	\$ -	
<b>City Park Collection Totals</b>						<b>\$</b>	<b>-</b>

For Reference Only - Bidders to upload pricing using Excel spreadsheet available on the procurement site.

<b>SOLID WASTE DISPOSAL</b>						
Description	Rounded Bid Quantities	Bid Unit	Bid Unit Price	Bid Unit Price Description		Annual Cost
Disposal Price per Ton	51,300	Tons		Unit Price		\$ -
					<b>Disposal Total</b>	<b>\$ -</b>

<b>RECYCLABLE MATERIAL PROCESSING</b>						
Description	Rounded Bid Quantities	Bid Unit	Bid Unit Price	Bid Unit Price Description		Annual Cost
Recyclable Material Processing Price per Ton	4,500	Tons		Unit Price		\$ -
					<b>Recyclable Material Processing Total</b>	<b>\$ -</b>

<b>Total Annual Bid Price</b>	<b>\$ -</b>
-------------------------------	-------------

**THE CONTRACTOR'S PROPOSAL – EXHIBIT C**

Exhibit C

# WEST VALLEY CITY

## Request for Proposal Residential Solid Waste Collection/Disposal & Curbside Recycling/Processing PW SAN 2026-002 | Summer 2025



Submitted by: ACE Recycling & Disposal  
2274 S. Technology Drive, West Valley City, Utah



*"Celebrating 45 Years of Safety, Service, Sustainability, Respect, Hard Work & Loyalty."  
Family Owned & Operated Since 1980!*

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**September 11, 2025**

Dan Johnson  
2805 South 3600 West  
West Valley City, Utah 84119

Mr. Johnson,

ACE Recycling & Disposal is pleased to present our proposal to continue providing solid waste and recycling services for West Valley City. ACE has served West Valley City for the last seven years under our newest contract and has become a pivotal partner with the City. Currently, ACE is the only provider that has the partnerships and service capabilities that West Valley City needs for its residents—delivering exceptional service and ensuring that, at the end of each day, every resident has their trash and recycling serviced efficiently and responsibly. ACE is a local, family-owned, and independent hauler that has provided waste collection services for 45 years. We have grown to become the largest independent waste and recycling hauler in the Intermountain West. ACE currently serves 19 municipalities along the Wasatch Front, as well as approximately 15,000 commercial customers. To serve our customers as efficiently as possible, we have five regional facilities located in West Valley, Murray, West Jordan, Pleasant Grove and Clearfield.

**As you evaluate these proposals, please consider the following advantages of selecting ACE:**

- By continuing with ACE, the City and its residents avoid the disruption of a provider change—routes, collection days, and customer service remain the same, ensuring seamless, reliable service built on a proven partnership.
- ACE's main headquarters are located in West Valley City, which enables us to provide unmatched response and service times. Since our customer service team is also based in West Valley City, our staff understands the needs and preferences of residents in this area.
- ACE is the only provider that can provide the bulk pickup service (as it is currently done) that West Valley City Residents have come to expect. Other providers will attempt to do it with different trucks and equipment that is less efficient and will cause other issues.
- ACE owns and operates three transfer stations and also operates the largest transfer station in Utah. This facility currently handles all of West Valley City's solid waste. With competitive pricing and fast turnarounds, it has enabled ACE to keep our hauling rates low, saving the residents of West Valley City money every month. With our extensive network of transfer stations and our partnership with Intermountain Regional Landfill, ACE is expertly positioned to continue handling all of West Valley City's waste.
- ACE's partnership with Rocky Mountain Recycling ensures that our processing of recyclables will be fair and transparent, as it has been for the past seven years of our existing contract. This has resulted in significant savings to the City.

**Modern Regional Facilities.** To serve our growing customer base, in addition to our company headquarters in West Valley City, ACE operates five regional service facilities and several satellite facilities. We will service West Valley City from our main headquarters, located at 2274 S. Technology Dr. in West Valley City.

**Customer service is a crucial part of any contract.** Our customer service department is located on-site at our headquarters in West Valley City. All calls are answered by a live person, 24/7. Our customer service representatives are highly trained and empowered to resolve many issues over the phone. We provide monthly reports to each City that list the number of calls, the reason for the call, and the resolution of any issues.

**ACE is a leader in helping to improve our environment.** We were the first waste company in Utah to utilize CNG trucks and currently operate 162 CNG-powered trucks. Our company headquarters in West Valley utilizes a geothermal pump to heat and cool the building, and the grounds are xeriscaped to minimize water consumption. ***We also began operating the first fully electric class 8 refuse collection truck in West Valley City. We plan to purchase additional electric refuse trucks in the future and run them in West Valley City. At ACE, we don't just talk about improving the environment, we do something about it!***

**Most important of all, ACE is a great place to work.** We are proud to be a local, family-owned company that employs 440 local drivers, mechanics, clerical, and administrative personnel; many of our employees live in West Valley and they utilize the latest technology and equipment to deliver first-class service to our customers. ACE is proud to be named a "Best Place to Work" by the Salt Lake Tribune for eight of the last nine years.

**ACE is owned and operated by the Stalsberg family. The company has an excellent credit rating, and financial statements are available upon request. Our Dunn and Bradstreet number is 097768089. Please feel free to check our rating score.**

**ACE already has in place and will be prepared to provide the \$1,000,000 performance bond required for this contract.**

**ACE continues to grow its business each year, and it has not experienced any negative developments in the past 45 years. We are firmly entrenched as the largest and most successful family-owned, independent waste and recycling hauler in the Intermountain West.**



**The following individuals will be the primary contacts for this proposal:**

**Zachary Buhler**, Sales Manager, (801) 953-2265, [zach@acedisposal.com](mailto:zach@acedisposal.com)

**Dawn Beagley**, Government Sales Director, (801) 652-8946, [dawnb@acedisposal.com](mailto:dawnb@acedisposal.com)

As the sales manager of ACE, I am authorized to bind ACE contractually. This offer is valid for 180 days after the September 11<sup>th</sup>, 2025, submittal deadline.

Sincerely,



Zachary Buhler, Sales Manager  
ACE Recycling & Disposal





***ACE is a leader in helping to improve our environment.***  
*Scan the QR Code and watch the video of our new fully electric class 8 refuse collection truck in West Valley City.*  
*At ACE Recycling & Disposal, we don't just talk about improving the environment, we do something about it!*





# I. EVIDENCE OF INSURANCE

Please see below for the required insurance coverage. Recently ACE has added coverage in excess of the required limits to insure more coverage for ACE and the City.

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 9/9/2025														
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																		
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																		
<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 419 Flint Street Reno NV 89501		<b>CONTACT</b> NAME: Vicki Vanderberg PHONE (A/C No. Ext): 17754190773 FAX (A/C No): 805-545-8224 E-MAIL ADDRESS: Vicki_Vanderberg@AJG.com																
<b>INSURED</b> Ace Disposal, Inc. 2274 South Technology Road West Valley City, UT 84119		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Interstate Insurance Company</td> <td>32620</td> </tr> <tr> <td>INSURER B : Gemini Insurance Company</td> <td>10833</td> </tr> <tr> <td>INSURER C : Harleysville Insurance Company of NY</td> <td>10674</td> </tr> <tr> <td>INSURER D : Navigators Specialty Insurance Company</td> <td>36056</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Interstate Insurance Company	32620	INSURER B : Gemini Insurance Company	10833	INSURER C : Harleysville Insurance Company of NY	10674	INSURER D : Navigators Specialty Insurance Company	36056	INSURER E :		INSURER F :	
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<b>COVERAGES</b> <b>CERTIFICATE NUMBER: 1523845420</b> <b>REVISION NUMBER:</b>																		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.																		
INSR LTR	TYPE OF INSURANCE	ADDL INSR SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		LJG 8310007 01	7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 1,000,000											
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000											
						MED EXP (Any one person)	\$ 5,000											
						PERSONAL & ADV INJURY	\$ 1,000,000											
						GENERAL AGGREGATE	\$ 2,000,000											
						PRODUCTS - COM/PO/AGG	\$ 2,000,000											
							\$											
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY		WAR 8310007 10	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000											
						BODILY INJURY (Per person)	\$											
						BODILY INJURY (Per accident)	\$											
						PROPERTY DAMAGE (Per accident)	\$											
							\$											
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		GVE100356101 (AL.GL.EL)	7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 2,000,000											
						AGGREGATE	\$ 2,000,000											
							\$											
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N      N / A					PER STATUTE	O T H - E R											
						E.L. EACH ACCIDENT	\$											
						E.L. DISEASE - EA EMPLOYEE	\$											
						E.L. DISEASE - POLICY LIMIT	\$											
C	Excess Liability (1st Layer)		CRA0000203 (AL)	7/1/2025	7/1/2026	Occ / Agg	3,000,000											
D	Excess Liability (2nd Layer)		GA25EXCZ0LCL11C (AL.GL.EL)	7/1/2025	7/1/2026	Occ / Agg	5,000,000											
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Evidence of Coverage Only.																		
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>														
Evidence of Coverage Only United States				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.														
				AUTHORIZED REPRESENTATIVE 														
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ACORD 25 (2016/03)		The ACORD name and logo are registered marks of ACORD																

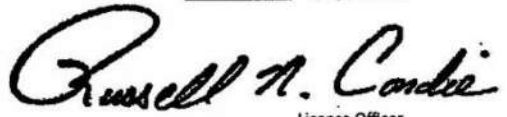
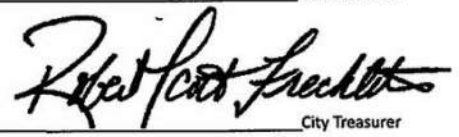
# I. EVIDENCE OF INSURANCE CONTINUED

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		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 9/9/2025		
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<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 6967 South River Gate Dr. #200 Salt Lake City UT 84047		<b>CONTACT</b> NAME: Nicole Schluter PHONE (A/C, No, Ext): 801-924-1400      FAX (A/C, No): E-MAIL: Nicole_Schluter@ajg.com ADDRESS: Nicole_Schluter@ajg.com				
<b>INSURED</b> Ace Disposal Inc. dba Ace Disposal & Recycling dba Aarco Compactor & Bailer PO Box 2608 Salt Lake City UT 84110		<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A : New Hampshire Insurance Company      23841 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :				
<b>COVERAGES</b> <b>CERTIFICATE NUMBER: 612396504</b> <b>REVISION NUMBER:</b>						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y    N/A	WC 31566130	3/1/2025	3/1/2026	X PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES</b> (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Subject to policy verification, terms, & conditions.						
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>		
Evidence of Coverage Only United States				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
				AUTHORIZED REPRESENTATIVE 		
ACORD 25 (2016/03)				© 1988-2015 ACORD CORPORATION. All rights reserved.		
				The ACORD name and logo are registered marks of ACORD		

## II. LICENSING DOCUMENTATION

See below for the required business license as stated in the RFP.

<b>BUSINESS LICENSE CERTIFICATE</b>		<b>WEST VALLEY CITY</b>	
<b>License Number:</b>	151263	3600 Constitution Blvd., West Valley City, UT 84119 Finance Dept. - Business Services Division (801) 963-3290	
<b>Effective Date:</b>	07/01/2025	<b>Business Address:</b>	
<b>Expiration Date:</b>	06/30/2026	2274 S TECHNOLOGY DR WEST VALLEY CITY, UT 84119	
<b>Business Name:</b>	ACE DISPOSAL INC	<b>Fee(s) Paid:</b> \$2,610.00	
<b>Business Type:</b>	Industrial, Light		
<b>Emps:</b> 250	<b>Veh:</b> 0	By: _____ License Officer	
<b>Business Owner</b>			
ACE DISPOSAL INC PO BOX 2608 SALT LAKE CITY, UT 84110-2608		By: _____ City Treasurer	
TO BE POSTED IN A CONSPICUOUS PLACE		NOT TRANSFERABLE	

### III. BUSINESS ENTERPRISE

---

#### Company Values, Experience & Overview

---

ACE has been in business since 1980 and has provided residential service since 1988, with some of the largest contracted jobs in the state, such as, West Valley City (7 years on our latest contract), West Jordan City, South Jordan City, Eagle Mountain City, etc., with a total of 19 cities currently under contract.

---

ACE Recycling & Disposal, Inc. is a family-owned enterprise founded in 1980 in Salt Lake City, Utah. Our company headquarters are located at 2274 South Technology Dr., West Valley City, Utah. ACE began with a single truck and has grown to become the largest independent waste hauler in the Intermountain West. Although our business has grown significantly, we have not compromised on our quality of service and continue to prioritize customer satisfaction.

At ACE, we recognize that excellent customer service starts with satisfied employees. We put in a lot of effort to ensure that our employees are heard, treated with respect, and are in a safe and enjoyable work environment. Although we have moved beyond our humble beginnings, every employee remains on a first-name basis with ACE’s owners. We are the proud recipient of Salt Lake Tribune’s 2024 Top Workplaces, for the eighth time in the large company category. We believe these awards speak volumes about the companies that win them, as well as the way they treat their employees and customers.

We have been providing trash, recycling, and green waste services to public and private customers along the Wasatch Front for 45 years. ACE currently employs over 440 full-time employees. Our employees service approximately 15,000 commercial and industrial accounts daily, as well as 19 municipalities, 7 school districts, the Utah State Prison, and the University of Utah.

#### ACE Recycling & Disposal Companies Officers:

Lon Stalsberg, Chairman of the Board

Matt Stalsberg, Owner & President

*\*Other documentation can be provided upon request for proof of business in excess of 5 years.*



**ACE Recycling & Disposal, Committed to Safety, Service, Sustainability, Respect, Hard Work & Loyalty.**

---

## IV. EQUIPMENT LIST & MAINTENANCE PROCEDURES

---

ACE Recycling & Disposal reaffirms its commitment to providing West Valley City with safe, reliable, and environmentally responsible equipment. Our fleet is one of the largest and most modern in Utah, with over 67% of trucks powered by compressed natural gas (CNG) and the state's first fully electric Class 8 refuse collection truck already operating right here in West Valley City. This investment in clean technology reflects our long-standing commitment—dating back to 1980—to protecting air quality and reducing emissions in the communities we serve.

ACE maintains an average fleet age of five years or less. Trucks are cycled out of frontline service on a planned replacement schedule and converted into standby vehicles, ensuring that we always have reliable equipment available to support our operations. This policy allows us to maximize efficiency while minimizing downtime and service disruptions.

ACE's fleet is serviced and maintained at our headquarters and maintenance facility located at 2274 S. Technology Drive, West Valley City—just 1.1 miles from West Valley City Public Works. This local proximity allows for rapid response to service needs. Our facility includes:

- Full-service maintenance bays staffed by certified mechanics.
- A preventive maintenance program with scheduled inspections every 3,000 miles or 250 service hours.
- On-call technicians and service trucks for field repairs.
- A dedicated pressure-washing and cleanup team with trailers and a modified sweeper to quickly respond to spills or breakdowns.

**This combination of in-house mechanics, local facilities, and standby units provides maximum reliability and minimizes the City's risk of service delays.**

Every ACE vehicle is subject to:

- DOT-mandated inspections and preventive maintenance logs.
- Compliance with CNG and electric vehicle safety standards.
- Daily pre- and post-trip driver inspections, logged electronically.
- Regular fleet audits for safety, environmental, and operational performance.

**By combining modern clean-fuel technology, strict preventive maintenance, and robust spare capacity, ACE ensures that West Valley City receives safe, dependable, and sustainable service every day.**

# IV. EQUIPMENT LIST & MAINTENANCE PROCEDURES CONTINUED

ACE currently operates four classes of trucks in West Valley City:

- Assisted Side Loaders – servicing all residential carts.
- Roll-Off Trucks – handling the Neighborhood Dumpster Program, City facilities, glass, and community projects.
- Rear Load Trucks – supporting bulky waste collection.
- Front Load Trucks – servicing City facilities and larger containers.

## Mainline Trucks:

Truck No.	Year	Make	Model	Fuel Type
433	2019	Peterbilt	Labrie	CNG
4017	2021	Peterbilt	Labrie	CNG
4018	2021	Peterbilt	Labrie	CNG
4020	2021	Peterbilt	Labrie	CNG
4035	2022	Peterbilt	Labrie	CNG
4049	2024	Peterbilt	Labrie	CNG
4066	2024	Mack	NewWay	Electric
4070	2025	Peterbilt	NewWay	CNG
626	2024	Freightliner	McNeilus	CNG
393	2022	Freightliner	Galbreath	CNG
3009	2024	Volvo	Galbreath	CNG

## IV. EQUIPMENT LIST CONTINUED

### Standby and Relief Capacity:

In addition to the primary service fleet, ACE maintains dedicated standby trucks and a pool of 14 trained relief drivers. This ensures that any unplanned equipment failure or absence can be covered immediately, without interruption to resident services.

### Standby Trucks:

Truck No.	Year	Make	Model	Fuel Type
402	2016	Peterbilt	Labrie	CNG
403	2016	Peterbilt	Labrie	CNG
420	2019	Peterbilt	Labrie	CNG
421	2019	Peterbilt	Labrie	CNG
422	2019	Peterbilt	Labrie	CNG
4011	2020	Peterbilt	Labrie	CNG
4013	2020	Peterbilt	Labrie	CNG
373	2016	Freightliner	Galbreath	Diesel



## IV. MAINTENANCE PROCEDURES BREAKDOWN

---

Currently, ACE Disposal is on an eight-year equipment turnaround cycle. This means we replace equipment every eight years. As our trucks age, the likelihood of breakdowns increases. As breakdowns are common in our industry, ensuring that we clean up our oils and debris that may be left from a repair job done on the side of the road is essential to ACE. We currently have two pressure washing trailers available for cleanup, as well as a street sweeper modified to fit our needs for cleaning oils and floor dry. By having a street sweeper and pressure washing trailer available, we can quickly remedy certain situations, and we don't have to rely on an outside vendor, which saves us time and gets our community streets back to working order hours sooner.

## V. OPERATIONS PLAN

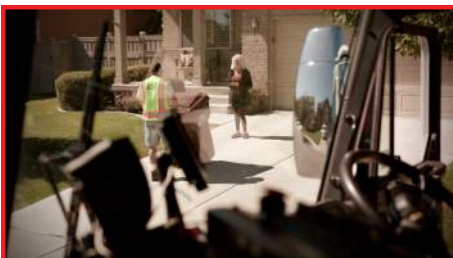
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### Rollout:

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**Since ACE Recycling & Disposal is currently providing the service to West Valley City, there will be no transition and no headaches for the residents and the city. This is a huge advantage to the city and is something to consider during the evaluation process.**

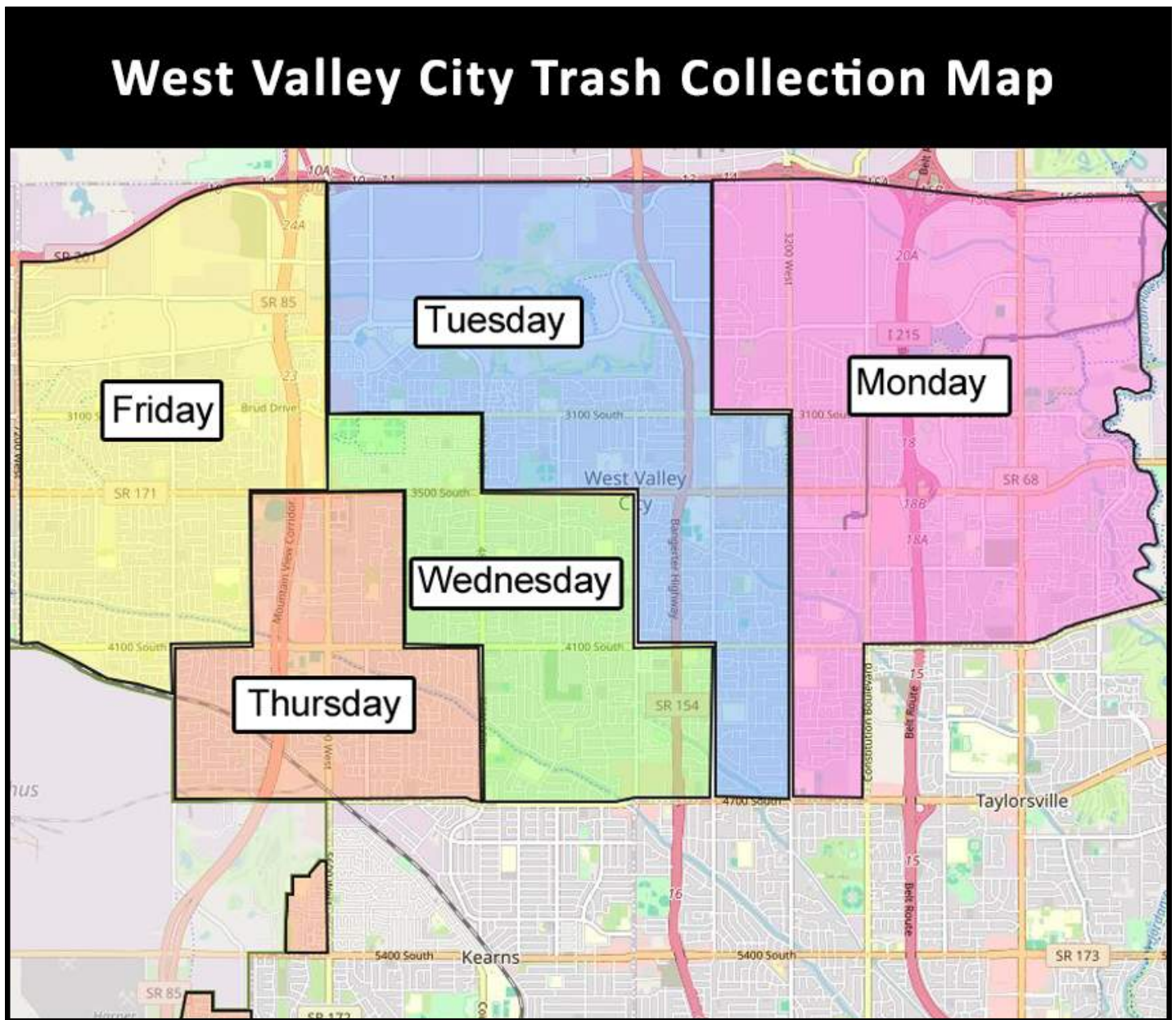
If ACE is awarded the opportunity to continue servicing West Valley City, we would utilize 19 trucks to service the city, this is for all services including standby vehicles. All containers would be placed on the curb by 7:00 a.m. on their day of service. The entire city of West Valley would have their trash containers serviced on a weekly basis. The recycling containers will be serviced on a bi-weekly basis with those containers being placed on the curb by 7:00 a.m. on their scheduled day of service. ACE offers bulk waste pickup, a neighborhood dumpster program, as well as several other supplemental services (described below) to ensure all needs are met.



# V. OPERATIONS PLAN CONTINUED

## Trash Collection:

If ACE Recycling & Disposal is awarded the opportunity to continue servicing the city of West Valley, we plan to start our trash collection service daily at 7:00 a.m. with six trucks. ACE intends to have all six trucks packed out by around 10:00 a.m. and leave to dump at the ACE Intermountain Recycling Center, located at 1240 Wallace Rd, Salt Lake City, UT 84104, or at another mutually agreed-upon disposal location. All six trucks will return to start dumping their second loads around 10:45 a.m. ACE plans to have all trucks pack out and leave the city for the second time around 1:30 p.m. to be emptied. All six trucks will return for their third and final load of the day around 2:15 p.m. Then, they'll finish trash collection services for West Valley City around 5:15 p.m., after checking in with dispatch and confirming that all scheduled services have been completed. ACE will then leave the city for the day.



## V. OPERATIONS PLAN CONTINUED

### Trash Disposal:

ACE Recycling & Disposal partners with the ACE Intermountain Recycling Center (AIRC), Utah's largest locally owned and operated transfer station. Unlike national chains, our leadership and staff reside and work in Utah, thereby keeping jobs, investments, and tax dollars within the community.

AIRC moves approximately 68,000 tons of material each month through three fully permitted transfer stations located in Salt Lake City, Pleasant Grove, and Heber City. The Utah Department of Environmental Quality licenses each facility and has a proven track record of compliant operations. Our skilled drivers operate more than 41 specialized 53-foot trailers, each capable of carrying up to 30 tons per load. Current contracts with Salt Lake County and Metro Group demonstrate AIRC's ability to manage municipal solid waste (MSW) and commercial waste efficiently and at scale.

The diagram below illustrates how ACE, AIRC, and IRL manage the waste stream for West Valley City residents and businesses—from curbside pickup to final disposal.



## V. OPERATIONS PLAN CONTINUED

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### Trash Disposal:

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For West Valley City, this system provides a practical and cost-effective disposal solution. Local transfer stations reduce the distance collection vehicles must travel, cutting fuel use, reducing vehicle wear, and lowering operating costs. This approach also alleviates traffic congestion and reduces emissions. With three transfer facilities, AIRC can flexibly allocate resources to handle seasonal peaks, volume surges, or emergency conditions—an exclusive advantage in the state of Utah.

From AIRC, solid waste is transported to Intermountain Regional Landfill (IRL) in Fairfield, Utah—one of the state’s largest and most advanced disposal sites. The Utah Department of Environmental Quality fully permits IRL and operates under strict regulatory oversight. It is one of the few EPA CERCLA-certified landfills in Utah, utilizing a triple-liner protection system to safeguard groundwater and the surrounding environment. IRL accepts over 2,500 tons daily, with 174 acres of permitted capacity and an estimated 37+ years of remaining life, ensuring West Valley City’s long-term security of disposal. IRL is also preparing for renewable energy development, further demonstrating our commitment to sustainability.

ACE guarantees uninterrupted service. Should IRL ever be unavailable, we maintain agreements with alternate licensed landfills to ensure continuity. Our per-ton disposal rate at AIRC is detailed in the Cost Proposal section, providing both transparency and cost predictability for West Valley City. **All permits and files are included as attached files at the end of this document.**

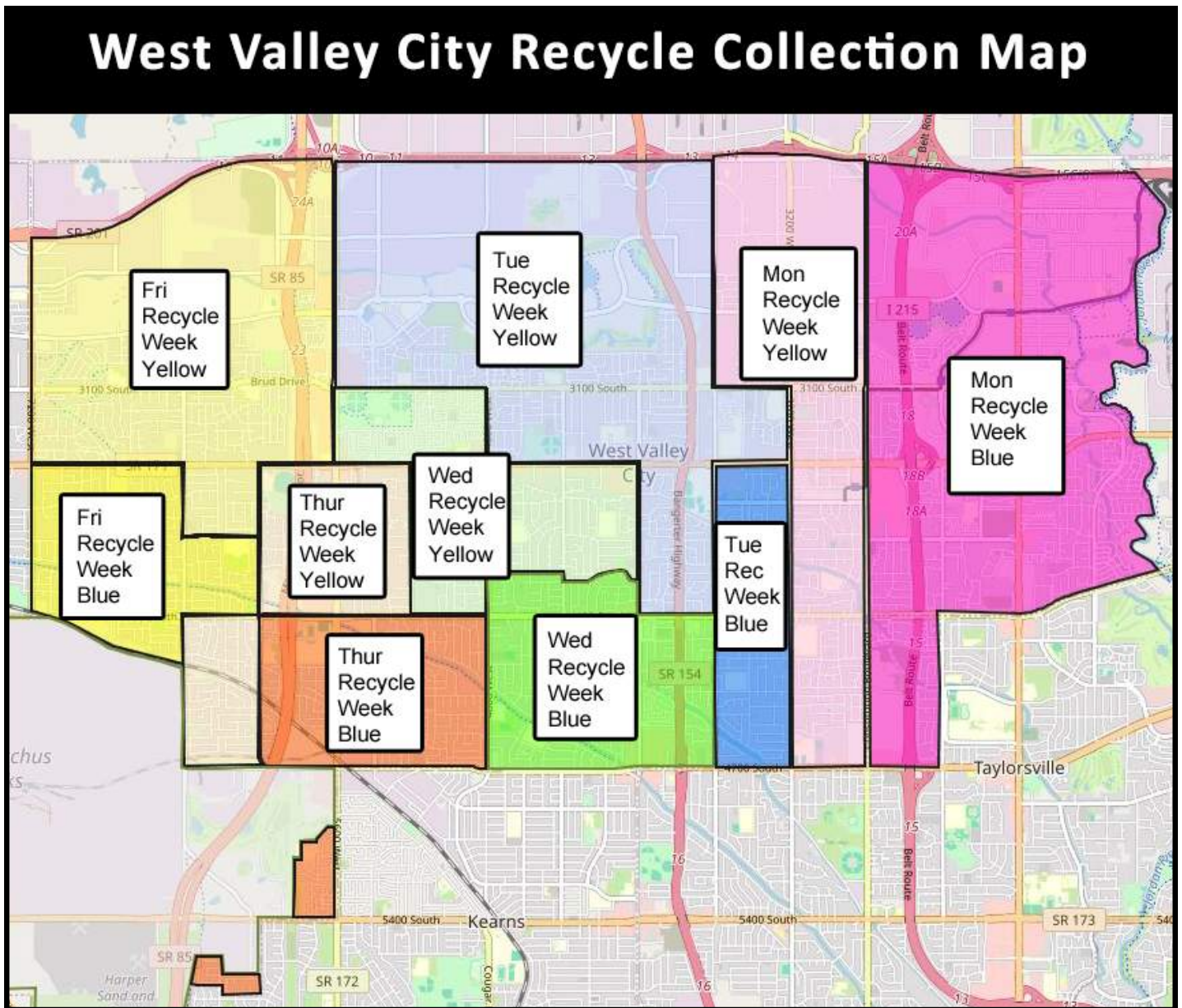
**Together, ACE Recycling & Disposal, AIRC, and IRL deliver a dependable, efficient, and future-ready waste management solution for West Valley City—balancing cost-effectiveness, sustainability, and long-term security.**



# V. OPERATIONS PLAN CONTINUED

## Recycle Collection:

Scheduled recycling collection will occur every two weeks, unless otherwise directed by the City. Services will start daily at 7:00 a.m., with two trucks dedicated to recycling. Both trucks will depart the city around 11:30 a.m. to dump their first loads at Rocky Mountain Recycling, located at 3110 S 900 W, Salt Lake City, UT 84119, or another mutually agreed-upon processing site. ACE intends for both trucks to return to West Valley City by about 12:30 p.m. to begin their second and final loads. After checking in with dispatch and confirming that all scheduled services are complete, ACE will leave the city, no later than approximately 5:30 pm.



# V. OPERATIONS PLAN CONTINUED







## Recycle Collection:

ACE provides West Valley City residents with a simple, easy-to-use Recycling Calendar that pairs bi-weekly collection dates with clear guidance on what belongs in the recycling cart. The calendar highlights holiday delays, accepted items (paper, cardboard, bottles, and cans), and excluded materials (plastic bags, glass, Styrofoam™, food, and yard waste). By combining scheduling with contamination-prevention tips, the calendar helps residents recycle correctly, lowers contamination, and improves sustainability outcomes—ensuring West Valley City’s program remains cost-effective, efficient, and easy to follow.

## West Valley City 2025 Recycling Calendar

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Recycle collection occurs every other week on the same day as your trash service. Please make sure all recyclables fit in your recycling container, and place your carts on the curb the night before or by 7:00 AM on your service day.


<p style="text-align: center; font-weight: bold; font-size: large;">Yes</p> <p style="text-align: center; font-weight: bold;">Cardboard, paper, plastic bottles, and cans</p> <div style="text-align: center; margin: 10px 0;">  <p>Clean Paper &amp; Cardboard, YES!</p> </div> <div style="text-align: center; margin: 10px 0;">  <p>Empty Plastic Bottles &amp; Jugs, YES!</p> </div> <div style="text-align: center; margin: 10px 0;">  <p>Empty Aluminum &amp; Steel Cans, YES!</p> </div>	<p style="text-align: center; font-weight: bold; font-size: large;">No</p> <p style="text-align: center; font-weight: bold;">Plastic bags, food waste, glass, or Styrofoam™</p> <div style="text-align: center; margin: 10px 0;">  <p>Coated Paper Containers, NO!</p> </div> <div style="text-align: center; margin: 10px 0;">  <p>Other Plastics &amp; Styrofoam,™ NO!</p> </div> <div style="text-align: center; margin: 10px 0;">  <p>All Glass, Food &amp; Yard Waste, NO!</p> </div>
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**DO NOT Bag Items. Keep It Clean. All items must be free of food & liquid.**

Questions? Call customer service at (801) 363-9995  
or email us [recycle@acedisposal.com](mailto:recycle@acedisposal.com)

**HOLIDAYS OBSERVED** ■

When a collection day falls on one of the following holidays, New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day, the collection will be delayed by one day.



**HELP US KEEP UTAH CLEAN!**

Visit [www.acedisposal.com](http://www.acedisposal.com) or email us at [recycle@acedisposal.com](mailto:recycle@acedisposal.com)

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## V. OPERATIONS PLAN CONTINUED

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### Recycle Processing:

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#### Inside Rocky Mountain Recycling

**Where the Journey Begins:** It starts at the curb. Households across Utah fill their recycling containers with newspapers, soda cans, cardboard boxes, and plastic jugs—trusting that what they toss in the bin will be put to good use.

At the Rocky Mountain Recycling (RMR) facility, trucks arrive carrying a mix of recyclables. As they pull into the yard, they pass through an automated kiosk that records the origin of the load, its weight, and the time of arrival. This automated ticketing system keeps the entire operation traceable, efficient, and accountable.

The truck unloads its contents onto the tipping floor, and the transformation begins.

**Flowing into Motion:** The materials are loaded into a metering bin, which controls the flow rate and volume of the material entering the system. This ensures the downstream sort process runs smoothly without overwhelming any part of the operation. From there, the material travels to the presort platform, where trained staff remove large, unwanted items—such as bulky plastic, scrap metal, and anything that doesn't belong in the recycling stream. These contaminants are set aside, protecting the system from jams or damage.

**Let the Sorting Begin:** The clean material is then directed into a series of automated screens, starting with the OCC (Old Corrugated Containers) Screen, which separates large cardboard. Cardboard travels to a quality control station before being sent to storage for baling. The rest of the material drops onto a 2-inch Debris Roll Screen (DRS). Here, smaller debris—like glass shards and fines—is sifted out and sent to a glass cleanup system. Both screens use advanced disk technology designed to minimize wrapping and maximize movement.

**Fiber Finds Its Way:** Next, additional screens work to capture small paper fibers that were missed earlier. This material is lifted into a high-efficiency stream. The remaining recyclables—mostly containers—fall to a separate conveyor. At this stage, the fiber stream is scanned by a ColorPlus RGB optical sorter. It identifies material by color, pulling out brown paper and reclassifying it into the valuable cardboard stream. The remaining mixed fiber undergoes a final quality control check before being sent to its own bunker for baling.

# V. OPERATIONS PLAN CONTINUED

## Inside Rocky Mountain Recycling Continued

**Sorting by Shape:** The remaining stream, now full of containers, is ready for separation by shape and material. A polishing screen sorts items based on their form. Flat materials, such as film or paper, travel upward, while rigid 3D items, like bottles and cans, fall backward to another conveyor. The two streams are now fully divided: one for fiber, one for containers. The 2D materials undergo a final manual fiber sorting. The 3D materials continue through the system for further processing.

**Metal, Plastic, and Precision:** As the 3D stream continues, a magnet removes any ferrous metals, such as steel cans, and deposits them into their own storage bins. At a manual sort station, bulky contaminants and stray items, such as plastic bags, are removed by hand. Then, the plastic containers—HDPE, PET, and polypropylene—are separated.

- *HDPE (natural and colored) is removed manually and placed into bins.*
- *A near-infrared optical scanner captures PET plastic, then a human QC team checks it.*
- *Polypropylene is recovered at the final manual sort.*

The remaining material passes through an eddy current separator, which separates non-ferrous metals, such as aluminum. These are captured in a separate stream, and any residual contamination is removed manually. What's left is minimal—and is sent to residue.

**Ready for a New Life:** All recovered materials are now sorted by commodity, including cardboard, paper, aluminum, steel, PET, HDPE, and polypropylene. Each goes through a final inspection to meet market quality standards. Then they're baled, stacked, and prepared for shipment—not just across Utah, but across the globe. With access to rail and dock infrastructure, Rocky Mountain Recycling ensures that these once-discarded materials are transformed into new products. What started as everyday waste is now ready to be repurposed into something useful again.

**Final Thought:** This is what happens when we recycle right. With the right technology, trained personnel, and a commitment to clean sorting, Rocky Mountain Recycling keeps valuable materials out of landfills—and puts them back to work in the circular economy. **All permits and files are included as attached files at the end of this document.**

***The best way to fully appreciate the Rocky Mountain Recycling MRF is to see it in action.  
Please scan the QR Codes below to take a tour and see an actual city recycling sort.***



***Rocky Mountain  
Recycling Services Video  
Tour with Marvin Acey,  
General Manager***

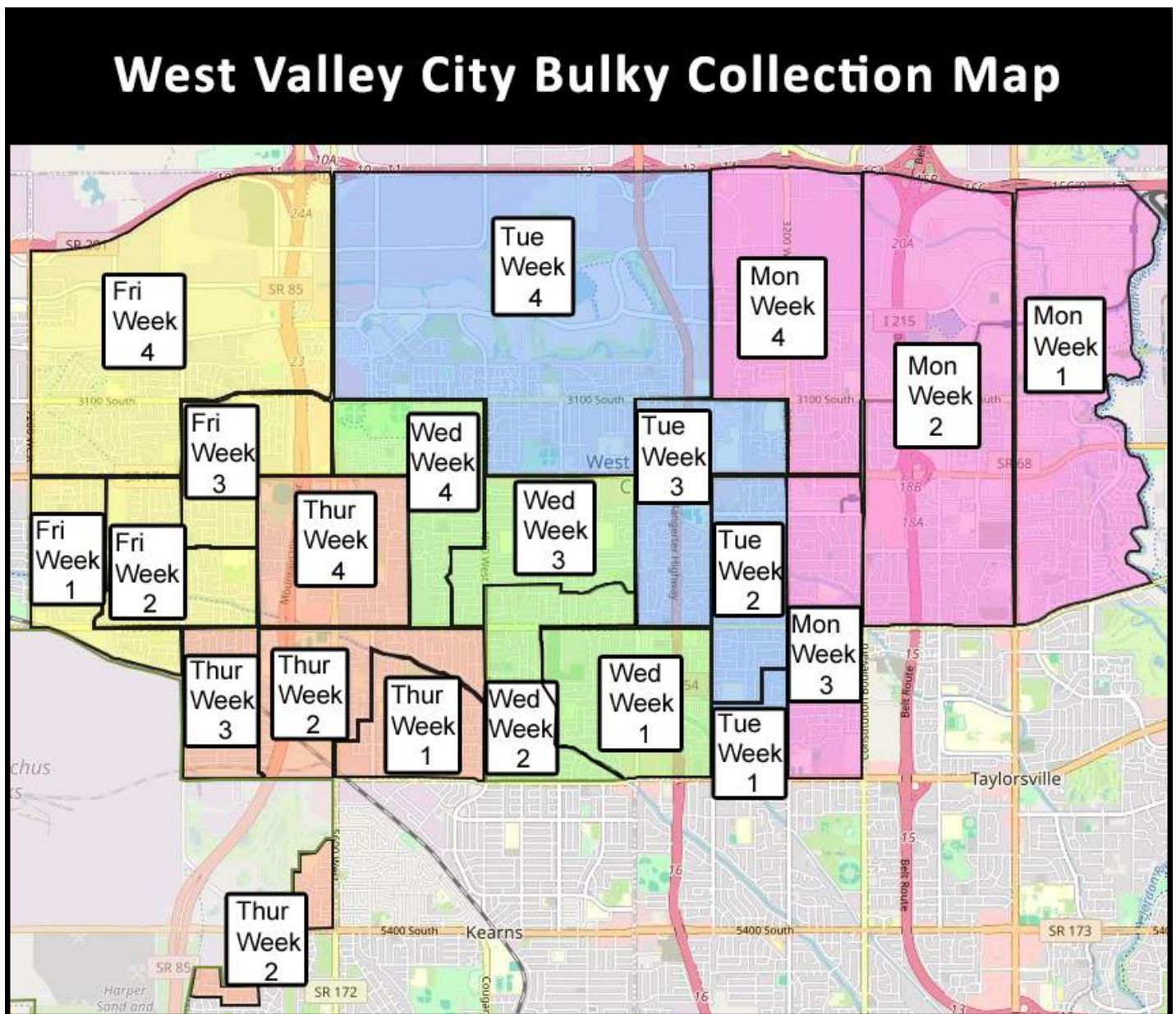


***Rocky Mountain Recycling  
Services West Valley City  
Sort Video Tour with  
Thomas Jongurt***

# V. OPERATIONS PLAN CONTINUED

## Bulky Waste Collection:

ACE will continue the scheduled bulk waste collection on a 4-week rotation, following our current pattern. Services will start daily at 7:00 a.m. ACE plans to use one truck, except for the first Monday and Thursday, when two trucks will be used. The truck will depart the city around 11:00 a.m., after packing out. It will be emptied and returned to the route by 11:45 a.m. Once again, the truck will be packed out and leave the city around 3:00 p.m. to get emptied. Typically, the route is finished by this time; however, if there are more than two loads of bulky waste, we will return and be out of the city by 5:30 p.m.



## V. OPERATIONS PLAN CONTINUED

### Bulky Waste Collection:

Bulky waste is a valuable option that many residents of West Valley City have taken advantage of as an excellent alternative to transporting oversized or difficult-to-move items to the landfill on their own. It is also a convenient service for spring cleaning, moving, or any event generating larger amounts of bulky waste that simply won't fit into a regular 96-gallon garbage container.

***\*Please note that ACE is the only hauler able to provide the bulky waste pickup service as it is currently offered. This should be taken into consideration when evaluating this proposal. The rear load equipment we use allows ACE to pickup efficiently and effectively and provides the residents with the best service. Large quantities of items can be thrown away quickly in these trucks.***



*(Example of ACE Recycling & Disposal Rear Load Truck)*



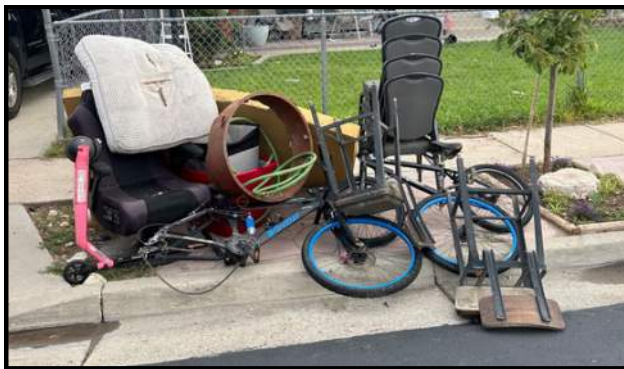
# V. OPERATIONS PLAN CONTINUED

## Bulky Waste Collection:

All bulky waste must be bagged, boxed, or bundled. Boxes must be 30 gallons or smaller. Bundles must be no longer than 5 feet long. Boxes must be kept dry. Bags, boxes, and bundles must weigh less than 75 pounds. As outlined on the West Valley City website, <https://www.wvc-ut.gov/187/Bulky-Waste-Service>

### Bulky Waste Do's:

Acceptable Bulky Waste Pickup by ACE the week of September 1<sup>st</sup>, 2025.



### Bulky Waste Don'ts:

Unacceptable Bulky Waste Not Picked Up by ACE.



**Prohibited Items Include:** Construction and demolition waste, Bricks, broken concrete, dirt, rocks, railroad ties, and items containing glass will not be picked up. They will be picked up if the glass has been removed. Business waste: Salvage business debris and cast offs, Quantities that exceed what a normal home would have and tires.

## V. OPERATIONS PLAN CONTINUED

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### Neighborhood Dumpster Program:

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ACE offers and will plan on continuing the scheduled services of the neighborhood dumpster program. This program consists of identifying and using 12, 30-yard Roll-Off cans specifically for West Valley City's neighborhood program, unless the amount requested changes. The program will begin March 1<sup>st</sup> and go through November 1<sup>st</sup>. We will have two drivers working on these dumpsters Monday through Saturday. Residents will have the dumpsters for 48 hours. Monday deliveries are removed on Wednesday and so on.

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### Community Service Project Dumpsters:

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ACE will continue providing (10) 30-yard dumpsters for weekend projects from April through October.

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### Mixed Glass Recycling:

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ACE does and will be able to continue providing covered Roll-Off containers to service West Valley City's mixed glass recycling needs.

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### Christmas Tree Disposal:

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ACE does and will be able to continue providing covered Roll-Off containers to service West Valley City's Christmas tree disposal needs.

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### City Facility Dumpsters:

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ACE will continue to provide all city facility dumpsters as requested in the RFP.

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## V. OPERATIONS PLAN CONTINUED

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### Garbage Cans At City Parks:

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ACE will continue to provide service for all garbage cans at city parks as requested in the RFP.

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### Document Destruction & Electronic Waste Recycling:

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ACE would perform both services on the same day. We currently offer this program to West Valley City once per year.

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### Special Events:

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ACE collaborates with all municipal partners to ensure city celebrations and special events are smoothly supported. We offer additional containers, weekend dump services, secured storage bins, and other customized solutions to make each event successful. Beyond logistical assistance, **ACE also invests in events that promote community values. On April 22, 2025 (Earth Day), ACE hosted the inaugural Safety & Sustainability Symposium at our West Valley City headquarters. The event gathered employees, city officials, community organizations, and industry experts to share best practices, conduct safety training, and showcase innovative sustainability approaches. This symposium highlights ACE's dual commitment to safety as a daily practice and to sustainability as a long-term responsibility.**

Every city has a unique operational plan because services, engineering, weather, terrain, and community needs all influence waste collection safety and efficiency. ACE Disposal aims to provide West Valley City with safe, affordable, and high-quality service despite any challenges. Our top priority with every service is safety. With over 45 years of experience operating in Wasatch Front conditions, ACE is confident in our drivers, their training, and our proven ability to manage both routine operations and special events.



## V. OPERATIONS PLAN CONTINUED

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### Alternative Procedures & Severe Weather:

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ACE utilizes cloud-based systems to provide both mapping and communication to our drivers and dispatchers. ACE understands, and has met on many occasions, with the need and ability to adapt to many situations. In cases of severe weather, ACE will deploy different protocols depending on the severity of the situation. The safety of our drivers and the residents of West Valley will ALWAYS come before anything else.

We will practice weather holds, keeping all our drivers stopped to see if conditions improve over time. If they do, we will begin scheduled service. If conditions do not improve, the Operations Manager will discuss the situation with leadership teams at ACE, taking the safety of the residents of West Valley, and our drivers into consideration and could call an “adverse weather” day. The scheduled services offered would be delayed by one day, and ACE would use Saturday to finish all scheduled services for the week. In all of these events, ACE would make it a priority to reach out to West Valley City and notify them of any action we take to ensure safety and dependability.

In the event of equipment failure, ACE would pull from its resources of over 65 residential drivers, and over 90 residential trucks to ensure stability in our services to West Valley. We also have a pool of 14 Relief drivers who are ready at a moment’s notice to cover any last-minute issues and offer help.



# V. OPERATIONS PLAN CONTINUED

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## Monthly Reporting to West Valley City

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ACE Recycling & Disposal is fully committed to transparency and accountability in reporting. In addition to all mandatory reporting requirements outlined in the RFP, ACE will continue to provide comprehensive monthly reports explicitly tailored for West Valley City.

**Our standard reports include:**

- Tonnage Data – Monthly totals of trash, recycling, bulky waste, and special programs, by route and service type.
- Recycling Contamination Reports – Load sort results and contamination percentages, in compliance with Utah Code Ann. § 19-6-509.
- Recycling Material Breakdown – Detailed list of commodities recovered (paper, cardboard, plastics, metals) and residue.
- Complaint & Resolution Logs – Electronic Excel/CSV files documenting all complaints, including resident name, address, nature of complaint, and resolution timeline.
- Service Activity Reports – Deliveries, removals, container swaps, and assisted-service accounts.
- Custom Reports – Any additional reporting requested by the City will be produced at no extra cost.

Reports are delivered electronically each month in both PDF and Excel formats, and summary dashboards are available for quick reference. Annual year-end summaries will also be provided to support City planning, performance reviews, and public communication.

By providing transparent, timely, and auditable reporting, ACE ensures that West Valley City staff always have the information they need to monitor performance, track progress, and make data-driven decisions.




# V. OPERATIONS PLAN CONTINUED

## Monthly Reporting to West Valley City

Below are sample reports, all full reports and files will be included at the end of this document.

Reporting required for compliance with Utah Code Ann. § 19-6-509, as amended



1 July 2025

West Valley City  
3600 S. Constitution Blvd.  
West Valley, Utah 84119

**RE: January 1, 2025, Through June 30, 2024, Recycle Report**

ACE Recycling & Disposal collected 2,277.58 tons of recycled material from West Valley City from January 1, 2025, through June 30, 2025. This material was hauled to the following recycle facility:

1) 2,277.58 tons hauled to Rocky Mountain Recycle Facility.

Of the 2,277.58 tons that were delivered, Rocky Mountain Recycle Facility says 29.87% of the material was trash.

ACE Recycling & Disposal delivered 100% of the recycle material collected from each West Valley resident to a recycle facility.

Sincerely,

Dawn Beagley  
Cell: 801-652-8946  
Email: [dawn@acedisposal.com](mailto:dawn@acedisposal.com)

P.O. Box 2608 Salt Lake City, Utah 84110 - 800-724-9995 | [www.acedisposal.com](http://www.acedisposal.com)

**Call complaints Received**

Scheduled	Created By	Site Name	Quantity	Service/Code	Requested Note	Status	Text	Completion	Exception	F Work	Type Name
7/3/2025	Chayenne	West Valley	1	Hand Load	Jennifer Co 3283 S 65th	Service Completed					RL Missed
7/3/2025	Chayenne	West Valley	1	Hand Load	Joanna Via 2814 W	Site Service Completed					RL Missed
7/1/2025	Heather Jol	West Valley	1	96 Gallon C	Va Reynolds 1970 W 32nd	Service Completed					SL Missed Pick Up
7/1/2025	Diane White	West Valley	1	96 Gallon C	Joan Roca 4251 S 27th	Service Completed					SL Missed Pick Up
7/1/2025	Lily Muir	West Valley	1	96 Gallon C	Leticia Herr 3583 S King	Service Cor *CEN Completed due t					SL Missed Pick Up
7/1/2025	Diane White	West Valley	1	96 Gallon C	Malissa Co 3052 W	Ro Service Completed					SL Cart Half
7/1/2025	Laura Ferg	West Valley	1	96 Gallon C	Michael Post 3263 S Moc	Service Cor *CEN Completed due t					SL Cart Late Out
7/1/2025	Jesselin Tru	West Valley	1	96 Gallon C	Steven Jam 2740 W Bra	Service Completed					SL Missed Pick Up
7/1/2025	Parker Luot	West Valley	1	96 Gallon C	gt 3870 W Del	Not Service CAN NOT OUT					SL Notice
7/8/2025	Parker Luot	West Valley	1	96 Gallon C	PL 3870 W Del	Service Completed					SL Notice
7/15/2025	Parker Luot	West Valley	1	96 Gallon C	PL 3870 W Del	Service Completed					SL Notice
7/23/2025	Parker Luot	West Valley	1	96 Gallon C	PL 3870 W Del	Service Completed					SL Notice
7/1/2025	Diane White	West Valley	1	96 Gallon C	Paige Cow 5933 Wolf	Service Completed					SL Cart Late Out
7/1/2025	Jesselin Tru	West Valley	1	96 Gallon C	Gary Math 3484 W 33rd	Service Cor *CEN Completed due t					SL Missed Pick Up
7/1/2025	Heather Jol	West Valley	1	96 Gallon C	Gary Math 3484 W 33rd	Service Completed					SL Missed Pick Up
7/1/2025	Laura Ferg	West Valley	1	96 Gallon C	Lee Evans 1 9175 S 47th	Service Completed					SL Cart Half
7/1/2025	Diane White	West Valley	1	96 Gallon C	Janett Wip 3408 W On	Service Completed					SL Missed Pick Up
7/1/2025	Laura Ferg	West Valley	1	96 Gallon C	Lou Davis 4 2835 W 38th	Service Completed					SL Missed Pick Up
7/2/2025	Heather Jol	West Valley	1	96 Gallon C	Craig Johns 4968 S 70th	Service Cor Can Not Ok. Can Not Ok.					SL Missed Pick Up
7/2/2025	Dallas Mon	West Valley	1	96 Gallon C	Jon Gonzal 4147 W Del	Service Completed					SL Missed Pick Up
7/3/2025	Dallas Mon	West Valley	1	Hand Load	Lorena Mar 6322 S Og	Service Completed					RL Missed
7/2/2025	Jesselin Tru	West Valley	1	96 Gallon C	Read Curtis 5147 W Sar	Service Completed					SL Missed Pick Up
7/2/2025	Diane White	West Valley	1	96 Gallon C	Nicole Dav 2835 W 38th	Service Completed					SL Missed Pick Up
7/2/2025	Diane White	West Valley	1	96 Gallon C	Stephany C 6590 S Hgt	Service Completed					SL Missed Pick Up
7/2/2025	Jesselin Tru	West Valley	1	96 Gallon C	Noretha Re 3653 S 40th	Service Completed					SL Missed Pick Up
7/3/2025	Chayenne	West Valley	1	Hand Load	Candice En 3341 W On	Service Completed					RL Missed
7/2/2025	Jesselin Tru	West Valley	1	96 Gallon C	Michael Post 3263 S Moc	Service Completed					SL Missed Pick Up
7/2/2025	Jesselin Tru	West Valley	1	96 Gallon C	Kay Ponder 3832 S 36th	Service Completed					SL Missed Pick Up
7/2/2025	Jesselin Tru	West Valley	1	96 Gallon C	Gary Math 3484 W 33rd	Service Completed					SL Missed Pick Up
7/2/2025	Heather Jol	West Valley	1	96 Gallon C	Noretha Re 3653 S 40th	Service Completed					SL Cart Late Out
7/2/2025	Heather Jol	West Valley	1	96 Gallon C	Kurtis Brad 3648 S Row	Service Completed					SL Missed Pick Up
7/2/2025	Heather Jol	West Valley	1	96 Gallon C	Leticia Herr 3583 S King	Service Completed					SL Missed Pick Up
7/2/2025	Diane White	West Valley	1	96 Gallon C	Mike Pham 3654 S Har	Service Completed					SL Missed Pick Up
7/3/2025	Jesselin Tru	West Valley	1	96 Gallon C	Elizabeth L 3225 S 44th	Service Completed					SL Missed Pick Up
7/5/2025	Laura Ferg	West Valley	1	96 Gallon C	Jessalin Tru 4211 S Fin	Service Completed					SL Missed Pick Up
7/3/2025	Jesselin Tru	West Valley	1	Hand Load	Karen Chhou 4544 S 60th	Service Completed					RL Missed
7/5/2025	Heather Jol	West Valley	1	96 Gallon C	Ben Smith 14157 W 38th	Service Completed					SL Cart Overload
7/3/2025	Lily Muir	West Valley	1	Hand Load	Susan Paul 4171 S 42nd	Service Completed					RL Missed
7/3/2025	Natalie Str	West Valley	1	96 Gallon C	Jason Garc 4543 S Can	Service Completed					SL Cart Late Out
7/3/2025	Laura Ferg	West Valley	1	Hand Load	Oymtha Co 4024 W 46th	Service Completed					RL Missed
7/3/2025	Laura Ferg	West Valley	1	96 Gallon C	Cynthia Co 4024 W 46th	Service Completed					SL Missed Pick Up
7/3/2025	Laura Ferg	West Valley	1	96 Gallon C	Crystal Lop 3212 S 37th	Service Completed					SL Missed Pick Up
7/3/2025	Laura Ferg	West Valley	1	96 Gallon C	Katherine P 4164 S 61st	Service Completed					SL Cart Late Out
7/3/2025	Heather Jol	West Valley	1	Hand Load	Maria Nava 2660 W 25th	Service Completed					RL Extra Pick Up
7/7/2025	Dik Klawan	West Valley	1	Hand Loading	Tram Service	Service Completed					RL Notice
7/3/2025	Heather Jol	West Valley	1	96 Gallon C	Karigra Ha 3683 S 26th	Service Completed					SL Cart Late Out
7/3/2025	Heather Jol	West Valley	1	96 Gallon C	T.J. Nelson 1 6379 S Che	Service Completed					SL Cart Extra Pick Up
7/3/2025	Lily Muir	West Valley	1	96 Gallon C	Waylon Res 4149 W Ma	Service Completed					SL Missed Pick Up
7/3/2025	Natalie Str	West Valley	1	96 Gallon C	Waylon Res 4149 W Ma	Service Completed					SL Missed Pick Up
7/8/2025	Monica Mar	West Valley	1	96 Gallon C	Steve Blair 3868 W Mo	Service Completed					SL Cart Extra Pick Up
7/5/2025	Reagan Pa	West Valley	1	96 Gallon C	Reagan Pa 3755 S Bus	Service Completed					SL Cart Half
7/5/2025	Lily Muir	West Valley	1	96 Gallon C	Lucky Paint 4282 S Lun	Service Completed					SL Missed Pick Up
7/3/2025	Steve Smyh	West Valley	1	Hand Load	Steve	Service Completed					RL Notice

### WEST VALLEY CITY Monthly Trash Weights in Tons

Month	2024	2025
JANUARY	3,262.57	3,274.13
FEBRUARY	3,028.75	2,742.30
MARCH	3,158.69	3,242.43
APRIL	4,268.71	4,133.47
MAY	4,872.87	4,478.57
JUNE	3,905.72	4,036.92
JULY	4,218.64	4,142.05
AUGUST	4,016.77	
SEPTEMBER	3,800.09	
OCTOBER	3,951.59	
NOVEMBER	3,607.83	
DECEMBER	3,539.44	
<b>Total</b>	<b>45,631.67</b>	<b>26,049.87</b>

### WEST VALLEY CITY Monthly Recycle Weights in Tons

ACE Recycling & Disposal delivered 100% of your recycle material to a Recycle Facility

Month	2024	2025
JANUARY	403.65	408.49
FEBRUARY	360.75	314.03
MARCH	373.45	378.71
APRIL	377.27	403.46
MAY	398.95	404.48
JUNE	333.10	368.42
JULY	400.39	378.28
AUGUST	375.52	
SEPTEMBER	331.69	
OCTOBER	376.11	
NOVEMBER	362.97	
DECEMBER	406.90	
<b>Total</b>	<b>4,500.74</b>	<b>2,655.86</b>

### West Valley City

Processor	Month	Year	Recycle Tons	Recycle Price per Ton	Total Amount Due	Due by A/c	Actual Due by City
RRR	March	2023	343.23	(54.01)	(18,544.72)	(18,544.72)	(9,963.97)
RRR	April	2023	254.83	(48.35)	(12,446.37)	(12,446.37)	(7,375.62)
RRR	May	2023	399.81	(43.81)	(17,513.71)	(17,513.71)	(9,995.20)
RRR	June	2023	390.18	(45.61)	(17,801.63)	(17,801.63)	(9,048.88)
RRR	July	2023	360.15	(51.60)	(18,583.26)	(18,583.26)	(9,579.99)
RRR	August	2023	408.25	(56.07)	(22,894.07)	(22,894.07)	(12,681.22)
RRR	September	2023	353.03	(53.19)	(18,883.51)	(18,883.51)	(10,008.02)
RRR	October	2023	379.64	(48.45)	(18,391.62)	(18,391.62)	(8,901.62)
RRR	November	2023	369.26	(45.64)	(16,852.50)	(16,852.50)	(9,229.00)
RRR	December	2023	369.87	(43.85)	(16,118.80)	(16,118.80)	(8,972.05)
RRR	January	2024	403.65	(48.36)	(15,484.01)	(15,484.01)	(8,292.76)
RRR	February	2024	360.75	(47.43)	(13,897.27)	(13,897.27)	(6,480.52)
RRR	March	2024	373.45	(50.15)	(13,598.22)	(13,598.22)	(1,924.27)
RRR	April	2024	377.27	(29.28)	(11,066.47)	(11,066.47)	(1,814.72)
RRR	May	2024	398.95	(22.76)	(9,151.90)	(9,151.90)	-
RRR	June	2024	333.10	(14.87)	(4,953.20)	(4,953.20)	-
RRR	July	2024	400.39	(14.91)	(5,969.74)	(5,969.74)	-
RRR	August	2024	375.52	(18.73)	(7,039.79)	(7,039.79)	-
RRR	September	2024	331.69	(27.74)	(9,201.08)	(9,201.08)	(9,282.25)
RRR	October	2024	376.11	(34.63)	(13,034.69)	(13,034.69)	(9,492.79)
RRR	November	2024	362.97	(39.06)	(14,177.61)	(14,177.61)	(9,074.79)
RRR	December	2024	406.90	(36.44)	(14,827.44)	(14,827.44)	(4,654.54)
RRR	January	2025	408.49	(33.39)	(13,637.98)	(13,637.98)	(10,212.13)
RRR	February	2025	314.03	(31.10)	(10,384.20)	(10,384.20)	(2,848.60)
RRR	March	2025	378.70	(29.89)	(11,318.69)	(11,318.69)	(9,487.63)
RRR	April	2025	403.46	(27.47)	(11,083.01)	(11,083.01)	(9,986.51)
RRR	May	2025	404.48	(31.59)	(12,781.48)	(12,781.48)	(6,239.44)
RRR	June	2025	368.42	(43.14)	(15,893.64)	(15,893.64)	(9,210.50)
RRR	July	2025	378.28	(44.88)	(16,825.89)	(16,825.89)	(7,368.89)

## V. OPERATIONS PLAN CONTINUED

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### What Else Can ACE Do for West Valley City?

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ACE has added field representatives to establish a quicker reaction and issue resolution time. These employees have more than 10 years both in the garbage industry and with ACE. They will be a vital part of increasing our presence and knowledge of what is going on in West Valley. They will play a major role in helping with communication, assisting with any safety related issues in any part of West Valley, and allow ACE to gain more insight as to how we can better provide service to West Valley City.

#### Neighborhood Waste Watch:

Our drivers are trained to notice any suspicious activity in the communities we service. Our drivers report anything that may be out of the ordinary to dispatch, and if the situation calls for it, the local authorities. Our drivers are on these streets every week and notice things such as increased foot traffic in certain areas you would not normally see a lot of people in, and new vehicles parked in and along streets that aren't normally parked there. The drivers are asked to document any suspicious activity they notice on route and report any acts of violence or damage to private property.

#### Special Assistance:

ACE offers a curbside service to residents who cannot physically place their containers on the curb for collection. Our drivers will retrieve, dump, and return the containers to the original location. For a resident to be put on assisted services, they would need to contact the City, the City would provide us with a list of homes in need of this service. This service is offered at no additional charge.



## V. OPERATIONS PLAN CONTINUED

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### What Else Can ACE Do for West Valley City?

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#### Sustainability Director:

ACE Recycling & Disposal is proud to introduce our new Sustainability Director, who brings more than 10 years of professional experience in waste reduction, zero waste initiatives, and recycling program development. She works directly with municipalities, businesses, and community partners to improve diversion rates, reduce contamination, and design programs that align with long-term sustainability goals. Her expertise includes waste audits, recycling education, zero waste planning, and program performance analysis.

As part of West Valley City's contract, the Sustainability Director will be available to assist City staff with recycling program improvements, waste audits, and sustainability initiatives—ensuring West Valley City remains a leader in environmental responsibility.

#### Electric Garbage Trucks:

With the first class eight refuse collection truck in the state of Utah, ACE is fully invested in Utah's future, and we would like to discuss options in the of running electric trucks in your city. We know as well as you do that with Utah's poor air quality, reducing tailpipe emissions is essential to better our air quality.



***ACE is a leader in helping to improve our environment. Scan the QR Code and watch the video of our new fully electric class 8 refuse collection truck in West Valley City. At ACE Recycling & Disposal, we don't just talk about improving the environment, we do something about it!***

## VI. CUSTOMER SERVICE

### Local, Live Customer Service—24/7/365

ACE Recycling & Disposal is uniquely positioned to deliver industry-leading customer service to the West Valley City area. Our customer service center is located just **1.1 miles** from West Valley City Public Works at our headquarters on Technology Drive. This proximity allows both residents and City personnel to access support conveniently, ensuring a rapid response to service needs.



*Our customer service center is located just 1.1 miles from West Valley City Public Works at our headquarters on Technology Drive.*

## VI. CUSTOMER SERVICE CONTINUED

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### Local, Live Customer Service—24/7/365

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ACE Recycling & Disposal offers West Valley City residents local, live, and accountable customer service from our headquarters, located just **1.1 miles** from the West Valley City Public Works. This proximity ensures rapid response for both residents and City personnel.

All calls are answered by a live customer service representative, never an automated system. During business hours (7:00 a.m.–5:00 p.m., Monday through Friday), our representatives resolve issues immediately. For after-hours service, calls are answered by our service team, logged into our system, and reviewed at 7:00 a.m. the following day. Urgent problems are flagged for dispatch. This approach ensures 24/7/365 responsiveness, with same-day or next-business-day resolution of all complaints.

ACE maintains a staff of 20 trained customer service agents supported by 60 phone lines, with all office personnel cross-trained to assist when needed. Every complaint is fully documented, including the resident's name, address, phone number, issue type, and resolution notes. These logs are available to West Valley City in Excel or CSV format, in full compliance with RFP requirements.

ACE has a structured quality control system in place to ensure that calls are handled consistently, respectfully, and in accordance with the City and company standards.

- Call Handling Standards – CSRs are trained to gather accurate information, confirm eligibility, and use ArcGIS to verify service days. They never argue with residents; instead, they escalate issues when necessary.
- Escalation Ladder – Repeat calls are tracked and documented:
  - 2nd Call – Noted as “2nd Call – Same Miss.”
  - 3rd Call – Noted as “3rd Call – Same Miss – Take Photo.”
  - 4th Call – Escalated directly to a Supervisor.
- Verification & Accuracy – If service status is unclear, CSRs confirm with supervisors and dispatchers before closing tasks. Work orders are reviewed to ensure accuracy, proper scheduling, and consistent documentation.
- Supervisor Oversight – Supervisors monitor calls daily, review work orders, and confirm that escalation protocols are followed.
- Continuous Improvement – Dedicated Customer Service Trainers review logs weekly, provide coaching, and conduct refresher training on frequent problem areas. Errors or repeated issues are flagged, corrected, and used as training opportunities.

This multi-layered system of monitoring, escalation, and coaching guarantees accurate reporting, consistent professionalism, and reliable resolution of resident concerns.

## VI. CUSTOMER SERVICE CONTINUED

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### Local, Live Customer Service—24/7/365

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To complement our call center, ACE uses Podium, a leading customer interaction platform, on our website. Podium enables residents to text ACE directly via web chat, providing immediate access to our local team without the need for a phone call. All messages—text, webchat, Google, and social media—are consolidated into a single dashboard, ensuring that no inquiry is ever missed. Podium also creates an electronic record of all interactions, further supporting the City’s requirement for transparent and trackable complaint reporting.

ACE’s responsiveness is reflected in our public reputation. With more than 583 verified online reviews and an overall 4.2-star rating, ACE is recognized as a reliable, resident-focused service provider. Importantly, we respond to every Google review—positive or critical—because every resident deserves to be heard. We pay special attention to one-star reviews, using them as opportunities to improve our service, strengthen training, and refine our operations. This transparency demonstrates ACE’s dedication to continuous improvement and accountability.

Drivers are equipped with hands-free communication systems and tablets that enable them to document issues in real-time with photos and notes, which can be shared instantly with ACE and City staff. Each municipality also has two dedicated account representatives who maintain direct communication with City personnel by phone, email, and in-person meetings.

Through its combination of local presence, formal quality control, 24/7/365 live responsiveness, modern communication tools, transparent reporting, and proven accountability, ACE provides West Valley City with a resident-focused customer service model that exceeds RFP requirements and ensures every issue is resolved quickly and effectively.

At ACE, customer service is not just the role of our call center—it is the responsibility of every employee, from our drivers and sales representatives to our mechanics and account managers. This company-wide commitment reflects our Core Values, where “Service” stands as our second guiding principle, ensuring that West Valley City receives not only reliable operations but also a true culture of service excellence.

## VII. MAINTENANCE FACILITIES

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### List all Facilities & Transfer Stations

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#### **ACE Recycling & Disposal Headquarters and Maintenance Facility**

**2274 S. Technology Drive, West Valley City, UT 84119**

This location houses our customer service center, dispatch office, and full-service maintenance shop. The facility is equipped with multiple service bays, on-site certified mechanics, fueling infrastructure for both diesel and compressed natural gas (CNG) vehicles, and pressure-wash stations to maintain fleet cleanliness. Its proximity ensures rapid response to service issues and provides a direct point of access for City personnel.



#### **Rocky Mountain Recycling (RMR) – Materials Recovery Facility (MRF)**

**3110 South 900 West, Salt Lake City, UT 84119**

Rocky Mountain Recycling operates one of Utah's largest privately owned MRFs, where curbside recyclables from West Valley City are sorted, processed, and marketed into new commodities. RMR is a long-standing ACE partner, ensuring West Valley City's recycling program is both efficient and accountable.



#### **ACE Intermountain Recycling Center (AIRC) – Salt Lake City Transfer Station**

**3405 West 900 South, Salt Lake City, UT 84104**

AIRC is Utah's largest transfer network, moving approximately 68,000 tons of material per month. The Salt Lake City facility consolidates residential and commercial solid waste, which is then loaded into specialized long-haul trailers for transport to Intermountain Regional Landfill.



#### **Intermountain Regional Landfill (IRL)**

**1200 North 500 East, Fairfield, UT 84013**

The Intermountain Regional Landfill is among Utah's largest and most advanced disposal sites. Fully permitted by the Utah Department of Environmental Quality and one of the few EPA CERCLA-certified landfills in the state, IRL features a triple-liner protection system to safeguard groundwater and the environment. The site currently accepts more than 2,500 tons of waste per day, with 174 acres of permitted capacity and an estimated 37+ years of remaining life. IRL also has plans for renewable energy development, providing long-term disposal security and sustainable innovation for West Valley City.

# VIII. SAFETY

## Safety is Our First Core Value

ACE Recycling & Disposal recognizes that safety is of prime importance to West Valley City and fully embraces this priority as part of our core values. Our proposal includes a comprehensive review of ACE's safety record, loss history, and formal safety programs, reflecting our commitment to protecting employees, residents, and City property. We maintain detailed OSHA logs, a proactive liability loss history, and written safety protocols that govern all operations. These measures not only demonstrate compliance but also highlight ACE's culture of prevention, accountability, and continuous improvement. We welcome West Valley City's evaluation of these materials and are confident that our proven record and robust programs will meet or exceed the City's expectations.

### a. Safety Program and Protocols

See attached documents with ACE's safety manuals, safety program, safety protocol and safety policies.

### b. OSHA Logs

See attached documents for copies of the ACE's OSHA Logs for the past three (3) years showing workers compensation losses.

### c. Liability Loss History

See attached documents for Liability Loss History for ACE including a summary loss history of liability claims filed against ACE for the last three (3) years. The summary includes a description of all claims, amounts claimed and amounts of settlements paid and/or judgments rendered against the ACE.

The image displays three OSHA Form 300 documents. The leftmost document is a blank 'OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses'. The middle document is a completed form for 'Year 2023' for 'ACE DISPOSAL INC.' in 'WEST VALLEY, UT'. It contains a table with columns for 'Identify the person', 'Describe the case', and 'Describe the case'. The table lists various employees and their work-related injuries and illnesses. The rightmost document is a 'Summary page' for 'Year 2023' for 'ACE DISPOSAL INC.' in 'WEST VALLEY, UT'. It contains a table with columns for 'Total number of cases', 'Total number of lost work days', and 'Total number of lost work days by injury type'. The table shows a total of 10 cases and 10 lost work days.

**All the logs, manuals and safety forms are included at the end of this RFP.  
The above forms are reference only.**

## IX. KEY PERSONNEL

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### Key Staff Members

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**ACE Recycling & Disposal Headquarters:**  
2274 South Technology Drive, West Valley City, Utah  
801-363-9995 | [acedisposal.com](http://acedisposal.com)

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### Executive Leadership:

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**Lon Stalsberg, Chairman of the Board:** Lon is the founder and owner of ACE Recycling & Disposal. With a Bachelor of Science Degree in Civil Engineering from Washington State University, Lon began his career as a civil engineer before establishing ACE. His vision and leadership have driven the company's growth into a trusted provider of waste and recycling services throughout Utah and Wyoming.

**Matt Stalsberg, President:** Matt has dedicated 24 years to ACE, where he oversees all aspects of the company's daily operations. A graduate of the Huntsman School of Business at Utah State University, Matt's leadership ensures that ACE continues to thrive, providing reliable services and maintaining its reputation for excellence in the industry.

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### Operations Leadership:

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**Isaac Leituala, General Manager:** Isaac has been with ACE for 17 years and brings over 22 years of experience in the Utah waste industry. He specializes in route analysis, development, and implementation for both commercial and residential services. As General Manager, Isaac oversees operations, including drivers, mechanics, and safety personnel, ensuring smooth and efficient service delivery.

**Pat Frehner, Maintenance Manager:** With 34 years at ACE and 37 years as a heavy-duty mechanic, Pat leads the maintenance team in keeping all equipment in top condition. He manages repairs and maintenance across ACE's multiple shops in Utah and Wyoming, ensuring the fleet and equipment meet the company's high operational standards.

**Siuia Falepapalangi, Operation Manager:** Siuia has worked for ACE for 7 years, leveraging his extensive experience in the waste industry to manage operational efficiency. He oversees facility supervisors, coordinates driver training programs, and ensures the workforce and equipment are optimized to meet ACE's service commitments. Siuia is also involved in route planning and implementation for commercial and residential accounts.

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## IX. KEY PERSONNEL CONTINUED

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### Operations Leadership:

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**Mary Collins, Safety Manager:** Mary has spent 17 years at ACE, including 11 years leading the safety department. She is responsible for the company's safety training programs, investigating incidents, managing insurance claims, and conducting safety meetings. Mary's dedication ensures that ACE maintains a strong culture of safety and compliance.

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### Technology & Financial Leadership:

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**Adam Williams, MIS Manager & Special Projects:** Adam has been with ACE for 10 years, spearheading efforts to integrate advanced technology and maintain cybersecurity. His work ensures the company operates safely, efficiently, and innovatively. Adam also leads special projects that support ACE's ongoing operational growth.

**Steve Wyatt, Controller:** Steve has been the Controller at ACE for 8 years. Before joining the company, he ran his own accounting firm for 40 years, managing financial statements and tax returns for ACE's owners. A Certified Public Accountant since 1984, Steve oversees ACE's financial health, ensuring compliance and providing valuable financial insights.

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### Administrative Leadership:

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**Lorrissa Riggs, Office Manager:** Lorrissa has been with ACE for 25 years, beginning as a receptionist before advancing to sales support and account retention. Promoted to Office Manager in 2014, she now oversees customer service, all data entry and accounts receivable. Lorrissa plays a key role in ensuring smooth office operations and exceptional client service.



## IX. KEY PERSONNEL CONTINUED

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### Sales & Client Relations Leadership:

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**Zachary Buhler, Sales Manager:** Zach has been with ACE for 11 years and leads the sales team, managing all commercial and government accounts. He is also responsible for all marketing and advertising initiatives, helping to grow ACE's brand and client base. Zach serves as one of the primary representatives for West Valley City, providing dedicated and responsive customer service. **Email: zach@acedisposal.com, Phone: 801-953-2265**

**Dawn Beagley, Government Sales Director:** Dawn has 25 years of experience in sales with ACE, specializing in municipal accounts. Known as the "Face of ACE Recycling & Disposal" by many clients, Dawn's exceptional customer service ensures client concerns are resolved quickly and professionally. She will also serve as the primary representative for West Valley City, fostering strong partnerships and seamless communication. **Email: dawnb@acedisposal.com, Phone: 801-652-8946**



***“Committed to Safety, Service, Sustainability, Respect, Hard Work & Loyalty Since 1980.”***

## X. REFERENCES

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### Municipal References

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**South Jordan City:** ACE has been providing automated trash pick-up and recycle services for South Jordan City since 2014. Our service in South Jordan City has increased by over 40% since the beginning of our contract.

**Municipal Contact: Raymond Garrison, (801) 253-5230**

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**Murray City:** ACE has been servicing (on our newest contract) the trash and recycling services for Murray City since 2015. ACE handles over 8,000 homes each month for the city of Murray.

**Municipal Contact: Russ Kakala, 801-270-2442**

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**West Jordan City:** ACE has served West Jordan City since 1986. During this time, the city has experienced tremendous growth. We currently collect trash and recycling from over 26,000 homes each month.

**Municipal Contact: Brian Clegg 801-569-5118**

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**Midvale City:** ACE has been providing trash and recycle services for Midvale City since 2007 and currently services over 6,000 homes each month along with a bulk pickup service twice per year. We just renewed a new 11-year contract with Midvale City effective July 1, 2025.

**Municipal Contact: Glen Kennedy, 801-567-7247**

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# XI. WHAT MAKES ACE DIFFERENT

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## Community Participation

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ACE Recycling & Disposal is proud to partner with and support local organizations and events that strengthen the communities we serve. Our commitment goes beyond waste collection—we actively invest in programs that improve lives, promote safety, and encourage sustainability.

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### ACE proudly supports:

- West Valley City SpringFest – providing containers, cleanup services, and staff support.
- West Valley City Fire Foundation – supporting first responders and community safety initiatives.
- Stone of Hope Youth Development – mentoring and empowering local youth.
- Switchpoint Community Resource Center – helping families in need across Utah.
- The Christmas Box International – providing resources and care for children and families in crisis.
- ACE 2025 Safety & Sustainability Symposium – hosted on Earth Day at our West Valley headquarters, this event brought together employees, City representatives, and industry partners to share safety best practices and highlight innovations in sustainability. The symposium demonstrates ACE’s leadership role in shaping a safer, cleaner, and more sustainable future for West Valley City.

Through these partnerships and events, ACE shows that we are not just a service provider—we are a community partner dedicated to making a positive difference every day.

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*We're excited to see you and your team at WVC 2025 SpringFest! We have confirmed the participation of 13 kids in this year's Eco-Innovator Challenge. Just like last year, we'd love to have you on stage to announce the prize winner. The school participating in the challenge is Children's Christian School. Thank you, **Karin Toone, WVC Community Engagement Specialist, 801-232-0372***

# XI. WHAT MAKES ACE DIFFERENT CONTINUED

## Community Participation



ACE supports the West Valley Fire Foundation which was established to support first responders, their families, and the community they serve, with a focus on their health, any hardships they may encounter, and to aid in their community impact efforts. **We truly appreciate ACE, Tommy Lloyd, 801-450-6566.**



ACE Recycling & Disposal is committed to keeping residents safe, not only through our operations but also through community education. Our Pedestrian Garbage Truck Safety Program teaches children and families how to stay safe around collection vehicles with the simple message: “Stop, Watch, and Stay Back 15 Feet.” To make this message memorable, ACE created an engaging safety video featuring music and visuals that resonate with young audiences. The video is shared in schools, community events, and online, reinforcing safety awareness. This program reflects ACE’s Core Value of Safety and demonstrates our commitment to protecting the communities we serve.

Scan the QR Code to watch and learn more about Pedistrian Grabage Truck Safety.

# XI. WHAT MAKES ACE DIFFERENT CONTINUED

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## Community Participation

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*ACE supports the Stone of Hope Youth which is located in West Valley City and serves minority boys from low-income backgrounds. They provide mentoring in a safe space to help these boys grow and learn, offering an alternative to joining gangs and a life of crime, which makes all our communities safer.*

**Nick Gonzales, Founder & Executive Director, 801-423-3042,  
[www.stoneofhopeyouth.org](http://www.stoneofhopeyouth.org).**

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*ACE Supports Switchpoint which is located through out Utah and provides Utah's homeless with more than food and shelter. Switchpoint Community Resource Center is a stepping stone to independence for individuals experiencing homelessness. Switchpoint offers tools to get life back on track for those who need it most.*

**Sue Devereaux, Community Engagement Manager, 801-915-3413,  
[www.switchpointcrc.org](http://www.switchpointcrc.org),**

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*ACE supports The Christmas Box International works to prevent child abuse and defend children through a culture of universal diversity, inclusion, and love. We partner with local, national, and international groups to improve the quality of life for children, teens, and young adults who are victims of abuse, neglect, trafficking, or homelessness.*

**Celeste Edmunds, Executive Director, 801-516-1801,  
[www.thechristmasbox.org](http://www.thechristmasbox.org)**

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*The ACE Recycling & Disposal “Tee Off For Shelter” Charity Golf Tournament raised over \$100,000 for the three charities listed above, which serve our communities. The Annual ACE Tee Off for Shelter Charity Golf Tournament has now raised over \$1 million in the past 17 years, with all proceeds going to help local Utah charities*

## XII. CITY PROVIDER PREFERENCE

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As Stated in the RFP:

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*City Provider Preference West Valley City procurement provides for a preference to any Proposer physically located within City limits. Any Proposal, from a West Valley City based business, shall receive a 1% preference when the cost of the proposal is evaluated.*

Since ACE is located directly in West Valley City ACE will receive a 1% preference.

## XIII. OTHER PROVIDER PREFERENCE

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As Stated in the RFP:

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*West Valley City procurement code provides for a preference to any Proposer with one, several, or all the following employment programs:*

- *Veteran Hiring and Recruitment*
- *Safety*
- *Drug Testing*
- *Job Training*
- *Health Insurance*
- *Non-Discrimination.*

*Any Proposal, from a proposer providing the listed employment programs, shall receive up to a 1% preference when the cost of the proposal is evaluated.*

We have attached documents at the end of this proposal showing veteran hiring and recruitment, safety, drug testing, job training, health insurance and non-discrimination. If any other documents or proof is necessary to receive this 1% preference, please reach out.

## XIV. ADDITIONAL INFORMATION

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### Subcontractors:

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ACE will partner with Rocky Mountain Recycling to process all recycled material. Rocky Mountain is the largest processor of recycling materials in the Intermountain West. Their state-of-the-art facility is in Salt Lake City. We are confident that they will continue to be an excellent partner to process all of West Valley City's recyclables. Jana is our primary contact over there, and her contact information is below:

**Jana Buchi, Sales & Business Development, 801-931-4182, [Jana.buchi@rockymountainrecycling.com](mailto:Jana.buchi@rockymountainrecycling.com)**

ACE will partner with Intermountain Regional Landfill (IRL) for the end disposal site for West Valley City's solid waste. IRL is partnered with ACE on the transfer stations and all waste. That is delivered to the ACE Intermountain Recycling Center will be delivered to the location in Fairfield. Brian Alba is the site manager there and his contact information is provided below.

**Brian Alba, Operations Manager, 801-865-2624, [Brian@irlutah.com](mailto:Brian@irlutah.com)**

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### Additional Knowledge & Skills:

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ACE has always excelled in customer service and dependability in our industry. ACE has 583 Google Reviews with a 4.2 Rating. No other service provider in our area comes close to that. ACE is the only major player in the Utah market that has always kept its customer service in-house, local, and every phone call is always answered by a live person 24/7.

ACE understands that in the waste and recycling industry, it's a messy and dirty job; we are not perfect, but we believe it's all about how we respond when issues arise. We are confident that nobody has a better personal response than we do in our market.



## XV. Attachments

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All permits, manuals, documents, OSHA logs, forms, etc., are included as attachments below.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 6967 South River Gate Dr. #200 Salt Lake City UT 84047	<b>CONTACT NAME:</b> Nicole Schluter	
	<b>PHONE (A/C. No. Ext):</b> 801-924-1400	<b>FAX (A/C. No):</b>
<b>E-MAIL ADDRESS:</b> Nicole_Schluter@ajg.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> New Hampshire Insurance Company		23841
<b>INSURED</b> Ace Disposal Inc. dba Ace Disposal & Recycling dba Aarco Compactor & Bailer PO Box 2608 Salt Lake City UT 84110	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 612396504

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC 31566130	3/1/2025	3/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Subject to policy verification, terms, & conditions.

**CERTIFICATE HOLDER****CANCELLATION**
 Evidence of Coverage Only  
 United States

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 419 Flint Street Reno NV 89501	<b>CONTACT NAME:</b> Vicki Vanderberg <b>PHONE (A/C, No, Ext):</b> 17754190773 <b>E-MAIL ADDRESS:</b> Vicki_Vanderberg@AJG.com		<b>FAX (A/C, No):</b> 805-545-8224
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Ace Disposal, Inc. 2274 South Technology Road West Valley City, UT 84119	<b>INSURER A :</b> National Interstate Insurance Company		<b>NAIC #</b> 32620
	<b>INSURER B :</b> Gemini Insurance Company		10833
	<b>INSURER C :</b> Harleysville Insurance Company of NY		10674
	<b>INSURER D :</b> Navigators Specialty Insurance Company		36056
	<b>INSURER E :</b>		
	<b>INSURER F :</b>		

**COVERAGES**

CERTIFICATE NUMBER: 1523845420

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			LJG 8310007 01	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			WAR 8310007 10	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			GVE100356101 (AL.GL.EL)	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability (1st Layer)			CRA0000203 (AL)	7/1/2025	7/1/2026	Occ / Agg 3,000,000
D	Excess Liability (2nd Layer)			GA25EXCZ0LCL11C (AL.GL.EL)	7/1/2025	7/1/2026	Occ / Agg 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of Coverage Only.

**CERTIFICATE HOLDER****CANCELLATION**
 Evidence of Coverage Only  
 United States

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where required by written contract or agreement provided such contract was executed prior to the date of loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;  
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- ELECTRONIC DATA LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
- POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- RAILROAD PROTECTIVE LIABILITY COVERAGE PART
- UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

### **SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b> Any person or organization against whom you have agreed to waive your right of recovery in a written contract or agreement provided such contract was executed prior to the date of loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
TRUCKERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**Who Is An Insured** under **COVERED AUTOS LIABILITY COVERAGE** is amended to include as an "insured", any person or organization you are required to add as an additional insured on this policy under a written contract, agreement or permit which must be:

- a. currently in effect or becoming effective during the term of the policy; and
- b. executed prior to the "bodily injury" or "property damage."

The insurance provided to this additional insured is limited as follows:

1. That person or organization is an additional insured only with respect to liability arising out of your operations performed for that additional insured as specified in the written contract, agreement or permit.
2. The limits of insurance applicable to the additional insured are those in written contract, agreement, permit or in the Declarations for this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the Limit of Insurance for Liability Coverage shown in the Declarations.
3. Coverage is not provided for "bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary.

When this insurance is in excess, we will have no duty to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insurer's rights against all those other insurers.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<b>Named Insured:</b> ACE DISPOSAL, INC. DBA ACE RECYCLING AND DISPOSAL <b>Endorsement Effective Date:</b>
--

**SCHEDULE**

<b>Name(s) Of Person(s) Or Organization(s):</b> Coverage provided by this endorsement applies on a blanket basis when required in a written contract
---

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**BUSINESS LICENSE CERTIFICATE**

**WEST VALLEY CITY**

3600 Constitution Blvd., West Valley City, UT 84119  
Finance Dept. - Business Services Division (801) 963-3290

**License Number:** 151263  
**Effective Date:** 07/01/2025  
**Expiration Date:** 06/30/2026

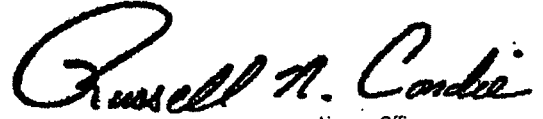
**Business Address:**  
2274 S TECHNOLOGY DR  
WEST VALLEY CITY, UT 84119

**Business Name:** ACE DISPOSAL INC  
**Business Type:** Industrial, Light  
**Emps:** 250 **Veh:** 0

**Fee(s) Paid:** \$2,610.00

**Business Owner**

ACE DISPOSAL INC  
PO BOX 2608  
SALT LAKE CITY, UT 84110-2608



By: \_\_\_\_\_ License Officer



By: \_\_\_\_\_ City Treasurer

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type. See Specific Instructions on page 3.</b>	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  <b>Ace Disposal, Inc.</b>	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions)	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>2274 S. Technology Drive</b>	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code <b>West Valley City, Utah, 84119</b>	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
8	7	-	0	4	8	1	9	4	8

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date <b>9-9-25</b>
------------------	--------------------------	--------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SALT LAKE CITY CORPORATION  
BUSINESS LICENSE CERTIFICATE

Business License Number

LIC2015-01261

EXPIRATION DATE: Mar 31, 2026

ACE INTERMOUNTAIN RECYCLING CENTER LLC  
1240 S WALLACE RD  
Salt Lake City, UT 84104

This is to certify that the herein named, having complied with the ordinances in force, relating to licenses, is hereby licensed to transact the business of:

(423930) Recyclable Material Merchant Wholesalers

Commercial License	1
Retail/Wholesale	1
Employees	0



Attest:

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND:

A handwritten signature in blue ink, appearing to read "C. Friedman".

A handwritten signature in blue ink, likely belonging to the Mayor of Salt Lake City.



State of Utah

SPENCER J. COX  
Governor

DEIDRE HENDERSON  
Lieutenant Governor

Department of  
Environmental Quality

Tim Davis  
Executive Director

DIVISION OF AIR QUALITY  
Bryce C. Bird  
Director

15792

**Title V Operating Permit**

**PERMIT NUMBER:** 4900334002

**DATE OF PERMIT:** December 20, 2023

Date of Last Revision: April 23, 2025

This Operating Permit is issued to, and applies to the following:

**Name of Permittee:**

ROC Fund Landfill Holdings, LLC.  
180 S 100 W #158  
Pleasant Grove, UT 84062

**Permitted Location:**

Intermountain Regional MSW Landfill  
800 South Allen Ranch Road  
Fairfield, UT 84013

UTM coordinates: 409,098 m Easting, 4,452,389 m Northing  
SIC code: 4953 (Refuse Systems)

By:

Bryce C. Bird, Director

Prepared By:

Jared Crosby  
jaredcrosby@utah.gov

## **ENFORCEABLE DATES AND TIMELINES**

The following dates or timeframes are referenced in  
Section I: General Provisions of this permit.

Annual Certification Due: March 30 of every calendar year that this permit is in force.

Renewal application due: June 20, 2028

Permit expiration date: December 20, 2028

Definition of “prompt”: written notification within 14 days.

### **ABSTRACT**

The ROC Fund Landfill Holding, LLC operates the Intermountain Regional MSW Landfill, a municipal solid waste (MSW) landfill located in Utah County, Utah. The facility accepts municipal and commercial waste. Intermountain Regional MSW Landfill is a Title V source because 40 CFR 60 Subpart Cf references the Utah State Plan which reference 40 CFR 60 Subpart WWW for MSW landfills and requires all landfills with a design capacity over 2.5 million megagrams to submit a Title V application. Intermountain Regional MSW Landfill is a Title V area source. The Landfill was opened in 2012.

Intermountain Regional MSW Landfill is subject to:

40 CFR 60 Subpart A: General Provisions

40 CFR 60 Subpart III: Standards of Performance for Stationary Compression Ignition Internal Combustion Engines

40 CFR 62 Subpart A: General Provisions

40 CFR 62 Subpart OOO: Federal Plan Requirements for Municipal Solid Waste Landfills that Commenced Construction on or before July 17, 2014 and have not been modified or reconstructed since July 17, 2014.

40 CFR 63 Subpart A: General Provisions

40 CFR 63 Subpart AAAA: National Emission Standards for Hazardous Air Pollutants: Municipal Solid Waste Landfills

40 CFR 63 Subpart ZZZZ: National Emission Standards for Hazardous Air Pollutants for Stationary Reciprocating Internal Combustion Engines

## OPERATING PERMIT HISTORY

Permit/Activity	Date Issued	Recorded Changes
Title V Admin (DAQ) (Project #OPP0157920004)	04/23/2025	This Administrative Amendment incorporates changes approved in DAQE-AN157920002-25, to replace flare station generators with smaller engines, updates mailing address, and updates federal rules.
Title V Admin (DAQ) (Project #OPP0157920003)	02/28/2024	Changes: This Administrative Amendment corrects a typo in Provision II.B.2.b.1(b), and removes Provision I.N (Emergency Provisions).
Title V renewal application (Project #OPP0157920002)	12/20/2023	Changes: This renewal incorporates DAQE-AN157920001-22, dated 12/15/2022, and incorporates applicable requirements from 40 CFR 60 Subpart IIII, 40 CFR 62 Subpart OOO, 40 CFR 63 Subpart AAAA.
Title V initial application (Project #OPP0157920001)	03/30/2018	

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**Issued under authority of Utah Code Ann. Section 19-2-104 and 19-2-109.1, and in accordance with Utah Administrative Code R307-415 Operating Permit Requirements.**

All definitions, terms and abbreviations used in this permit conform to those used in Utah Administrative Code R307-101 and R307-415 (Rules), and 40 Code of Federal Regulations (CFR), except as otherwise defined in this permit. Unless noted otherwise, references cited in the permit conditions refer to the Rules.

Where a permit condition in Section I, General Provisions, partially recites or summarizes an applicable rule, the full text of the applicable portion of the rule shall govern interpretations of the requirements of the rule. In the case of a conflict between the Rules and the permit terms and conditions of Section II, Special Provisions, the permit terms and conditions of Section II shall govern except as noted in Provision I.M, Permit Shield.

## **SECTION I: GENERAL PROVISIONS**

### **I.A Federal Enforcement.**

All terms and conditions in this permit, including those provisions designed to limit the potential to emit, are enforceable by the EPA and citizens under the Clean Air Act of 1990 (CAA) except those terms and conditions that are specifically designated as "State Requirements". (R307-415-6b)

### **I.B Permitted Activity(ies).**

Except as provided in R307-415-7b(1), the permittee may not operate except in compliance with this permit. (See also Provision I.E, Application Shield)

### **I.C Duty to Comply.**

I.C.1 The permittee must comply with all conditions of the operating permit. Any permit noncompliance constitutes a violation of the Air Conservation Act and is grounds for any of the following: enforcement action; permit termination; revocation and reissuance; modification; or denial of a permit renewal application. (R307-415-6a(6)(a))

I.C.2 It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. (R307-415-6a(6)(b))

I.C.3 The permittee shall furnish to the Director, within a reasonable time, any information that the Director may request in writing to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. Upon request, the permittee shall also furnish to the Director copies of records required to be kept by this permit or, for information claimed to be confidential, the permittee may furnish such records directly to the EPA along with a claim of confidentiality. (R307-415-6a(6)(e))

I.C.4 This permit may be modified, revoked, reopened, and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation and reissuance, or termination, or of a notification of planned changes or anticipated noncompliance shall not stay any permit condition, except as provided under R307-415-7f(1) for minor permit modifications. (R307-415-6a(6)(c))

### **I.D Permit Expiration and Renewal.**

I.D.1 This permit is issued for a fixed term of five years and expires on the date shown under "Enforceable Dates and Timelines" at the front of this permit. (R307-415-6a(2))

I.D.2 Application for renewal of this permit is due on or before the date shown under "Enforceable Dates and Timelines" at the front of this permit. An application may be submitted early for any reason. (R307-415-5a(1)(c))

I.D.3 An application for renewal submitted after the due date listed in I.D.2 above shall be accepted for processing, but shall not be considered a timely application and shall not relieve the permittee of any enforcement actions resulting from submitting a late application. (R307-415-5a(5))

I.D.4 Permit expiration terminates the permittee's right to operate unless a timely and complete renewal application is submitted consistent with R307-415-7b (see also Provision I.E, Application Shield) and R307-415-5a(1)(c) (see also Provision I.D.2). (R307-415-7c(2))

I.E **Application Shield.**

If the permittee submits a timely and complete application for renewal, the permittee's failure to have an operating permit will not be a violation of R307-415, until the Director takes final action on the permit renewal application. In such case, the terms and conditions of this permit shall remain in force until permit renewal or denial. This protection shall cease to apply if, subsequent to the completeness determination required pursuant to R307-415-7a(3), and as required by R307-415-5a(2), the applicant fails to submit by the deadline specified in writing by the Director any additional information identified as being needed to process the application. (R307-415-7b(2))

I.F **Severability.**

In the event of a challenge to any portion of this permit, or if any portion of this permit is held invalid, the remaining permit conditions remain valid and in force. (R307-415-6a(5))

I.G **Permit Fee.**

I.G.1 The permittee shall pay an annual emission fee to the Director consistent with R307-415-9. (R307-415-6a(7))

I.G.2 The emission fee shall be due on October 1 of each calendar year or 45 days after the source receives notice of the amount of the fee, whichever is later. (R307-415-9(4)(a))

I.H **No Property Rights.**

This permit does not convey any property rights of any sort, or any exclusive privilege. (R307-415-6a(6)(d))

I.I **Revision Exception.**

No permit revision shall be required, under any approved economic incentives, marketable permits, emissions trading and other similar programs or processes for changes that are provided for in this permit. (R307-415-6a(8))

I.J **Inspection and Entry.**

- I.J.1 Upon presentation of credentials and other documents as may be required by law, the permittee shall allow the Director or an authorized representative to perform any of the following:
  - I.J.1.a Enter upon the permittee's premises where the source is located or emissions related activity is conducted, or where records are kept under the conditions of this permit. (R307-415-6c(2)(a))
  - I.J.1.b Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit. (R307-415-6c(2)(b))
  - I.J.1.c Inspect at reasonable times any facilities, equipment (including monitoring and air pollution control equipment), practice, or operation regulated or required under this permit. (R307-415-6c(2)(c))
  - I.J.1.d Sample or monitor at reasonable times substances or parameters for the purpose of assuring compliance with this permit or applicable requirements. (R307-415-6c(2)(d))
- I.J.2 Any claims of confidentiality made on the information obtained during an inspection shall be made pursuant to Utah Code Ann. Section 19-1-306. (R307-415-6c(2)(e))

I.K **Certification.**

Any application form, report, or compliance certification submitted pursuant to this permit shall contain certification as to its truth, accuracy, and completeness, by a responsible official as defined in R307-415-3. This certification shall state that, based on information and belief formed after reasonable inquiry, the statements and information in the document are true, accurate, and complete. (R307-415-5d)

I.L **Compliance Certification.**

- I.L.1 Permittee shall submit to the Director an annual compliance certification, certifying compliance with the terms and conditions contained in this permit, including emission limitations, standards, or work practices. This certification shall be submitted no later than the date shown under "Enforceable Dates and Timelines" at the front of this permit, and that date each year following until this permit expires. The certification shall include all the following (permittee may cross-reference this permit or previous reports): (R307-415-6c(5))
  - I.L.1.a The identification of each term or condition of this permit that is the basis of the certification;
  - I.L.1.b The identification of the methods or other means used by the permittee for determining the compliance status with each term and condition during the certification period. Such methods and other means shall include, at a minimum, the monitoring and related recordkeeping and reporting requirements in this permit. If necessary, the permittee also shall identify any other material information that must be included in the certification to comply with section 113(c)(2) of the Act, which prohibits knowingly making a false certification or omitting material information;
  - I.L.1.c The status of compliance with the terms and conditions of the permit for the period covered by the certification, including whether compliance during the period was continuous or intermittent. The certification shall be based on the method or means designated in Provision I.L.1.b. The certification shall identify each deviation and

take it into account in the compliance certification. The certification shall also identify as possible exceptions to compliance any periods during which compliance is required and in which an excursion or exceedance as defined under 40 CFR Part 64 occurred; and

I.L.1.d Such other facts as the Director may require to determine the compliance status.

I.L.2 The permittee shall also submit all compliance certifications to the EPA, Region VIII, at the following address or to such other address as may be required by the Director: (R307-415-6c(5)(d))

Environmental Protection Agency, Region VIII  
Office of Enforcement, Compliance and Environmental Justice  
(mail code 8ENF)  
1595 Wynkoop Street  
Denver, CO 80202-1129

I.M **Permit Shield.**

I.M.1 Compliance with the provisions of this permit shall be deemed compliance with any applicable requirements as of the date of this permit, provided that:

I.M.1.a Such applicable requirements are included and are specifically identified in this permit, or (R307-415-6f(1)(a))

I.M.1.b Those requirements not applicable to the source are specifically identified and listed in this permit. (R307-415-6f(1)(b))

I.M.2 Nothing in this permit shall alter or affect any of the following:

I.M.2.a The emergency provisions of Utah Code Ann. Section 19-1-202 and Section 19-2-112, and the provisions of the CAA Section 303. (R307-415-6f(3)(a))

I.M.2.b The liability of the owner or operator of the source for any violation of applicable requirements under Utah Code Ann. Section 19-2-107(2)(a)(xiii) and Section 19-2-110 prior to or at the time of issuance of this permit. (R307-415-6f(3)(b)).

I.M.2.c The applicable requirements of the Acid Rain Program, consistent with the CAA Section 408(a). (R307-415-6f(3)(c))

I.M.2.d The ability of the Director to obtain information from the source under Utah Code Ann. Section 19-2-120, and the ability of the EPA to obtain information from the source under the CAA Section 114. (R307-415-6f(3)(d))

I.N **Reserved.**

I.O **Operational Flexibility.**

Operational flexibility is governed by R307-415-7d(1).

I.P **Off-permit Changes.**

Off-permit changes are governed by R307-415-7d(2).

I.Q **Administrative Permit Amendments.**

Administrative permit amendments are governed by R307-415-7e.

I.R **Permit Modifications.**

Permit modifications are governed by R307-415-7f.

I.S **Records and Reporting.**

I.S.1 Records.

I.S.1.a The records of all required monitoring data and support information shall be retained by the permittee for a period of at least five years from the date of the monitoring sample, measurement, report, or application. Support information includes all calibration and maintenance records, all original strip-charts or appropriate recordings for continuous monitoring instrumentation, and copies of all reports required by this permit. (R307-415-6a(3)(b)(ii))

I.S.1.b For all monitoring requirements described in Section II, Special Provisions, the source shall record the following information, where applicable: (R307-415-6a(3)(b)(i))

I.S.1.b.1 The date, place as defined in this permit, and time of sampling or measurement.

I.S.1.b.2 The date analyses were performed.

I.S.1.b.3 The company or entity that performed the analyses.

I.S.1.b.4 The analytical techniques or methods used.

I.S.1.b.5 The results of such analyses.

I.S.1.b.6 The operating conditions as existing at the time of sampling or measurement.

I.S.1.c Additional record keeping requirements, if any, are described in Section II, Special Provisions.

I.S.2 Reports.

I.S.2.a Monitoring reports shall be submitted to the Director every six months, or more frequently if specified in Section II. All instances of deviation from permit requirements shall be clearly identified in the reports. (R307-415-6a(3)(c)(i))

I.S.2.b All reports submitted pursuant to Provision I.S.2.a shall be certified by a responsible official in accordance with Provision I.K of this permit. (R307-415-6a(3)(c)(i))

I.S.2.c The Director shall be notified promptly of any deviations from permit requirements including those attributable to upset conditions as defined in this permit, the probable cause of such deviations, and any corrective actions or preventative measures taken. Prompt, as used in this condition, shall be defined as written notification within the number of days shown under "Enforceable Dates and Timelines" at the front of this permit. Deviations from permit requirements due to

breakdowns shall be reported in accordance with the provisions of R307-107.  
(R307-415-6a(3)(c)(ii))

I.S.3 Notification Addresses.

I.S.3.a All reports, notifications, or other submissions required by this permit to be submitted to the Director are to be sent to the following address or to such other address as may be required by the Director:

Utah Division of Air Quality  
P.O. Box 144820  
Salt Lake City, UT 84114-4820  
Phone: 801-536-4000

I.S.3.b All reports, notifications or other submissions required by this permit to be submitted to the EPA should be sent to one of the following addresses or to such other address as may be required by the Director:

For annual compliance certifications:

Environmental Protection Agency, Region VIII  
Office of Enforcement, Compliance and Environmental Justice  
(mail code 8ENF)  
1595 Wynkoop Street  
Denver, CO 80202-1129

For reports, notifications, or other correspondence related to permit modifications, applications, etc.:

Environmental Protection Agency, Region VIII  
Air Permitting and monitoring Branch (mail code 8ARD-PM)  
1595 Wynkoop Street  
Denver, CO 80202-1129  
Phone: 303-312-7015

I.T **Reopening for Cause.**

I.T.1 A permit shall be reopened and revised under any of the following circumstances:

I.T.1.a New applicable requirements become applicable to the permittee and there is a remaining permit term of three or more years. No such reopening is required if the effective date of the requirement is later than the date on which this permit is due to expire, unless the terms and conditions of this permit have been extended pursuant to R307-415-7c(3), application shield. (R307-415-7g(1)(a))

I.T.1.b The Director or EPA determines that this permit contains a material mistake or that inaccurate statements were made in establishing the emissions standards or other terms or conditions of this permit. (R307-415-7g(1)(c))

I.T.1.c EPA or the Director determines that this permit must be revised or revoked to assure compliance with applicable requirements. (R307-415-7g(1)(d))

- I.T.1.d Additional applicable requirements are to become effective before the renewal date of this permit and are in conflict with existing permit conditions. (R307-415-7g(1)(e))
- I.T.2 Additional requirements, including excess emissions requirements, become applicable to a Title IV affected source under the Acid Rain Program. Upon approval by EPA, excess emissions offset plans shall be deemed to be incorporated into this permit. (R307-415-7g(1)(b))
- I.T.3 Proceedings to reopen and issue a permit shall follow the same procedures as apply to initial permit issuance and shall affect only those parts of this permit for which cause to reopen exists. (R307-415-7g(2))
- I.U **Inventory Requirements.**
- An emission inventory shall be submitted in accordance with the procedures of R307-150, Emission Inventories. (R307-150)
- I.V **Title IV and Other, More Stringent Requirements**
- Where an applicable requirement is more stringent than an applicable requirement of regulations promulgated under Title IV of the Act, Acid Deposition Control, both provisions shall be incorporated into this permit. (R307-415-6a(1)(b))

## **SECTION II: SPECIAL PROVISIONS**

II.A **Emission Unit(s) Permitted to Discharge Air Contaminants.**  
(R307-415-4(3)(a) and R307-415-4(4))

II.A.1 **Permitted Source**  
Source-wide

II.A.2 **Landfill: MSW Landfill (designated as Landfill)**  
Class V Sanitary Landfill with a 15.4 million Mg capacity and a gas collection and control system (GCCS). The GCCS, designed in accordance with 40 CFR 60 Subpart WWW, is controlled by a candlestick flare. The landfill was opened in 2012. 40 CFR 62 Subpart OOO and 40 CFR 63 Subpart AAAA apply to this unit.

II.A.3 **Candlestick Flare**  
One (1) candlestick flare that combusts collected landfill gas.

II.A.4 **Flare Station Generator Engines**  
Two (2) Compression Ignition Reciprocating Internal Combustion Engines (CI RICE) that power the landfill gas blower system. Each engine is individually rated at 30 kW (40.2 hp). Subject to 40 CFR 60 Subpart IIII.

II.B **Requirements and Limitations.**

The following emission limitations, standards, and operational limitations apply to the permitted facility as indicated:

II.B.1 **Condition on Permitted Source (Source-wide)**

II.B.1.a **Condition:**

Visible emissions caused by fugitive dust shall not exceed 10% at the property boundary, and 20% onsite. This opacity shall not apply when the wind speed exceeds 25 miles per hour if the permittee has implemented, and continues to implement, the most recently approved fugitive dust control plan in R307-309-6 and administers one or more of the following contingency measures:

- (a) Pre-event watering;
- (b) Hourly watering;
- (c) Additional chemical stabilization;
- (d) Cease or reduce fugitive dust producing operations;
- (e) Other contingency measure approved by the director.

[Origin: R307-309-5]. [R307-309-5]

II.B.1.a.1 **Monitoring:**

In lieu of monitoring via visible emissions observations, adherence to the most recently approved fugitive dust control plan shall be maintained in order to demonstrate that appropriate measures are being implemented to control fugitive dust.

II.B.1.a.2 **Recordkeeping:**

Records of measures taken to control fugitive dust shall be maintained to demonstrate adherence to the most recently approved fugitive dust control plan. If wind speeds are measured to establish

an exception from the above visible emissions limits, records of those measurements shall be maintained. Records shall be maintained as described in Provision I.S.1 of this permit.

II.B.1.a.3

**Reporting:**

There are no reporting requirements for this provision except those specified in Section I of this permit.

II.B.1.b

**Condition:**

Visible emissions shall be no greater than 20 percent opacity, unless otherwise specified in this permit. [Origin: DAQE-AN157920002-25]. [R307-401-8]

II.B.1.b.1

**Monitoring:**

A visual opacity survey of each affected emission unit shall be performed on a quarterly basis by an individual trained on the observation procedures of 40 CFR 60, Appendix A, Method 9, or other EPA-approved testing method, as acceptable to the Director. If visible emissions other than steam are observed from an emission unit, an opacity determination of that emission unit shall be performed by a certified observer within 24 hours of the initial survey. The opacity determination shall be performed in accordance with 40 CFR 60, Appendix A, Method 9, or other EPA-approved testing method, as acceptable to the Director, for point sources, and in accordance with 40 CFR 51, Appendix M, Method 203C for fugitive emission sources.

II.B.1.b.2

**Recordkeeping:**

The permittee shall record the date of each visual opacity survey and keep a list of the emission points checked during the visual opacity survey. The permittee shall also keep a log of the following information for each observed visual emission: date and time visual emissions observed, emission point location and description, time and date of opacity test, and percent opacity. The records required by this provision and all data required by 40 CFR 60, Appendix A, Method 9 and 40 CFR 51 Method 203C shall be maintained in accordance with Provision I.S.1 of this permit.

II.B.1.b.3

**Reporting:**

There are no reporting requirements for this provision except those specified in Section I of this permit.

II.B.1.c

**Condition:**

- (1) If the permittee is responsible for construction or maintenance of any existing road or has right of way easement or possesses the right to use the same whose activities result in fugitive dust from the road, the permittee shall minimize fugitive dust to the maximum extent possible. If materials are deposited that may create fugitive dust on a public or private paved road, the permittee shall clean the road promptly.
- (2) Unpaved Roads. If the permittee is responsible for construction or maintenance of any new or existing unpaved roads, the permittee shall prevent, to the maximum extent possible, the deposit of material from the unpaved road onto any intersecting paved road during construction or maintenance. If materials are deposited that may create fugitive dust on a public or private paved road, the permittee shall clean the road promptly.

[Origin: R307-309]. [R307-309-9]

II.B.1.c.1

**Monitoring:**

Records required for this permit condition will serve as monitoring.

II.B.1.c.2

**Recordkeeping:**

Records that demonstrate compliance with this condition and records required by the most recently approved fugitive dust control plan shall be maintained in accordance with Provision I.S.1 of this permit.

II.B.1.c.3

**Reporting:**

There are no reporting requirements for this provision except those specified in Section I of this permit.

II.B.2

**Conditions on MSW Landfill**

II.B.2.a

**Condition:**

The permittee shall comply with all applicable requirements in 40 CFR 62, Subpart OOO - Federal Plan Requirements for Municipal Solid Waste Landfills That Commenced Construction On or Before July 17, 2014 and Have Not Been Modified or Reconstructed Since July 17, 2014.

(a) An active collection system shall:

- (1) Be designed to handle the maximum expected gas flow rate from the entire area of the landfill that warrants control over the intended use period of the gas control system equipment.
- (2) Collect gas from each area, cell, or group of cells in the landfill in which the initial solid waste has been placed for a period of 5 years or more if active; or 2 years or more if closed or at final grade.
- (3) Collect gas at a sufficient extraction rate.
- (4) Be designed to minimize off-site migration of subsurface gas. [62.16714(b)(2)]

(b) Control the gas collected from within the landfill through the use of control devices meeting the following requirements, except as provided in 40 CFR 60.24: [62.16714 (c)]

- (1) A non-enclosed flare designed and operated in accordance with the parameters established in 40 CFR 60.18 except as noted in 40 CFR 62.16722(d)

(c) The collection and control system may be capped, removed, or decommissioned if the following condition's criteria are met:

- (1) The landfill is a closed landfill as defined in 40 CFR 62.16730. A closure report shall be submitted to the EPA Administrator as provided in 40 CFR 62.16724(f);
- (2) The collection and control system has been in operation a minimum of 15 years or the permittee demonstrates that the gas collection and control system will be unable to operate for 15 years due to declining gas flow.
- (3) Following the procedures specified in 40 CFR 62.16718(b), the calculated NMOC emission rate at the landfill is less than 34 megagrams per year on three successive test dates. The test dates shall be no less than 90 days apart, and no more than 180 days apart.

- (d) The permittee of a MSW landfill with a gas collection and control system used to comply with the provisions of 40 CFR 62.16714(b) or 40 CFR 62.16714(c) shall comply with the provisions for the operational standards in 40 CFR 63.1958 (as well as the provisions in 40 CFR 63.1960 and 40 CFR 63.1961).

[Origin: 40 CFR 60 Subpart OOO]. [40 CFR 62.16710, 40 CFR 62.16714, 40 CFR 62.16716]

#### II.B.2.a.1

#### **Monitoring:**

- (a) After the installation and startup of a collection and control system in compliance with this condition, the permittee shall calculate the NMOC emission rate for purposes of determining when the system can be capped, removed, or decommissioned as provided in 40 CFR 62.16714(f), using the equation provide below: [40 CFR 62.16718(b)]

$$M_{\text{NMOC}} = 1.89 \times 10^{-3} Q_{\text{LFG}} C_{\text{NMOC}}$$

Where:

$M_{\text{NMOC}}$  = Mass emission rate of NMOC, megagrams per year

$Q_{\text{LFG}}$  = Flow rate of landfill gas, cubic meters per minute

$C_{\text{NMOC}}$  = NMOC concentration, parts per million by volume as hexane

- (1) The flow rate of landfill gas,  $Q_{\text{LFG}}$ , shall be determined by measuring the total landfill gas flow rate at the common header pipe that leads to the control system using a gas flow measuring device calibrated according to the provisions of section 10 of EPA Method 2E of 40 CFR 60 appendix A-1.
- (2) The average NMOC concentration,  $C_{\text{NMOC}}$ , shall be determined by collecting and analyzing landfill gas sampled from the common header pipe before the gas moving or condensate removal equipment using the procedures in EPA Method 25 Method or EPA Method 25C (Method 18 also listed as option in WWW) of appendix A-7 of 40 CFR part 60. The sample location on the common header pipe must be before any condensate removal or other gas refining units. The landfill permittee shall divide the NMOC concentration from EPA Method 25 or EPA Method 25C of appendix A-7 of 40 CFR part 60 by six to convert from  $C_{\text{NMOC}}$  as carbon to  $C_{\text{NMOC}}$  as hexane.
- (3) The permittee may use another method to determine landfill gas flow rate and NMOC concentration if the method has been approved by the EPA Administrator.
  - (i) Within 60 days after the date of calculating the NMOC emission rate for purposes of determining when the system can be capped or removed, the permittee shall submit the results according to 40 CFR 62.6724(j)(2).
- (b) For the performance test required in 40 CFR 62.16714(c)(1), the net heating value of the combusted landfill gas as determined in 40 CFR 60.18(f)(3) is calculated from the concentration of methane in the landfill gas as measured by EPA Method 3C. A minimum of three 30-minute EPA Method 3C samples are determined. The measurement of other organic compounds, hydrogen, and carbon monoxide is not applicable. EPA Method 3C may be used to determine the landfill gas molecular weight for calculating the flare gas exit velocity under 40 CFR 60.18(f)(4).
  - (i) Within 60 days after the date of completing each performance test (as defined in 40 CFR 60.8), the permittee shall submit the results of the performance tests

required by 40 CFR 62.16718(b) or (d), including any associated fuel analyses, according to 62.16724(j)(1).

- (c) The permittee shall follow the compliance provisions in 40 CFR 63.1960 (as well as 40 CFR 63.1958 and 40 CFR 63.1961) for an MSW landfill with a gas collection and control system used to comply with the provisions of 40 CFR 62.16714(b) or 40 CFR 62.16714(c).
- (d) The permittee shall follow the monitoring provisions in 40 CFR 63.1961 (as well as 40 CFR 63.1958 and 40 CFR 63.1960) for an MSW landfill with a gas collection and control system used to comply with the provisions of 40 CFR 62.16714(b) or 40 CFR 62.16714(c).

#### II.B.2.a.2

#### **Recordkeeping:**

- (a) Except as provided in 40 CFR 62.16724(d)(2), the permittee of a MSW landfill subject to the provisions of this condition shall keep for at least 5 years up to date, readily accessible, on site records of the design capacity report which triggered this condition, the current amount of solid waste in place, and the year by year waste acceptance rate. Offsite records may be maintained if they are retrievable within 4 hours. Either paper copy or electronic formats are acceptable. [40 CFR 62.16726(a)]
- (b) Except as provided in 40 CFR 62.16724(d)(2), the permittee of a gas-controlled landfill shall keep up-to-date, readily accessible records for the life of the control system equipment of the data listed in paragraphs (b)(1) of this recordkeeping section as measured during the initial performance test or compliance determination. Records of subsequent tests or monitoring shall be maintained for a minimum of 5 years. Records of the control device vendor specifications shall be maintained until removal.
  - (1) Where the permittee subject to the provisions of this condition seeks to demonstrate compliance with 40 CFR 62.1614(c) through use of a non-enclosed flare, the flare type (i.e., steam-assisted, air-assisted, or non-assisted), all visible emission readings, heat content determination, flow rate or bypass flow rate measurements, and exit velocity determination made during the performance test as specified in 40 CFR 60.18; and continuous records of the flare pilot flame or flare flame monitoring and records of all periods of operations during which the pilot flame or the flare flame is absent.
- (c) Except as provided in 40 CFR 62.16724(d)(2), a permittee of a controlled landfill subject to the provisions of this condition shall keep for 5 years up-to-date, readily accessible continuous records of the equipment operating parameters specified to be monitored in 40 CFR 62.16722 as well as up-to-date, readily accessible records for periods of operation during which the parameter boundaries established during the most recent performance test are exceeded.
  - (1) The permittee shall keep up-to-date, readily accessible continuous records of the indication of flow to the control system and the indication of bypass flow or records of monthly inspections of car-seals or lock-and-key configurations used to seal bypass lines, specified under 40 CFR 62.16722.
  - (2) The permittee seeking to comply with the provisions of this condition by use of a non-enclosed flare shall keep up-to-date, readily accessible continuous records of the flame or flare pilot flame monitoring specified under 40 CFR 62.16722(c), and up-to-date, readily accessible records of all periods of operation in which the flame or flare pilot flame is absent.

- (3) The permittee of a landfill seeking to comply with this condition using an active collection system designed in accordance with 40 CFR 62.16714(b) shall keep records of periods when the collection system or control device is not operating.
- (d) Except as provided in 40 CFR 62.16724(d)(2), the permittee shall keep for the life of the collection system an up-to-date, readily accessible plot map showing each existing and planned collector in the system and providing a unique identification location label for each collector that matches the labeling on the plot map.
  - (1) The permittee shall keep up-to-date, readily accessible records of the installation date and location of all newly installed collectors as specified under 40 CFR 62.16720(b).
  - (2) The permittee shall keep readily accessible documentation of the nature, date of deposition, amount, and location of asbestos-containing or non-degradable waste excluded from collection as provided in 40 CFR 62.16728(a)(3)(i) as well as any nonproductive areas excluded from collection as provided in 40 CFR 62.16728(a)(3)(ii).
- (e) The permittee that chooses to comply with the provisions in 40 CFR 63.1958, 63.1960, and 63.1961, as allowed in 40 CFR 62.16716, 62.16720, and 62.16722, must keep the records in 40 CFR 62.16726(e)(6) and must keep records according to 40 CFR 63.1983(e)(1) through (5) in lieu of paragraphs (e)(1) through (5) of 40 CFR 60.16726(e).
  - (1) When complying with the provisions in 40 CFR 63.1958, 63.1960, and 63.1961 as allowed in 40 CFR 62.16716, 62.16720, and 62.16722, the permittee shall keep records of the date upon which the permittee started complying with the provisions in 40 CFR 63.1958, 63.1960, and 63.1961.
- (f) Except as provided in 40 CFR 62.16724(d)(2), the permittee subject to the provisions of this condition must keep for at least 5 years up-to-date, readily accessible records of all collection and control system monitoring data for parameters measured in paragraph 40 CFR 62.16722(a)(1), (2), and (3).
- (g) Any records required to be maintained by this subpart that are submitted electronically via the EPA's Central Data Exchange (CDX) may be maintained in electronic format.
- (h) Records shall be maintained in accordance with Provision I.S.1. of this permit.

II.B.2.a.3

**Reporting:**

- (a) The permittee who has already been required to submit a design plan under 40 CFR 62.16724(d), or under 40 CFR part 62, subpart GGG; 40 CFR part 60, subpart WWW; or a state plan implementing subpart Cc of 40 CFR part 60, shall submit a revised design plan to the EPA Administrator for approval as follows: [40 CFR 62.16724(e)]
  - (1) At least 90 days before expanding operations to an area not covered by the previously approved design plan.
  - (2) Prior to installing or expanding the gas collection system in a way that is not consistent with the design plan that was submitted to the EPA Administrator according to 40 CFR 62.16724(d).
- (b) The permittee of a controlled landfill shall submit a closure report to the EPA Administrator within 30 days of ceasing waste acceptance. The EPA Administrator may request additional information as may be necessary to verify that permanent closure has taken place in

accordance with the requirements of 40 CFR 258.60. If a closure report has been submitted to the EPA Administrator, no additional wastes may be placed into the landfill without filing a notification of modification as described under 40 CFR 60.7(a)(4).

- (c) The permittee of a controlled landfill shall submit an equipment removal report to the EPA Administrator 30 days prior to removal or cessation of operation of the control equipment.
  - (1) The equipment removal report shall contain the following items:
    - (i) A copy of the closure report submitted in accordance with 40 CFR 62.16724(f);
    - (ii) A copy of the initial performance test report demonstrating that the 15-year minimum control period has expired; unless the report of the results of the performance test has been submitted to the EPA via the EPA's CDX, or information that demonstrates that the gas collection and control system will be unable to operate for 15 years due to declining gas flows. In the equipment removal report, the process unit(s) tested, the pollutant(s) tested, and the date that such performance test was conducted may be submitted in lieu of the performance test report if the report has been previously submitted to the EPA's CDX; and
    - (iii) Dated copies of three successive NMOC emission rate reports demonstrating that the landfill is no longer producing 34 megagrams or greater of NMOC per year, unless the NMOC emission rate reports have been submitted to the EPA via the EPA's CDX. If the NMOC emission rate reports have been previously submitted to the EPA's CDX, a statement that the NMOC emission rate reports have been submitted electronically and the dates that the reports were submitted to the EPA's CDX may be submitted in the equipment removal report in lieu of the NMOC emission rate reports; or
  - (2) The EPA Administrator may request such additional information as may be necessary to verify that all of the conditions for removal in 40 CFR 62.16714(f) have been met.
- (d) When complying with the operational provisions of 40 CFR 63.1958, 63.1960, and 63.1961, the permittee shall follow the semi-annual reporting requirements in 40 CFR 63.1981(h) in lieu of 40 CFR 62.16724(h)
- (e) The permittee shall submit reports electronically according to 40 CFR 62.16724(j)(1) and (2).
- (f) When complying with the operational provisions of 40 CFR 63.1958, 63.1960, and 63.1961, the permittee shall follow the corrective action and the corresponding timeline reporting requirements in 40 CFR 63.1981(j) in lieu of 40 CFR 62.16724(k)(1) and (2).
- (g) When complying with the provisions in 40 CFR 63.1958, 63.1960, and 63.1961, the permittee shall submit the 24-hour high temperature report according 40 CFR 63.1981(k).
- (h) The permittee shall comply with the reporting requirements of the general provisions of 40 CFR 60 Subpart A, and 40 CFR 62 Subpart A as applicable.
- (i) The permittee shall comply with the reporting requirements of Section I of this permit.

II.B.2.b

**Condition:**

The permittee shall comply with all applicable requirements in 40 CFR 63 Subpart AAAA – National Emission Standards for Hazardous Air Pollutants: Municipal Solid Waste Landfills. The permittee shall comply with the applicable General Provisions in 40 CFR 63, Subpart A.

- (a) Control System. The permittee shall route all the collected gas to a control system that complies with the requirements below:
  - (1) A non-enclosed flare designed and operated in accordance with the parameters established in 40 CFR 63.11(b) except as noted in 40 CFR 63.1959(e). [40 CFR 63.1959(b)(2)(iii)(A)]
- (b) An active collection system shall:
  - (1) Be designed to meet the maximum expected gas flow rate from the entire area of the landfill that warrants control over the intended use period of the gas control system equipment;
  - (2) Collect gas from each area, cell, or group of cells in the landfill in which the initial solid waste has been placed for a period of 5 years or more if active; or 2 years or more if closed or at final grade;
  - (3) Collect gas at a sufficient extraction rate;
  - (4) Be designed to minimize off-site migration of subsurface gas. [40 CFR 63.1959(b)(2)(ii)(B)]
- (c) The collection and control system may be capped, removed, or decommissioned if the following criteria are met: [40 CFR 63.1957(b)]
  - (1) The landfill is a closed landfill (as defined in 40 CFR 63.1990). A closure report shall be submitted to the Director as provided in 40 CFR 63.1981(f);
  - (2) The gas collection and control system has been in operation a minimum of 15 years or the landfill permittee demonstrates that the gas collection and control system will be unable to operate for 15 years due to declining gas flow; and
  - (3) Following the procedures specified in 40 CFR 63.1959(c), the calculated NMOC emission rate at the landfill shall be less than 50 megagrams per year on three successive test dates. The test dates shall be no less than 90 days apart, and no more than 180 days apart.
- (d) Operate the collection system such that gas is collected from each area, cell, or group of cells in the MSW landfill in which solid waste has been in place for: [40 CFR 63.1958(a)]
  - (1) 5 years or more if active; or
  - (2) 2 years or more if closed or at final grade;
- (e) Operate the collection system with negative pressure at each wellhead except under the following conditions:
  - (1) A fire or increased well temperature. The permittee shall record instances when positive pressure occurs in efforts to avoid a fire. These records shall be submitted with the semi-annual reports as provided in 40 CFR 63.1981(h);
  - (2) Use of a geomembrane or synthetic cover. The permittee shall develop acceptable pressure limits in the design plan;

- (3) A decommissioned well. A well may experience a static positive pressure after shut down to accommodate for declining flows. All design changes shall be approved by the Director as specified in 40 CFR 63.1981(d)(2).
- (f) Operate each interior wellhead in the collection system as specified in paragraph (f)(1) or (f)(2) of this condition.
  - (1) Operate each interior wellhead in the collection system with a landfill gas temperature less than 62.8 degrees Celsius (145 degrees Fahrenheit).
  - (2) The permittee may establish a higher operating temperature value at a particular well. A higher operating value demonstration shall be submitted to the EPA Administrator for approval and shall include supporting data demonstrating that the elevated parameter neither causes fires nor significantly inhibits anaerobic decomposition by killing methanogens. The demonstration shall satisfy both criteria in order to be approved (i.e., neither causing fires nor killing methanogens is acceptable).
- (g) The permittee shall operate the collection system such that: [40 CFR 63.1958(d)]
  - (1) The methane concentration is less than 500 parts per million (ppm) above background at the surface of the landfill. To determine if this level is exceeded, the permittee shall conduct surface testing around the perimeter of the collection area and along a pattern that traverses the landfill at 30-meter intervals and where visual observations indicate elevated concentrations of landfill gas, such as distressed vegetation and cracks or seeps in the cover. The permittee may establish an alternative traversing pattern that ensures equivalent coverage. A surface monitoring design plan shall be developed that includes a topographical map with the monitoring route and the rationale for any site-specific deviations from the 30-meter intervals. Areas with steep slopes or other dangerous areas may be excluded from the surface testing.
  - (2) The permittee shall:
    - (i) Conduct surface testing using an organic vapor analyzer, flame ionization detector, or other portable monitor meeting the specifications provided in 40 CFR 63.1960(d).
    - (ii) Conduct surface testing at all cover penetrations. Thus, the permittee shall monitor any cover penetrations that are within an area of the landfill where waste has been placed and a gas collection system is required.
    - (iii) Determine the latitude and longitude coordinates of each exceedance using an instrument with an accuracy of at least 4 meters. The coordinates shall be in decimal degrees with at least five decimal places.
- (h) Operate the system in accordance with 40 CFR 63.1955(c) such that all collected gases are vented to a control system designed and operated in compliance with 40 CFR 63.1959(b)(2)(iii). In the event the collection or control system is not operating:
  - (i) The gas mover system shall be shut down and all valves in the collection and control system contributing to venting of the gas to the atmosphere shall be closed within 1 hour of the collection or control system not operating; and
  - (ii) Efforts to repair the collection or control system shall be initiated and completed in a manner such that downtime is kept to a minimum, and the collection and control system shall be returned to operation.
- (i) Operate the control or treatment system at all times when the collected gas is routed to the system.

- (j) If monitoring demonstrates that the operational requirements in 40 CFR 63.1958(b), (c), or (d) are not met, corrective action shall be taken as specified in 40 CFR 63.1960(a)(3) and (5) or (c). If corrective actions are taken as specified in 40 CFR 63.1960, the monitored exceedance is not a deviation of the operational requirements in this condition.
- (k) Operate the collection and control device in accordance with the provisions of 40 CFR 63.1958, 63.1960, and 63.1961. [40 CFR 63.1957(a)]

[Origin: 40 CFR 63 Subpart AAAA]. [40 CFR 63.1957(a) and (b), 40 CFR 63.1958(a)-(g), 40 CFR 63.1959(b)(2)(ii), 40 CFR 63.1964(b)]

#### II.B.2.b.1

#### **Monitoring:**

- (a) After the installation and startup of a collection and control system in compliance with 40 CFR 63 Subpart AAAA, the permittee shall calculate the NMOC emission rate for purposes of determining when the system can be capped, removed, or decommissioned as provided in paragraph 40 CFR 63.1957(b)(3), using equation 3. [40 CFR 63.1959(c)]
- (b) For the performance test required in 40 CFR 63.1959(b)(2)(iii)(A), the net heating value of the combusted landfill gas as determined in 40 CFR 63.11(b)(6)(ii) is calculated from the concentration of methane in the landfill gas as measured by EPA Method 3C of 40 CFR 60 Appendix A. A minimum of three 30-minute EPA Method 3C samples are determined. The measurement of other organic components, hydrogen, and carbon monoxide is not applicable. EPA Method 3C may be used to determine the landfill gas molecular weight for calculating the flare gas exit velocity under 63.11(b)(7) of subpart A.
  - (1) Within 60 days after the date of completing each performance test (as defined in 63.7), the permittee shall submit the results of the performance tests, including any associated fuel analyses, required by 40 CFR 63.1959(c) or (e) according to 40 CFR 63.1981(l)(1).
- (c) The performance test required in 40 CFR 63.1959(b)(2)(iii)(A) shall be conducted under such conditions as the Director specifies to the permittee based on representative performance of the affected source for the period being tested. Representative conditions exclude periods of startup and shutdown unless specified by the Director. The permittee may not conduct performance tests during periods of malfunction. The permittee shall record the process information that is necessary to document operating conditions during the test and include in such record an explanation to support that such conditions represent normal operation. Upon request, the permittee shall make available to the Director such records as may be necessary to determine the conditions of performance tests. [40 CFR 63.1959(f)]
- (d) Except as provided in 40 CFR 63.1981(d)(2), the specified methods in paragraphs (d)(1) through (d)(5) of this monitoring section shall be used to determine whether the gas collection system is in compliance with 40 CFR 63.1959(b)(2)(ii). [40 CFR 63.1960(a)]
  - (1) For the purposes of calculating the maximum expected gas generation flow rate from the landfill to determine compliance with 40 CFR 63.1959(b)(2)(ii)(C)(1), either equation (d)(1)(i) or (ii) of this monitoring section shall be used. The permittee may use another method to determine the maximum gas generation flow rate, if the method has been approved by the EPA Administrator. The methane generation rate constant (k) and methane generation potential (Lo) kinetic factors should be those published in the most recent Compilation of Air Pollutant Emission Factors (AP-42) or other site-specific values demonstrated to be appropriate and approved by the Director. If k has been determined as specified in 40 CFR 63.1959(a)(4), the value of k determined from the test shall be used. A value of no more than 15 years shall be used for the intended use period

of the gas mover equipment. The active life of the landfill is the age of the landfill plus the estimated number of years until closure.

- (i) For sites with unknown year-to-year solid waste acceptance rate:

$$Q_m = 2L_o R (e^{-kc} - e^{-kt})$$

Where:

$Q_m$  = Maximum expected gas generation flow rate, cubic meters per year.

$L_o$  = Methane generation potential, cubic meters per megagram solid waste.

$R$  = Average annual acceptance rate, megagrams per year.

$k$  = Methane generation rate constant, per year.

$t$  = Age of the landfill at equipment installation plus the time the permittee intends to use the gas mover equipment or active life of the landfill, whichever is less. If the equipment is installed after closure,  $t$  is the age of the landfill at installation, years.

$c$  = Time since closure, years (for an active landfill  $c = 0$  and  $e^{-kc} = 1$ ).

$2$  = Constant.

- (ii) For sites with known year-to-year solid waste acceptance rate:

$$Q_m = \text{Sum } (2 k L_o M_i (e^{-kti})) \text{ of } i \text{ through } n$$

Where:

$Q_m$  = Maximum expected gas generation flow rate, cubic meters per year.

$k$  = Methane generation rate constant, per year.

$L_o$  = Methane generation potential, cubic meters per megagram solid waste.

$M_i$  = Mass of solid waste in the  $i$ th section, megagrams.

$t_i$  = Age of the  $i$ th section, years.

- (iii) If a collection and control system has been installed, actual flow data may be used to project the maximum expected gas generation flow rate instead of, or in conjunction with, the equations in paragraphs (d)(1)(i) or (ii) of this monitoring section. If the landfill is still accepting waste, the actual measured flow data will not equal the maximum expected gas generation rate, so calculations using the equations in paragraphs (d)(1)(i) or (ii) of this monitoring section, or other methods, shall be used to predict the maximum expected gas generation rate over the intended period of use of the gas control system equipment.

- (2) For the purposes of determining sufficient density of gas collectors for compliance with 40 CFR 63.1959(b)(2)(ii)(B)(2), the permittee shall design a system of vertical wells, horizontal collectors, or other collection devices, satisfactory to the Director, capable of controlling and extracting gas from all portions of the landfill sufficient to meet all operational and performance standards.
- (3) For the purpose of demonstrating whether the gas collection system flow rate is sufficient to determine compliance with 40 CFR 63.1959(b)(2)(ii)(B)(3), the permittee shall measure gauge pressure in the gas collection header applied to each individual well, monthly. Any attempted corrective measure shall not cause exceedances of other operational or performance standards. An alternative timeline for correcting the exceedance may be submitted to the EPA Administrator for approval. If a positive pressure exists, follow the procedures as specified in 40 CFR 60.755(a)(3), except:

- (i) If a positive pressure exists, action shall be initiated to correct the exceedance within 5 days, except for the three conditions allowed under 40 CFR 63.1958(b).
  - (A) If negative pressure cannot be achieved without excess air infiltration within 15 days of the first measurement of positive pressure, the permittee shall conduct a root cause analysis and correct the exceedance as soon as practicable, but no later than 60 days after positive pressure was first measured. The permittee shall keep records according to 40 CFR 63.1983(e)(3)
  - (B) If corrective actions cannot be fully implemented within 60 days following the positive pressure measurement for which the root cause analysis was required, the permittee shall also conduct a corrective action analysis and develop an implementation schedule to complete the corrective action(s) as soon as practicable, but no more than 120 days following the positive pressure measurement. The permittee shall submit the items listed in 40 CFR 63.1981(h)(7) as part of the next semi-annual report. The permittee shall keep records according to 40 CFR 63.1983(e)(4).
  - (C) If corrective action is expected to take longer than 120 days to complete after the initial exceedance, the permittee shall submit the root cause analysis, corrective action analysis, and corresponding implementation timeline to the Director, according to 40 CFR 63.1981(j). The permittee shall keep records according to paragraph 40 CFR 63.1983(e)(5).
- (4) Where a permittee subject to the provisions of 40 CFR 63 Subpart AAAAA seeks to demonstrate compliance with the temperature and nitrogen or oxygen operational standards in 40 CFR 63.1958(c) for the purpose of identifying whether excess air infiltration into the landfill is occurring, the permittee shall follow the procedures as specified in 40 CFR 60.755(a)(5), except:
  - (i) Once the permittee subject to the provisions of 40 CFR 63 Subpart AAAAA seeks to demonstrate compliance with the operational standard for temperature in 40 CFR 63.1958(c)(1), the permittee shall monitor each well monthly for temperature for the purpose of identifying whether excess air infiltration exists. If a well exceeds the operating parameter for temperature as provided in paragraph 63.1958(c)(1), action shall be initiated to correct the exceedance within 5 days. Any attempted corrective measure shall not cause exceedances of other operational or performance standards.
    - (A) If a landfill gas temperature less than or equal to 62.8 degrees Celsius (145 degrees Fahrenheit) cannot be achieved within 15 days of the first measurement of landfill gas temperature greater than 62.8 degrees Celsius (145 degrees Fahrenheit), the permittee shall conduct a root cause analysis and correct the exceedance as soon as practicable, but no later than 60 days after a landfill gas temperature greater than 62.8 degrees Celsius (145 degrees Fahrenheit) was first measured. The permittee shall keep records according to 40 CFR 63.1983(e)(3).
    - (B) If corrective actions cannot be fully implemented within 60 days following the temperature measurement for which the root cause analysis was required, the permittee shall also conduct a corrective action analysis and develop an implementation schedule to complete the corrective action(s) as soon as practicable, but no more than 120 days following the measurement of landfill gas temperature greater than 62.8 degrees Celsius (145 degrees Fahrenheit). The permittee shall submit the items listed in 40 CFR 63.1981(h)(7) as part of the next

semi-annual report. The permittee shall keep records according paragraph 40 CFR 63.63.1983(e)(4).

- (C) If corrective action is expected to take longer than 120 days to complete after the initial exceedance, the permittee shall submit the root cause analysis, corrective action analysis, and corresponding implementation timeline to the Director, according to paragraphs 40 CFR 63.1981(h)(7) and 63.1981(j). The permittee shall keep records according to paragraph 40 CFR 63.1983(e)(5).
- (D) If a landfill gas temperature measured at either the wellhead or at any point in the well is greater than or equal to 76.7 degrees Celsius (170 degrees Fahrenheit) and the carbon monoxide concentration measured, according to the procedures in 40 CFR 63.1961(a)(5)(vi) is greater than or equal to 1,000 ppmv the corrective action(s) for the wellhead temperature standard (62.8 degrees Celsius or 145 degrees Fahrenheit) must be completed within 15 days.
- (5) A permittee seeking to demonstrate compliance with 40 CFR 63.1959(b)(2)(ii)(B)(4) through the use of a collection system not conforming to the specifications provided in 40 CFR 63.1962 shall provide information satisfactory to the EPA Administrator as specified in 40 CFR 63.1981(d)(3) demonstrating that off-site migration is being controlled.
- (e) For purposes of compliance with 40 CFR 63.1958(a), the permittee of a controlled landfill shall place each well or design component as specified in the approved design plan as provided in 40 CFR 63.1981(d). Each well shall be installed no later than 60 days after the date on which the initial solid waste has been in place for a period of: [40 CFR 63.1960(b)]
  - (1) 5 years or more if active; or
  - (2) 2 years or more if closed or at final grade.
- (f) The following procedures shall be used for compliance with the surface methane operational standard as provided in paragraph 40 CFR 63.1958(d). [40 CFR 63.1960(c)]
  - (1) After installation of the collection system, the permittee shall monitor surface concentrations of methane along the entire perimeter of the collection area and along a pattern that traverses the landfill at 30-meter intervals (or a site-specific established spacing) for each collection area on a quarterly basis using an organic vapor analyzer, flame ionization detector, or other portable monitor meeting the specifications provided in paragraph (d) of 40 CFR 60.1960
  - (2) The background concentration shall be determined by moving the probe inlet upwind and downwind outside the boundary of the landfill at a distance of at least 30 meters from the perimeter wells.
  - (3) Surface emission monitoring (SEM) shall be performed in accordance with section 8.3.1 of Method 21 of 40 CFR 60 Appendix A-7, except that the probe inlet shall be placed within 5 to 10 centimeters of the ground. Monitoring shall be performed during typical meteorological conditions.
  - (4) Any reading of 500 parts per million or more above background at any location shall be recorded as a monitored exceedance and the actions specified in paragraphs (f)(4)(i) through (v) of this monitoring section shall be taken. As long as the specified actions are

taken, the exceedance is not a violation of the operational requirements of 40 CFR 63.1958(d).

- (i) The location of each monitored exceedance shall be marked and the location and concentration recorded. The location shall be recorded using an instrument with an accuracy of at least 4 meters. The coordinates shall be in decimal degrees with at least five decimal places.
  - (ii) Cover maintenance or adjustments to the vacuum of the adjacent wells to increase the gas collection in the vicinity of each exceedance shall be made and the location shall be re-monitored within 10 days of detecting the exceedance.
  - (iii) If the re-monitoring of the location shows a second exceedance, additional corrective action shall be taken and the location shall be monitored again within 10 days of the second exceedance. If the re-monitoring shows a third exceedance for the same location, the action specified in paragraph (f)(4)(v) of this monitoring section shall be taken, and no further monitoring of that location is required until the action specified in paragraph (f)(4)(v) of this monitoring section has been taken.
  - (iv) Any location that initially showed an exceedance but has a methane concentration less than 500 ppm methane above background at the 10-day re-monitoring specified in paragraph (f)(4)(ii) or (iii) of this monitoring section shall be re-monitored 1 month from the initial exceedance. If the 1-month re-monitoring shows a concentration less than 500 parts per million above background, no further monitoring of that location is required until the next quarterly monitoring period. If the 1-month re-monitoring shows an exceedance, the actions specified in paragraph (f)(4)(iii) or (v) of this monitoring section shall be taken.
  - (v) For any location where monitored methane concentration equals or exceeds 500 parts per million above background three times within a quarterly period, a new well or other collection device shall be installed within 120 calendar days of the initial exceedance. An alternative remedy to the exceedance, such as upgrading the blower, header pipes or control device, and a corresponding timeline for installation may be submitted to the EPA Administrator for approval.
- (5) The permittee shall implement a program to monitor for cover integrity and implement cover repairs as necessary on a monthly basis.
- (g) A permittee seeking to comply with the provisions in 40 CFR 63.1960(c) shall comply with the following instrumentation specifications and procedures for surface emission monitoring devices: [40 CFR 63.1960(d)]
- (1) The portable analyzer shall meet the instrument specifications provided in section 6 of EPA Method 21 of 40 CFR 60 Appendix A, except that "methane" shall replace all references to "VOC".
  - (2) The calibration gas shall be methane, diluted to a nominal concentration of 500 parts per million in air.
  - (3) To meet the performance evaluation requirements in section 8.1 of EPA Method 21 of 40 CFR 60 appendix A, the instrument evaluation procedures of section 8.1 of EPA Method 21 of 40 CFR 60 appendix A shall be used.

- (4) The calibration procedures provided in sections 8 and 10 of EPA Method 21 of 40 CFR 60 appendix A shall be followed immediately before commencing a surface monitoring survey.
- (h) Once the permittee subject to the provisions of 40 CFR 63 Subpart AAAAA seeks to demonstrate compliance with the operational standard in 40 CFR 63.1958(e)(1), the provisions of 40 CFR 63 Subpart AAAAA apply at all times, including periods of SSM. During periods of SSM, the permittee shall comply with the work practice requirement specified in 40 CFR 63.1958(e) in lieu of the compliance provisions in 40 CFR 63.1960. [40 CFR 63.1960(e)(2)]
- (i) A permittee seeking to comply with 40 CFR 63.1959(b)(2)(ii)(B) for an active gas collection system shall install a sampling port and a thermometer, other temperature measuring device, or an access port for temperature measurements at each wellhead and: [40 CFR 63.1961(a)]
- (1) Measure the gauge pressure in the gas collection header on a monthly basis as provided in 40 CFR 63.1960(a)(3); and
- (2) Monitor nitrogen or oxygen concentration in the landfill gas on a monthly basis as follows:
- (i) The nitrogen level must be determined using EPA Method 3C of 40 CFR 60 appendix A-2, unless an alternative test method is established as allowed by 40 CFR 63.1981(d)(2).
- (ii) Unless an alternative test method is established as allowed by 40 CFR 63.1981(d)(2), the oxygen level must be determined by an oxygen meter using EPA Method 3A or 3C of 40 CFR 60 appendix A-2 or ASTM D6522-11 (incorporated by reference, see 40 CFR 63.14). Determine the oxygen level by an oxygen meter using EPA Method 3A or 3C of 40 CFR 60 appendix A-2 or ASTM D6522-11 (if sample location is prior to combustion) except that:
- (A) The span must be set between 10- and 12-percent oxygen;
- (B) A data recorder is not required;
- (C) Only two calibration gases are required, a zero and span;
- (D) A calibration error check is not required; and
- (E) The allowable sample bias, zero drift, and calibration drift are  $\pm 10$  percent.
- (iii) A portable gas composition analyzer may be used to monitor the oxygen levels provided:
- (A) The analyzer is calibrated; and
- (B) The analyzer meets all quality assurance and quality control requirements for EPA Method 3A of 40 CFR 60 appendix A-2 or ASTM D6522-11 (incorporated by reference, see 40 CFR 63.14).
- (3) Where a permittee subject to the provisions of 40 CFR 63 Subpart AAAAA seeks to demonstrate compliance with the operational standard for temperature in 40 CFR 63.1958(c), the permittee shall monitor the temperature of the landfill gas on a monthly

basis as provided in 40 CFR 63.1960(a)(4). The temperature measuring device shall be calibrated annually using the procedure in Section 10.3 of EPA Method 2 of 40 CFR 60 appendix A-1.

- (4) Where a permittee subject to the provisions of 40 CFR 63 Subpart AAAAA seeks to demonstrate compliance with the operational standard for temperature in 40 CFR 63.1958(c)(1), unless a higher operating temperature value has been approved by the EPA Administrator under 40 CFR 63 Subpart AAAAA or under 40 CFR 60, subpart WWW; 40 CFR 60, subpart XXX; or a federal plan or EPA-approved and effective state plan or tribal plan that implements either 40 CFR 60, subpart Cc or 40 CFR 60, subpart Cf, the permittee shall initiate enhanced monitoring at each well with a measurement of landfill gas temperature greater than 62.8 degrees Celsius (145 degrees Fahrenheit) as follows:
- (i) Visual observations for subsurface oxidation events (smoke, smoldering ash, damage to well) within the radius of influence of the well.
  - (ii) Monitor oxygen concentration as provided in paragraph 40 CFR 63.1961(a)(2);
  - (iii) Monitor temperature of the landfill gas at the wellhead as provided in 40 CFR 63.1961(a)(4).
  - (iv) Monitor temperature of the landfill gas every 10 vertical feet of the well as provided in 40 CFR 63.1961(a)(6).
  - (v) Monitor the methane concentration with a methane meter using EPA Method 3C of 40 CFR 60 appendix A-6, EPA Method 18 of 40 CFR 60 appendix A-6, or a portable gas composition analyzer to monitor the methane levels provided that the analyzer is calibrated and the analyzer meets all quality assurance and quality control requirements for EPA Method 3C or EPA Method 18.
  - (vi) Monitor and determine carbon monoxide concentrations, as follows:
    - (A) Collect the sample from the wellhead sampling port in a passivated canister or multi-layer foil gas sampling bag (such as the Cali-5-Bond Bag) and analyze that sample using EPA Method 10 of 40 CFR 60 appendix A-4, or an equivalent method with a detection limit of at least 100 ppmv of carbon monoxide in high concentrations of methane; or
    - (B) Collect and analyze the sample from the wellhead using EPA Method 10 of 40 CFR 60 appendix A-4 to measure carbon monoxide concentrations.
    - (C) When sampling directly from the wellhead, the permittee shall sample for 5 minutes plus twice the response time of the analyzer. These values must be recorded. The five 1-minute averages are then averaged to give the permittee the carbon monoxide reading at the wellhead.
    - (D) When collecting samples in a passivated canister or multi-layer foil sampling bag, the permittee shall sample for the period of time needed to assure that enough sample is collected to provide five (5) consecutive, 1-minute samples during the analysis of the canister or bag contents, but no less than 5 minutes plus twice the response time of the analyzer. The five (5) consecutive, 1-minute averages are then averaged together to give the permittee a carbon monoxide value from the wellhead.

- (vii) The enhanced monitoring in this paragraph (i)(4) shall begin 7 calendar days after the first measurement of landfill gas temperature greater than 62.8 degrees Celsius (145 degrees Fahrenheit); and
  - (viii) The enhanced monitoring in this paragraph (i)(4) shall be conducted on a weekly basis. If four consecutive weekly carbon monoxide readings are under 100 ppmv, then enhanced monitoring may be decreased to monthly. However, if carbon monoxide readings exceed 100 ppmv again, the landfill shall return to weekly monitoring.
  - (ix) The enhanced monitoring in this paragraph (i)(4) can be stopped once a higher operating value is approved, at which time the monitoring provisions issued with the higher operating value should be followed, or once the measurement of landfill gas temperature at the wellhead is less than or equal to 62.8 degrees Celsius (145 degrees Fahrenheit).
- (5) For each wellhead with a measurement of landfill gas temperature greater than or equal to 73.9 degrees Celsius (165 degrees Fahrenheit), annually monitor temperature of the landfill gas every 10 vertical feet of the well. This temperature can be monitored either with a removable thermometer, or using temporary or permanent thermocouples installed in the well.
- (j) A permittee seeking to comply with 40 CFR 63.1959(b)(2)(iii) using a non-enclosed flare shall install, calibrate, maintain, and operate according to the manufacturer's specification the following equipment: [40 CFR 63.1961(c)]
- (1) A heat sensing device, such as an ultraviolet beam sensor or thermocouple, at the pilot light or the flame itself to indicate the continuous presence of a flame; and
  - (2) A device that records flow to the flare and bypass of the flare (if applicable). The permittee shall:
    - (i) Install, calibrate, and maintain a gas flow rate measuring device that shall record the flow to the control device at least every 15 minutes; and
    - (ii) Secure the bypass line valve in the closed position with a car-seal or a lock-and-key type configuration. A visual inspection of the seal or closure mechanism shall be performed at least once every month to ensure that the valve is maintained in the closed position and that the gas flow is not diverted through the bypass line.
- (k) A permittee seeking to install a collection system that does not meet the specifications in 40 CFR 63.1962 or seeking to monitor alternative parameters to those required by 40 CFR 63.1958 through 40 CFR 63.1961 shall provide information satisfactory to the EPA Administrator as provided in 40 CFR 63.1981(d)(2) and (3) describing the design and operation of the collection system, the operating parameters that would indicate proper performance, and appropriate monitoring procedures. The EPA Administrator may specify additional appropriate monitoring procedures. [40 CFR 63.1961(e)]
- (l) A permittee seeking to demonstrate compliance with the 500-ppm surface methane operational standard in paragraph 40 CFR 63.1958(d) shall monitor surface concentrations of methane according to the procedures 40 CFR 63.1960(c) and the instrument specifications in 40 CFR 63.1960(d). If the permittee is complying with the 500-ppm surface methane operational standard in paragraph 40 CFR 63.1958(d)(2), for location, the permittee shall determine the latitude and longitude coordinates of each exceedance using an instrument with

an accuracy of at least 4 meters and the coordinates shall be in decimal degrees with at least five decimal places. In the semi-annual report in 40 CFR 63.1981(h), the permittee shall report the location of each exceedance of the 500-ppm methane concentration as provided in 40 CFR 63.1958(d). and the concentration recorded at each location for which an exceedance was recorded in the previous month. Any closed landfill that has no monitored exceedances of the operational standard in three consecutive quarterly monitoring periods may skip to annual monitoring. Any methane reading of 500 ppm or more above background detected during the annual monitoring returns the frequency for that landfill to quarterly monitoring.

- (m) The monitoring requirements of 40 CFR 63.1961(a), (b), (c), (d), and (g) apply at all times the affected source is operating, except for periods of monitoring system malfunctions, repairs associated with monitoring system malfunctions, and required monitoring system quality assurance or quality control activities. A monitoring system malfunction is any sudden, infrequent, not reasonably preventable failure of the monitoring system to provide valid data. Monitoring system failures that are caused in part by poor maintenance or careless operation are not malfunctions. The permittee is required to complete monitoring system repairs in response to monitoring system malfunctions and to return the monitoring system to operation as expeditiously as practicable. Where the permittee subject to the provisions of 40 CFR 63 Subpart AAAA seeks to demonstrate compliance with the temperature and nitrogen or oxygen operational standards in introductory paragraphs 40 CFR 63.1958(c)(1), (d)(2), and (e)(1), the standards apply at all times. [40 CFR 63.1961(h)]

#### II.B.2.b.2

#### **Recordkeeping:**

- (a) Except as provided in 40 CFR 63.1981(d)(2), the permittee of a MSW landfill subject to the provisions of 40 CFR 63.1959(b)(2)(ii) and (iii) shall keep for at least 5 years up to date, readily accessible, on site records of the design capacity report which triggered 40 CFR 63.1959(b), the current amount of solid waste in place, and the year by year waste acceptance rate. Off-site records may be maintained if they are retrievable within 4 hours. Either paper copy or electronic formats are acceptable. [40 CFR 63.1983(a)]
- (b) Except as provided in 40 CFR 63.1981(d)(2), a permittee of a controlled landfill shall keep up to date, readily accessible records for the life of the control equipment of the data listed in paragraphs (b)(1) and (2) of this recordkeeping section as measured during the initial performance test or compliance determination. Records of subsequent tests or monitoring shall be maintained for a minimum of 5 years. Records of the control device vendor specifications shall be maintained until removal.
- (1) Where a permittee subject to the provisions of 40 CFR 63 Subpart AAAA seeks to demonstrate compliance with 40 CFR 63.1959(b)(2)(ii):
- (i) The maximum expected gas generation flow rate as calculated in 40 CFR 63.1960(a)(1).
  - (ii) The density of wells, horizontal collectors, surface collectors, or other gas extraction devices determined using the procedures specified in 40 CFR 63.1962(a)(1) and (2).
- (2) Where a permittee subject to this condition seeks to demonstrate compliance with 40 CFR 63.1959(b)(2)(iii) through the use of a non-enclosed flare, the flare type (i.e., steam-assisted, air-assisted, or non-assisted), all visible emission readings, heat content determination, flow rate or bypass flow rate measurements, and exit velocity determinations made during the performance test as specified in 40 CFR 63.11; continuous records of the flare pilot flame or flare flame monitoring and records of all periods of operation during which the pilot flame or the flare flame is absent.

- (c) Except as provided in paragraph 40 CFR 63.1981(d)(2), a permittee of a controlled landfill subject to the provisions of this condition shall keep for 5 years up to date, readily accessible continuous records of the equipment operating parameters specified to be monitored in 40 CFR 63.1961 as well as up to date, readily accessible records for periods of operation during which the parameter boundaries established during the most recent performance test are exceeded.
- (1) The permittee shall keep up-to-date, readily accessible continuous records of the indication of flow to the control system or the indication of bypass flow or records of monthly inspections of car-seals or lock-and-key configurations used to seal bypass lines, specified under 40 CFR 63.1961(b)(2)(ii), (c)(2)(ii), and (g)(2).
  - (2) The permittee seeking to comply with this condition by use of a non-enclosed flare shall keep up-to-date, readily accessible continuous records of the flame or flare pilot flame monitoring specified in 40 CFR 63.1961(c), and up-to-date, readily accessible records of all periods of operation in which the flame or flare pilot flame is absent.
  - (3) A permittee seeking to comply with 40 CFR 63.1959(b)(2) using an active collection system designed in accordance with 40 CFR 63.1959(b)(2)(ii) shall keep records of periods when the collection system or control device is not operating.
  - (4) Where a permittee subject to the provisions of 40 CFR 63 Subpart AAAAA seeks to demonstrate compliance with the operational standard in paragraph 40 CFR 63.1958(e)(1), the date, time, and duration of each startup and/or shutdown period, recording the periods when the affected source was subject to the standard applicable to startup and shutdown.
  - (5) Where a permittee subject to the provisions of 40 CFR 63 Subpart AAAAA seeks to demonstrate compliance with the operational standard in 40 CFR 63.1958(e)(1), in the event that an affected unit fails to meet an applicable standard, record the information below in this paragraph:
    - (i) For each failure, record the date, time and duration of each failure and the cause of such events (including unknown cause, if applicable).
    - (ii) For each failure to meet an applicable standard; record and retain a list of the affected sources or equipment.
    - (iii) Record actions taken to minimize emissions in accordance with the general duty 40 CFR 63.1955(c), and any corrective actions taken to return the affected unit to its normal or usual manner of operation.
  - (6) Beginning no later than September 27, 2021, in lieu of the requirements specified in 40 CFR 63.8(d)(3) of subpart A, the permittee shall keep the written procedures required by 40 CFR 63.8(d)(2) on record for the life of the affected source or until the affected source is no longer subject to the provisions of this part, to be made available for inspection, upon request, by the Director. If the performance evaluation plan is revised, the permittee shall keep previous (i.e., superseded) versions of the performance evaluation plan on record to be made available for inspection, upon request, by the Director, for a period of 5 years after each revision to the plan. The program of corrective action should be included in the plan required under 40 CFR 63.8(d)(2).
- (d) Except as provided 40 CFR 63.1981(d)(2), the permittee shall keep for the life of the collection system an up-to-date, readily accessible plot map showing each existing and

planned collector in the system and providing a unique identification location label for each collector.

- (1) The permittee shall keep up-to-date, readily accessible records of the installation date and location of all newly installed collectors as specified under 40 CFR 63.1960(b).
  - (2) The permittee shall keep readily accessible documentation of the nature, date of deposition, amount, and location of asbestos containing or non-degradable waste excluded from collection as provided in 40 CFR 63.1962(a)(3)(i) as well as any non-productive areas excluded from collection as provided in 40 CFR 63.1962(a)(3)(ii).
- (e) Except as provided in 40 CFR 63.1981(d)(2), the permittee shall keep for at least 5 years up-to-date, readily accessible records of the following: [40 CFR 63.1983(e)]
- (1) All collection and control system exceedances of the operational standards in 40 CFR 63.1958, the reading in the subsequent month whether or not the second reading is an exceedance, and the location of each exceedance.
  - (2) A permittee subject to the control provisions of 40 CFR 63 Subpart AAAAA shall keep records of each wellhead temperature monitoring value of greater than 55 degrees Celsius (131 degrees Fahrenheit), each wellhead nitrogen level at or above 20 percent, and each wellhead oxygen level at or above 5 percent, except:
    - (i) When a permittee subject to the provisions of 40 CFR 63 Subpart AAAAA seeks to demonstrate compliance with the compliance provisions for wellhead temperature in 40 CFR 63.1958(c)(1), the records of each wellhead temperature monitoring value of 62.8 degrees Celsius (145 degrees Fahrenheit) or above instead of values greater than 55 degrees Celsius (131 degrees Fahrenheit).
    - (ii) A permittee required to conduct the enhanced monitoring provisions in 40 CFR 63.1961(a)(5), shall also keep records of all enhanced monitoring activities.
    - (iii) A permittee required to submit the 24-hour high temperature report in 40 CFR 63.1981(k), shall also keep a record of the email transmission.
  - (3) For any root cause analysis for which corrective actions are required in paragraph 40 CFR 63.1960(a)(3)(i)(A) or (a)(4)(i)(A), keep a record of the root cause analysis conducted, including a description of the recommended corrective action(s) taken, and the date(s) the corrective action(s) were completed.
  - (4) For any root cause analysis for which corrective actions are required in 40 CFR 63.1960(a)(3)(i)(B) or (a)(4)(i)(B), keep a record of the root cause analysis conducted, the corrective action analysis, the date for corrective action(s) already completed following the positive pressure reading or high temperature reading, and, for action(s) not already completed, a schedule for implementation, including proposed commencement and completion dates.
  - (5) For any root cause analysis for which corrective actions are required in 40 CFR 63.1960(a)(3)(i)(C) or (a)(4)(i)(C), keep a record of the root cause analysis conducted, the corrective action analysis, the date for corrective action(s) already completed following the positive pressure reading or high temperature reading, for action(s) not already completed, a schedule for implementation, including proposed commencement and completion dates, and a copy of any comments or final approval on the corrective action analysis or schedule from the Director.

- (f) Except as provided in 40 CFR 63.1981(d)(2), the permittee subject to the provisions of 40 CFR 63 Subpart AAAAA shall keep for at least 5 years up-to-date, readily accessible records of all collection and control system monitoring data for parameters measured in 40 CFR 63.1961(a)(1) through (6). [40 CFR 63.1983(g)]
- (g) Where a permittee subject to the provisions of 40 CFR 63 Subpart AAAAA seeks to demonstrate compliance with the operational standard for temperature in 40 CFR 63.1958(c)(1), the permittee shall keep the following records:
  - (1) Records of the landfill gas temperature on a monthly basis as monitored in 40 CFR 63.1960(A)(4).
  - (2) Records of enhanced monitoring data at each well with a measurement of landfill gas temperature greater than 62.8 degrees Celsius (145 degrees Fahrenheit) as gathered in 40 CFR 63.1961(a)(5) and (6).
- (h) Any records required to be maintained by 40 CFR 63 Subpart AAAAA that are submitted electronically via the EPA's CEDRI may be maintained in electronic format. This ability to maintain electronic copies does not affect the requirement for facilities to make records, data, and reports available upon request to a delegated air agency or the EPA as part of an on-site compliance evaluation. [40 CFR 63.1983(h)(2)(i)]
- (i) Records shall be maintained in accordance with Provision I.S.1. of this permit.

### II.B.2.b.3

#### **Reporting:**

Except as provided in paragraph 40 CFR 63.1981(d)(2):

- (a) The permittee shall submit the reports specified in this Reporting section and the reports specified in Table 1 to 40 CFR 63 Subpart AAAAA. If the permittee previously submitted a design capacity report, amended design capacity report, initial NMOC emission rate report, initial or revised collection and control system design plan, closure report, equipment removal report, or initial performance test under 40 CFR part 60, subpart WWW; 40 CFR part 60, subpart XXX; or a federal plan or EPA-approved and effective state plan or tribal plan that implements either 40 CFR part 60, subpart Cc or 40 CFR part 60, subpart Cf, then that submission constitutes compliance with the design capacity report in 40 CFR 63.1981(a), the amended design capacity report in 40 CFR 63.1981(b), the initial NMOC emission rate report in 40 CFR 63.1981(c), the initial collection and control system design plan in 40 CFR 63.1981(d), the revised design plan in 40 CFR 63.1981(e), the closure report in 40 CFR 63.1981(f), the equipment removal report in 40 CFR 63.1981(g), and the initial performance test report in 40 CFR 63.1981(i). The permittee does not need to re-submit the report(s). However, the permittee shall include a statement certifying prior submission of the respective report(s) and the date of submittal in the first semi-annual report required in this section. [40 CFR 63.1981]
- (b) Beginning no later than September 27, 2021, the permittee who has already been required to submit a design plan under 40 CFR 63.1981(d) shall submit a revised design plan to the Director for approval as follows: [40 CFR 63.1981(e)]
  - (1) At least 90 days before expanding operations to an area not covered by the previously approved design plan.
  - (2) Prior to installing or expanding the gas collection system in a way that is not consistent with the design plan that was submitted to the Director according to 40 CFR 63.1981(d).

- (c) A permittee of a controlled landfill shall submit a closure report to the Director within 30 days of waste acceptance cessation. The Director may request additional information as may be necessary to verify that permanent closure has taken place in accordance with the requirements of 40 CFR 258.60. If a closure report has been submitted to the Director, no additional wastes may be placed into the landfill without filing a notification of modification as described under 40 CFR 63.9(b) of subpart A. [40 CFR 63.1981(f)]
- (d) A permittee of a controlled landfill shall submit an equipment removal report as provided in 40 CFR 60.757(e). The permittee shall submit an equipment removal report to the Director 30 days prior to removal or cessation of operation of the control equipment. [40 CFR 63.1981(g)]
  - (1) The equipment removal report shall contain all of the following items:
    - (i) A copy of the closure report submitted in accordance with 40 CFR 63.1981(f);
    - (ii) A copy of the initial performance test report demonstrating that the 15-year minimum control period has expired, or information that demonstrates that the gas collection and control system will be unable to operate for 15 years due to declining gas flows. In the equipment removal report, the process unit(s) tested, the pollutant(s) tested, and the date that such performance test was conducted may be submitted in lieu of the performance test report if the report has been previously submitted to the EPA's CDX; and
    - (iii) Dated copies of three successive NMOC emission rate reports demonstrating that the landfill is no longer producing 50 Mg or greater of NMOC per year. If the NMOC emission rate reports have been previously submitted to the EPA's CDX, a statement that the NMOC emission rate reports have been submitted electronically and the dates that the reports were submitted to the EPA's CDX may be submitted in the equipment removal report in lieu of the NMOC emission rate reports.
  - (2) The Director may request such additional information as may be necessary to verify that all of the conditions for removal in 40 CFR 63.1957(b) have been met.
- (e) A permittee of a landfill seeking to comply with 40 CFR 63.1959(b)(2) using an active collection system designed in accordance with 40 CFR 63.1959(b)(2)(ii) shall submit to the Director semi-annual reports. The permittee shall submit the report, following the procedure specified in 40 CFR 63.1981(l). For enclosed combustion devices and flares, reportable exceedances are defined 40 CFR 63.1983(c). The semi-annual reports shall contain the information in paragraphs (e)(1) through (8) of this reporting section. [40 CFR 63.1981(h)]
  - (1) Number of times that applicable parameters monitored under 40 CFR 63.1958(b), (c), and (d) were exceeded and when the gas collection and control system was not operating under 40 CFR 63.1958(e), including periods of SSM. For each instance, report the date, time, and duration of each exceedance.
    - (i) Where a permittee subject to the provisions of 40 CFR 63 Subpart AAAA seeks to demonstrate compliance with the operational standard for temperature in 40 CFR 63.1958(c), provide a statement of the wellhead operational standard for temperature and oxygen the permittee is complying with for the period covered by the report. Indicate the number of times each of those parameters monitored under 40 CFR 63.1961(a)(3) were exceeded. For each instance, report the date, time, and duration of each exceedance.

- (2) Description and duration of all periods when the gas stream is diverted from the control device or treatment system through a bypass line or the indication of bypass flow as specified under 40 CFR 63.1961.
- (3) Description and duration of all periods when the control device or treatment system was not operating and length of time the control device or treatment system was not operating.
- (4) All periods when the collection system was not operating.
- (5) The location of each exceedance of the 500 parts per million methane concentration as provided in 40 CFR 63.1958(d), and the concentration recorded at each location for which an exceedance was recorded in the previous month. For location, the permittee shall record the latitude and longitude coordinates of each exceedance using an instrument with an accuracy of at least 4 meters. The coordinates shall be in decimal degrees with at least five decimal places.
- (6) The date of installation and the location of each well or collection system expansion added pursuant to 40 CFR 63.1960(a)(3) and (4), (b), and (c)(4).
- (7) For any corrective action analysis for which corrective actions are required in 40 CFR 63.1960(a)(3)(i) or (a)(5) and that take more than 60 days to correct the exceedance, the root cause analysis conducted, including a description of the recommended corrective action(s), the date for corrective action(s) already completed following the positive pressure or high temperature reading, and, for action(s) not already completed, a schedule for implementation, including proposed commencement and completion dates.
- (8) A permittee required to conduct enhanced monitoring in 40 CFR 63.1961(a)(5) and (6) shall include the results of all monitoring activities conducted during the period.
  - (i) For each monitoring point, report the date, time, and well identifier along with the value and units of measure for oxygen, temperature (wellhead and downwell), methane, and carbon monoxide.
  - (ii) Include a summary trend analysis for each well subject to the enhanced monitoring requirements to chart the weekly readings over time for oxygen, wellhead temperature, methane, and weekly or monthly readings over time, as applicable for carbon monoxide.
  - (iii) Include the date, time, staff person name, and description of findings for each visual observation for subsurface oxidation event.
- (f) The permittee shall submit information regarding corrective actions according to paragraphs (f)(1) and (2) of this reporting section. [40 CFR 63.1981(j)]
  - (1) For corrective action that is required according to 40 CFR 63.1960(a)(3) or (4) and is not completed within 60 days after the initial exceedance, the permittee shall submit a notification to the Director as soon as practicable but no later than 75 days after the first measurement of positive pressure or temperature exceedance.
  - (2) For corrective action that is required according to 40 CFR 63.1960(a)(3) or (4) and is expected to take longer than 120 days after the initial exceedance to complete, the permittee shall submit the root cause analysis, corrective action analysis, and corresponding implementation timeline to the Director as soon as practicable but no later than 75 days after the first measurement of positive pressure or temperature monitoring

value of 62.8 degrees Celsius (145 degrees Fahrenheit) or above, unless a higher operating temperature value has been approved by the EPA Administrator for the well under this subpart or under 40 CFR 60, subpart WWW; 40 CFR part 60, subpart XXX; or a Federal plan or EPA approved and effective state plan that implements either 40 CFR part 60, subpart Cc or 40 CFR part 60, subpart Cf. The EPA Administrator must approve the plan for corrective action and the corresponding timeline.

- (g) Where a permittee subject to the provisions of 40 CFR 63 Subpart AAAA seeks to demonstrate compliance with the operational standard for temperature in 40 CFR 63.1958(c)(1) and a landfill gas temperature measured at either the wellhead or at any point in the well is greater than or equal to 76.7 degrees Celsius (170 degrees Fahrenheit) and the carbon monoxide concentration measured is greater than or equal to 1,000 ppmv, the permittee shall report the date, time, well identifier, temperature and carbon monoxide reading via email to the Director within 24 hours of the measurement unless a higher operating temperature value has been approved by the EPA Administrator for the well under 40 CFR 63 Subpart AAAA or under 40 CFR part 60, subpart WWW; 40 CFR part 60, subpart XXX; or a Federal plan or EPA approved and effective state plan or tribal plan that implements either 40 CFR part 60, subpart Cc or 40 CFR part 60, subpart Cf. [40 CFR 63.1981(k)]
- (h) The permittee shall submit reports electronically to the EPA according to 40 CFR 63.1981(l), (m), and (n).
- (i) The permittee shall comply with the reporting requirements of the general provisions of 40 CFR 63 as applicable.
- (j) The permittee shall also comply with the reporting requirements of Section I of this permit.

II.B.2.c **Condition:**

The permittee shall operate and maintain any affected source, including associated air pollution control equipment and monitoring equipment, in a manner consistent with safety and good air pollution control practices for minimizing emissions. The general duty to minimize emissions does not require the permittee to make any further efforts to reduce emissions if the requirements of this subpart have been achieved. Determination of whether a source is operating in compliance with operation and maintenance requirements will be based on information available to the Director which may include, but is not limited to, monitoring results, review of operation and maintenance procedures, review of operation and maintenance records, and inspection of the source. [40 CFR 63 Subpart AAAA]. [40 CFR 63.1955(c)]

II.B.2.c.1 **Monitoring:**

Records required for this permit condition will serve as monitoring.

II.B.2.c.2 **Recordkeeping:**

The permittee shall document activities performed to assure proper operation and maintenance. Records shall be maintained in accordance with Provision I.S.1 of this permit.

II.B.2.c.3 **Reporting:**

There are no reporting requirements for this provision except those specified in Section I of this permit.

II.B.3 **Conditions on Flare Station Generator Engines**

II.B.3.a **Condition:**

Visible emissions shall be no greater than 20 percent opacity.

[Origin: DAQE-AN157920002-25]. [R307-401-8]

II.B.3.a.1 **Monitoring:**

A visual opacity survey of each affected emission unit shall be performed on a quarterly basis by an individual trained on the observation procedures of 40 CFR 60, Appendix A, Method 9, or other EPA-approved testing method, as acceptable to the Director. If visible emissions other than steam are observed from an emission unit, an opacity determination of that emission unit shall be performed by a certified observer within 24 hours of the initial survey. The opacity determination shall be performed in accordance with 40 CFR 60, Appendix A, Method 9, or other EPA-approved testing method, as acceptable to the Director, for point sources, and in accordance with 40 CFR 51, Appendix M, Method 203C for fugitive emission sources.

II.B.3.a.2 **Recordkeeping:**

The permittee shall record the date of each visual opacity survey and keep a list of the emission points checked during the visual opacity survey. The permittee shall also keep a log of the following information for each observed visual emission: date and time visual emissions observed, emission point location and description, time and date of opacity test, and percent opacity. The records required by this provision and all data required by 40 CFR 60, Appendix A, Method 9 and 40 CFR 51, Appendix M, Method 203C shall be maintained in accordance with Provision I.S.1 of this permit.

II.B.3.a.3 **Reporting:**

There are no reporting requirements for this provision except those specified in Section I of this permit.

II.B.3.b **Condition:**

The permittee shall not operate more than one 30 kW engine at one time.

[Origin: DAQE-AN157920002-25]. [R307-401-8]

II.B.3.b.1 **Monitoring:**

Records required for this permit condition will serve as monitoring.

II.B.3.b.2 **Recordkeeping:**

The permittee shall maintain daily records of operation, maintenance, and testing for each engine. Records shall be maintained in accordance with Provision I.S.1 of this permit.

II.B.3.b.3 **Reporting:**

There are no reporting requirements for this provision except those specified in Section I of this permit.

**II.B.3.c Condition:**

The permittee shall only use diesel fuel (e.g. fuel oil#1, #2, or diesel fuel oil additives) as fuel in the engines. The permittee of affected emission units with a displacement of less than 30 liters per cylinder that use diesel fuel shall use diesel fuel that meets the following ULSD per-gallon standard of 40 CFR 1090.305 for nonroad diesel fuel.

1. Maximum sulfur content of 15 ppm and
2. A minimum cetane index of 40 or a maximum aromatic content of 35 volume percent.

[Origin: 40 CFR 60 Subpart IIII, DAQE-AN157920002-25]. [40 CFR 60.4207, 40 CFR 63 Subpart ZZZZ, R307-401-8]

**II.B.3.c.1 Monitoring:**

Records required for this permit condition will serve as monitoring.

**II.B.3.c.2 Recordkeeping:**

The permittee shall maintain documentation that all diesel fuel meets the specification of 40 CFR 1090.305. Certification of diesel fuel shall be by fuel receipt records from the vendor documenting test results. The diesel fuel purchase invoices and/or certification shall indicate the diesel fuel meets the requirements in 40 CFR 1090.305. Records demonstrating compliance with this condition shall be maintained in accordance with Provision I.S.1 of this permit.

**II.B.3.c.3 Reporting:**

There are no reporting requirements for this provision except those specified in Section I of this permit.

**II.B.3.d Condition:**

The permittee shall comply with the emission standards for new CI engines in 40 CFR 60.4201 for 2007 model year and later stationary CI ICE, as applicable. [40 CFR 60.4204(b)]

If the permittee conducts in-use performance tests on CI ICE, they shall meet the not-to exceed (NTE) standards as indicated in 40 CFR 60.4212. [40 CFR 60.4204(d)]

Modified or reconstructed affected emission units shall meet the emission standards for new nonroad CI ICE in 40 CFR 60.4204(a) through (d) applicable to the model year, maximum engine power, and displacement of the modified or reconstructed non-emergency engine. [40 CFR 60.4204(e)]

[Origin: 40 CFR 60.4204(b), 40 CFR 60.4204(d), 40 CFR 60.4204(e), DAQE-AN157920002-25]. [40 CFR 60 Subpart IIII, R307-401-8]

**II.B.3.d.1 Monitoring:**

- (a) The permittee shall comply by purchasing an engine certified to the emission standards in 40 CFR 60.4204(b) for the same model year and maximum engine power. The engine shall be installed and configured according to the manufacturer's emission-related specifications, except as permitted below. [60.4211(c)]
- (b) If the permittee does not install, configure, operate, and maintain affected emission units and control devices according to the manufacturer's emission-related written instruction, or

changes emission-related settings in a way that is not permitted by the manufacturer, the permittee shall demonstrate compliance as follows, for affected emission units with maximum engine power less than 100 HP:

- (1) Keep a maintenance plan, daily records of conducted maintenance, daily records of any testing performed; and
  - (2) To the extent practicable, maintain and operate the engine in a manner consistent with good air pollution control practice for minimizing emissions;
  - (3) Conduct an initial performance test to demonstrate compliance with the applicable emission standards within 1 year after an engine and control device is no longer installed, configured, operated, and maintained in accordance with the manufacturer's emission-related written instruction, or within 1 year after changing emission-related settings in a way that is not permitted by the manufacturer. [40 CFR 60.4211(g), DAQE-AN157920002-25]
- (c) For modified or reconstructed affected emission units that must comply with the standards specified in 40 CFR 60.4204(e), the permittee shall demonstrate compliance by purchasing, or otherwise owning or operating, an engine certified to the emission standards in 40 CFR 60.4204(e) or by conducting a performance test to demonstrate initial compliance with the emission standards according to the requirements in 40 CFR 60.4212. The test shall be conducted within 60 days after the engine commences operation after the modification or reconstruction. [40 CFR 60.4211(e)].
- (d) The permittee shall follow the applicable general provisions in Table 8 of 40 CFR 60 Subpart III. [40 CFR 60.4218(a)]

II.B.3.d.2

**Recordkeeping:**

Results of monitoring shall be maintained in accordance with Provision I.S.1 of this permit.

II.B.3.d.3

**Reporting:**

There are no reporting requirements for this provision other than those specified in Section I of this permit.

II.B.3.e

**Condition:**

For all affected emission units, except those that are modified, reconstructed, or removed from one existing location and reinstalled at a new location, the permittee shall comply with paragraphs (a) through (b).

- (a) After December 31, 2014, the permittee shall not install non-emergency stationary CI ICE with a maximum engine power of greater than or equal to 19 kW (25 HP) and less than 56 kW (75 HP) that do not meet the applicable requirements for 2013 model year non-emergency engines.
- (b) In addition to the requirements specified in 40 CFR 60.4204, it is prohibited to import stationary CI ICE with a displacement of less than 30 liters per cylinder that do not meet the applicable requirements specified in paragraphs 40 CFR 60.4208(a) through (g) after the dates specified in 40 CFR 60.4208(a) through (g).

[Origin: 40 CFR 60 Subpart III]. [40 CFR 60.4208]

II.B.3.e.1

**Monitoring:**

Records required for this permit condition will serve as monitoring.

II.B.3.e.2

**Recordkeeping:**

The permittee shall keep records of the install date of each affected emission unit and the applicable requirements under 40 CFR 60 Subpart IIII for the respective model year engine. Records shall be maintained as described in Provision I.S.1 of this permit.

II.B.3.e.3

**Reporting:**

There are no reporting requirements for this provision except those specified in Section I of this permit.

II.B.3.f

**Condition:**

The permittee of stationary CI ICE shall operate and maintain stationary CI ICE that achieve the emission standards as required in 40 CFR 60.4204 over the entire life of the engine. [40 CFR 60.4206]

The permittee shall do all of the following, except as permitted in II.B.3.f.1(b):

- (1) Operate and maintain the stationary CI internal combustion engine and control device according to the manufacturer's emission-related written instructions
- (2) Change only those emission-related settings that are permitted by the manufacturer; and,
- (3) Meet the requirements of 40 CFR part 1068, as they apply [40 CFR 60.4211(a)]

[Origin: 40 CFR 60 Subpart IIII]. [40 CFR 60.4208, 40 CFR 60.4211(a)]

II.B.3.f.1

**Monitoring:**

- (a) The permittee shall document activities performed to assure proper operation and maintenance.
- (b) If the permittee does not install, configure, operate, or maintain the engine and control device according to the manufacturer's emission-related written instruction, or the permittee changes emission-related settings in a way that is not permitted by the manufacturer, the permittee shall demonstrate compliance by:
  - (1) Keeping a maintenance plan and records of conducted maintenance; and
  - (2) To the extent practicable, maintain and operate the engine in a manner consistent with good air pollution control practice for minimizing emissions.
  - (3) In addition, if the permittee does not install and configure the engine and control device according to the manufacturer's emission-related written instructions, or the permittee changes the emission-related settings in a way that is not permitted by the manufacturer, the permittee shall conduct an initial performance test to demonstrate compliance with the applicable emission standards within 1 year of such action. [40 CFR 60.4211(g)]

II.B.3.f.2

**Recordkeeping:**

Results of monitoring shall be maintained in accordance with Provision I.S.1 of this permit.

II.B.3.f.3

**Reporting:**

There are no reporting requirements for this provision except those specified in Section I of this permit.

II.C            **Emissions Trading.**  
                  (R307-415-6a(10))

Not applicable to this source.

II.D            **Alternative Operating Scenarios.**  
                  (R307-415-6a(9))

Not applicable to this source.

### **SECTION III: PERMIT SHIELD**

A permit shield was not granted for any specific requirements.

### **SECTION IV: ACID RAIN PROVISIONS**

IV.A            **This source is not subject to Title IV. This section is not applicable.**

## REVIEWER COMMENTS

This operating permit incorporates all applicable requirements contained in the following documents:

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Incorporates DAQE-AN157920002-25 dated March 6, 2025
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1. Comment on an item originating in R307-415-4(3)(b) regarding MSW Landfill:  
Title V requirements for area sources: In accordance with the referenced rule, because the landfill is the emission unit that causes the permittee to be subject to the operating permit program, only requirements applicable to the landfill have been included in the permit. Any requirements applicable to emission units not directly related to the landfill have not been included. [Origin: September 29, 2017] [Last updated September 28, 2023]
  
2. Comment on an item originating in 40 CFR 60 Subpart WWW, 40 CFR 60 Subpart Cf, and 40 CFR 62 Subpart OOO regarding Municipal Solid Waste Landfill  
Removal of 40 CFR 60 Subpart WWW requirements: According to 40 CFR 60.750(d), an affected municipal solid waste landfill shall continue to comply with 40 CFR 60 Subpart WWW until it becomes subject to the more stringent requirements in an approved and effective state or federal plan that implements 40 CFR 60 Subpart Cf. The landfill is now subject to 40 CFR 62 Subpart OOO: Federal Plan Requirements for Municipal Solid Waste Landfills That Commenced Construction on or Before July 17, 2014 and Have Not Been Modified or Reconstructed Since July 17, 2014, which contains the substantive requirements of 40 CFR 60 Subpart Cf, and is therefore no longer subject to the requirements 40 CFR 60 Subpart WWW. Since the requirements of 40 CFR 62 Subpart OOO are now included in the Title V permit, the requirements of 40 CFR 60 Subpart WWW have been removed. [Origin: September 28, 2023]
  
3. Comment on an item originating in 40 CFR 60 Subpart WWW regarding Municipal Solid Waste Landfill  
GCCS: The permittee has submitted a design plan and installed a gas collection and control system that routes all collected gas to an open flare as required in 40 CFR 60.752(b)(2)(i), 60.752(b)(2)(ii)(A), and 60.752(b)(2)(iii)(A). Therefore, those requirements contained in 40 CFR 60 Subpart WWW were not included in the 2023 renewal permit. [Origin: September 28, 2023]
  
4. Comment on an item originating in 40 CFR 63 Subpart ZZZZ and 40 CFR 60 Subpart IIII regarding Flare Station Generators  
40 CFR 63 Subpart ZZZZ applicability: The two (2) 30 kW diesel engines are rated at 40.2 horsepower (hp) each, and were installed after December 7, 2012, and are non-emergency stationary compression ignition RICE as defined in the subpart. Per 40 CFR 63.6590(c)(1), there are no further requirements in 40 CFR 63 Subpart ZZZZ other than meeting the applicable requirements in 40 CFR 60 Subpart IIII.  
  
Per 40 CFR 60.4200(a)(2), stationary compression ignition (CI) internal combustion engines (ICE) that are ordered after July 11, 2005, and manufactured after April 1, 2006 and are not fire pump engines, are subject to Subpart IIII. The two 30 kW diesel engines were permitted in 2025 and are subject to the requirements of 40 CFR 60 Subpart IIII. [Last Updated: March 25, 2025]
  
5. Comment on an item originating in 40 CFR 60 Subpart AAAA regarding Municipal Solid Waste Landfill

The startup, shutdown, and malfunction (SSM) provisions of 40 CFR 63.6(e) of subpart A no longer apply to 40 CFR 63 Subpart AAAA and the SSM plan developed under 40 CFR 63.1964(a) no longer applies. The permittee shall comply with the emissions standards and the operating standards in 40 CFR 63.1958 at all times. [Origin: September 28, 2023]

6. Comment on an item originating in 40 CFR 60 Subpart AAAA regarding Municipal Solid Waste Landfill

The permittee already submitted the following reports under a previous rule: The initial design capacity report in 40 CFR 62.16724(a), initial or subsequent NMOC emission rate report in 40 CFR 62.16724(c), the collection and control system design plan in 62.16724(d), initial annual report in 40 CFR 62.16724(h) and initial performance test report in 40 CFR 62.16724(i). [Origin: September 28, 2023]

7. Comment on an item originating in this permit regarding 2024 Administrative Amendment (DAQ) This administrative amendment corrects a typo in Provision II.B.2.b.1(b) from 40 CFR 63.1959(b)(2)(iii)(B) to 40 CFR 63.1959(b)(2)(iii)(A). The section on emergency provision (I.N) was removed due to a change in Utah state rules. [Origin: February 26, 2024]

# Certificate of License

*The person, firm or corporation below named is hereby granted license (pursuant to the provision of License Ordinance of Fairfield Town) to engage in, carry on or conduct, in Fairfield Town, the business, trade, calling, profession, exhibition, or avocation described as follows.*

Intermountain Regional Landfill (IRL)  
374 East 2400 South  
Fairfield UT, 84013

*Is licensed to do business as:*

Intermountain Regional Landfill (IRL)

*Chalivi McKinney*

*Mayor*

Expires: 06/30/2026

License No.: 117

Date Issued: 07/01/2025

*Stephanie Shalloy*

*Fairfield Town Recorder*

**The certificate must be displayed in a conspicuous place.**



**STATE OF UTAH**  
**DEPARTMENT OF AGRICULTURE AND FOOD**

**Year: 2025**

**Certificate No: 25866**

4315 South 2700 West, TSOB South Bldg, Floor 2, Taylorsville, UT 84129-2128 <http://ag.utah.gov> Phone: 801-982-2200

**CERTIFICATE OF REGISTRATION FOR**

**Weights and Measures Devices**

**ROCKY MOUNTAIN PROCESSING**  
**3110 S 900 W**  
**SALT LAKE CITY UT 84108**



**Devices: Large Scale (2)**

**Registration Expires: 12/31/2025**

## Important Registration Reminders

Your registration is valid until the expiration date listed on this certificate. Approximately 60 days prior to this expiration you will receive a renewal notice.

Listed below are your current mailing and location addresses of record with the division. If you move, it is your responsibility to notify us of any change. To make any address change, please notify us by phone, fax, or mail.

**Fee for Duplicate Certificate: \$15.00**

ROCKY MOUNTAIN RECYCLING  
SERVICES  
PO BOX 26573  
SALT LAKE CITY UT 84126

If you have any questions please visit our web site:

<http://aa.utah.gov/licensing.html>

Mail: Department of Agriculture and Food  
4315 S 2700 W

TSOB South Bldg, Floor 2  
Taylorsville, UT 84129-2128

Phone: (801) 982-2260 Weights and Measures  
Program

Fax: (385) 465-6023

**NOTICE:**

THIS LICENSE MUST BE POSTED  
IN A CONSPICUOUS PLACE.

**CITY OF SOUTH SALT LAKE**

220 E Morris Ave  
South Salt Lake, UT 84115

LICENSE NO.: 1003720

DATE ISSUED: 6/19/2025

**BUSINESS LICENSE**

The below named person or firm is hereby granted a license to  
do business in South Salt Lake, Utah, subject to provisions of  
City Codes, and applicable state or federal regulations.

EXPIRATION DATE: 7/31/2026

DBA:

OWNER: CELLMARK INC

BUSINESS LOCATION: 3110 S 900 W

BUSINESS DESCRIPTION:

COLLECTION & TRANSPORTATION OF RECYCLABLE  
MATERIALS



Business License Official

ROCKY MOUNTAIN RECYCLING SERVICES LLC

CELLMARK INC  
2950 W 900 S  
SLC UT 84104

NAME:  
TO:

THIS LICENSE IS NOT TRANSFERABLE



**TERRY ADDISON**  
FIRE CHIEF

2600 S MAIN ST  
SOUTH SALT LAKE CITY  
UTAH  
84115  
O 801.464.6720  
F 801.464.6733



**CHERIE WOOD**  
MAYOR

220 E MORRIS AVE  
SUITE 200  
SOUTH SALT LAKE  
CITY  
UTAH  
84115  
O 801.464.6757  
F 801.464.6770

# CITY OF SOUTH SALT LAKE PERMIT

Fire Marshal's Office  
(801) 483 - 6043 option 3  
firepermits@sslc.gov

<u>Permit number</u>	<u>Permit type</u>
2340505	<b>Hazardous materials</b>
	<b>Operational</b>
<u>Business name</u>	<u>Business address</u>
Rocky Mountain Recycling Services	3110 S 900 W South Salt Lake, Utah 84119

Project description

**Hazardous materials dispensing/disposing/use site category II.**

<u>Contractor</u>	<u>Contractor address</u>
N/A	N/A
<u>Contractor phone</u>	<u>Contractor email</u>
N/A	N/A

Date of issue: 10/23/24  
Expiration: 10/23/25  
-lf

Submittal date  
9/5/2024

Expiration  
1 year from date of issue

SOUTH SALT LAKE FIRE DEPARTMENT  
CHIEF TERRY ADDISON

RELEASED FOR CONSTRUCTION AS SUBMITTED  
 RELEASED FOR CONSTRUCTION AS NOTED

10/07/2024

APPROVED #2340505

Fire Marshal Approved Steve Chaffin 10/07/2024

Inspections must be scheduled by contacting the Fire Marshal's office. At least 48 hours notice is required prior to the inspection. Be prepared to provide your permit number and inspection type when requesting.

Applicable referenced codes:  
2021 IFC 105.3, 105.3.5, 105.3.7

The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance. The permit or copy shall be kept on the site of the work until the completion of the project.

2021 IFC 105.3 Conditions of a permit. A permit shall constitute permission to maintain, store or handle materials; or to conduct processes that produce conditions hazardous to life or property; or to install equipment utilized in connection with such activities; or to install or modify any fire protection system or equipment or any other construction, equipment installation or modification in accordance with the provisions of this code where a permit is required by Section 105.5 or 105.6. Such permission shall not be construed as authority to violate, cancel or set aside any of the provisions of this code or other applicable regulations or laws of the jurisdiction.

Salt Lake County Health Department  
promotes and protects community  
and environmental health.



SaltLakeHealth.org

**Permit: 35-065588**

Permit Type: **Waste Haulers**  
Service Type: **Solid Waste Hauler Permit Fee**  
Establishment: **ROCKY MOUNTAIN RECYCLING SERVICES**  
**2950 W 900 S**  
**SALT LAKE CITY, UT 84104**  
Owner: **ROCKY MOUNTAIN RECYCLING SERVICES**  
Expires: **12/31/2025**



Scan for  
Inspection Reports

**640-1939**

A handwritten signature in black ink that reads 'Ronald Lund'.

Ron Lund, MPH, LEHS, Environmental Health Director

The above entity is permitted to operate in Salt Lake County subject to the rules and regulations of the Board of Health. This permit is the property of the Salt Lake County Health Department and may be suspended or revoked for cause. Permits are nontransferable and must be posted in a location clearly visible to the public.



**UTAH STATE TAX COMMISSION**

TAXPAYER SERVICES DIVISION 210 N 1950 W, SALT LAKE CITY, UT 84134

Website: [tax.utah.gov](http://tax.utah.gov)

**Sales Tax License and/or Use Tax Certificate of Registration**

ROCKY MOUNTAIN CURBSIDE INC  
ROCKY MOUNTAIN RECYCLING  
3110 S 900 W  
SOUTH SALT LAKE UT 84119-3316

Account Number: 12993981-004-STC

This business is registered to make taxable sales from the incorporated city of:  
**South Salt Lake**

**Outlet: 001 Issued: December 31, 2012 Valid until revoked or cancelled. Post in a noticeable place.**

This business is authorized to make taxable sales, purchase tax free for resale, collect and remit sales and use taxes in the State of Utah. The authority to engage in business is subject to city and/or county business licensing laws and other rules and regulations. This license may be revoked for violations or failure to comply with these laws, rules and regulations. If this business moves, closes or is sold, you must contact the Tax Commission immediately by calling 801-297-2200 or toll free 1-800-662-4335 and return this license to the Tax Commission for cancellation. This license is NOT transferable.

Salt Lake County Health Department  
promotes and protects community  
and environmental health.



SaltLakeHealth.org

**Permit: 35-0015550**

Permit Type: **Waste Processing/Landfill Facility**

Service Type: **Recycle Facility/Private Landfill 700+ tons**

Establishment: **ROCKY MOUNTAIN PROCESSING**

**3110 S 900 W**

**SOUTH SALT LAKE, UT 84115**

Owner: **ROCKY MOUNTAIN RECYCLING INC**

Expires: **05/31/2026**

  
**641-668**  
**Ron Lund, MPH, LEHS**  
**Director, Environmental Health**

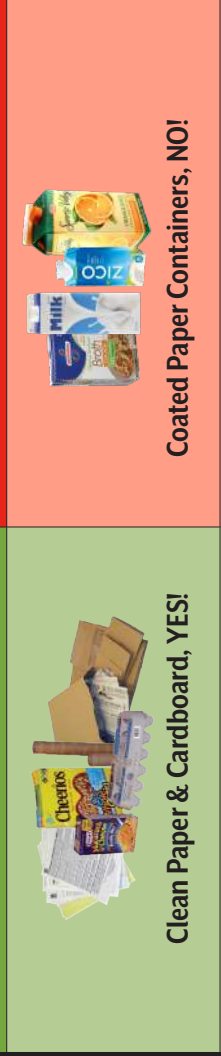
The above entity is permitted to operate in Salt Lake County subject to the rules and regulations of the Board of Health. This permit is the property of the Salt Lake County Health Department and may be suspended or revoked for cause. Permits are nontransferable and must be posted in a location clearly visible to the public.

# West Valley City 2025 Recycling Calendar

Month	Days
JANUARY	S M T W T F S 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
FEBRUARY	S M T W T F S 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28
MARCH	S M T W T F S 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
APRIL	S M T W T F S 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
MAY	S M T W T F S 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
JUNE	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
JULY	S M T W T F S 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
AUGUST	S M T W T F S 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
SEPTEMBER	S M T W T F S 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
OCTOBER	S M T W T F S 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
NOVEMBER	S M T W T F S 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
DECEMBER	S M T W T F S 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

**Yes**

Cardboard, paper, plastic bottles, and cans



Clean Paper & Cardboard, YES!

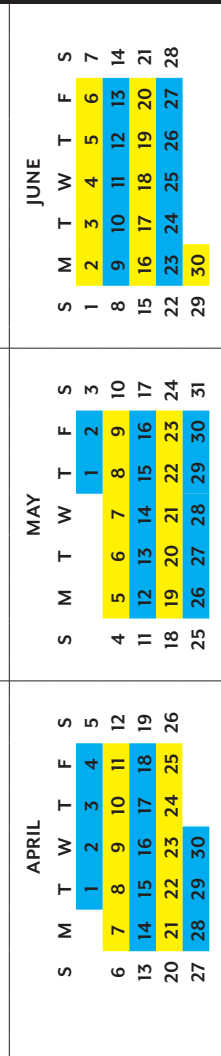
Empty Plastic Bottles & Jugs, YES!



Empty Aluminum & Steel Cans, YES!

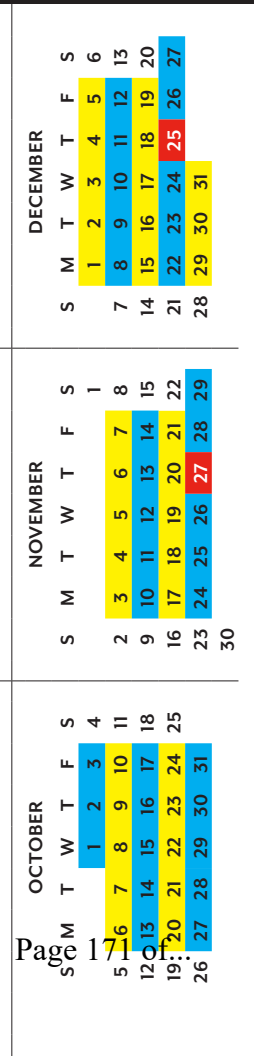
**No**

Plastic bags, food waste, glass, or Styrofoam™



Coated Paper Containers, NO!

Other Plastics & Styrofoam,™ NO!



All Glass, Food & Yard Waste, NO!

Recycle collection occurs every other week on the same day as your trash service. Please make sure all recyclables fit in your recycling container, and place your carts on the curb the night before or by 7:00 AM on your service day.

**DO NOT Bag Items. Keep It Clean. All items must be free of food & liquid.**  
 Questions? Call customer service at (801) 363-9995  
 or email us recycle@acedisposal.com



**HOLIDAYS OBSERVED**  
 When a collection day falls on one of the following holidays, New Year's Day, Independence Day, Thanksgiving Day, and Christmas Day, the collection will be delayed by one day.

**HELP US KEEP UTAH CLEAN!**  
 Visit [www.acedisposal.com](http://www.acedisposal.com) or email us at [recycle@acedisposal.com](mailto:recycle@acedisposal.com)

# Call complaints Received

Scheduled	Created By	Site Name	Quantity	Servicecode	Requested	Note	Status	Text	Completion	Exception	Work Type	Name
7/3/2025	Cheyenne E	West Valley	1	Hand Loadi	Jennifer Co	3283 S 658	Service	Completed			RL	Missed
7/3/2025	Cheyenne E	West Valley	1	Hand Loadi	Joanna Vial	2814 W Sta	Service	Completed			RL	Missed
7/1/2025	Heather Jol	West Valley	1	96 Gallon C	Va Reynold	1970 W 32f	Service	Completed			SL	Missed Pick Up
7/1/2025	Diane Whiti	West Valley	1	96 Gallon C	Josa Roco	4211 S 278	Service	Completed			SL	Missed Pick Up
7/1/2025	Lilly Muir	West Valley	1	96 Gallon C	Leticia Herr	3583 S King	Service	Cor *CEN	Completed due t		SL	Missed Pick Up
7/1/2025	Diane Whiti	West Valley	1	96 Gallon C	Mallissa Ca	3052 W Ro	Service	Completed			SL	Cart Half
7/1/2025	Laura Fergl	West Valley	1	96 Gallon C	Michael Pei	3263 S Moc	Service	Cor *CEN	Completed due t		SL	Cart Late Out
7/1/2025	Josselin Tre	West Valley	1	96 Gallon C	Steven Jam	2740 W Bra	Service	Completed			SL	Missed Pick Up
7/1/2025	Parker Ludl	West Valley	1	96 Gallon C	pl	3870 W Del	Not Service	CAN NOT OUT			SL	Notice
7/8/2025	Parker Ludl	West Valley	1	96 Gallon C	PL	3870 W Del	Service	Completed			SL	Notice
7/15/2025	Parker Ludl	West Valley	1	96 Gallon C	PL	3870 W Del	Service	Completed			SL	Notice
7/22/2025	Parker Ludl	West Valley	1	96 Gallon C	PL	3870 W Del	Service	Completed			SL	Notice
7/1/2025	Diane Whiti	West Valley	1	96 Gallon C	Paige Cowl	5933 Wolf	( Service	Completed			SL	Cart Late Out
7/1/2025	Josselin Tre	West Valley	1	96 Gallon C	Gary Mathi	3494 W 31f	Service	Cor *CEN	Completed due t		SL	Missed Pick Up
7/1/2025	Heather Jol	West Valley	1	96 Gallon C	Gary Mathi	3494 W 31f	Service	Completed			SL	Missed Pick Up
7/1/2025	Laura Fergl	West Valley	1	96 Gallon C	Lee Evans	3175 S 476	Service	Completed			SL	Cart Half
7/1/2025	Diane Whiti	West Valley	1	96 Gallon C	Janett Xiqu	3408 W Cre	Service	Completed			SL	Missed Pick Up
7/1/2025	Laura Fergl	West Valley	1	96 Gallon C	Lou Davis	8 2835 W 36f	Service	Completed			SL	Missed Pick Up
7/2/2025	Heather Jol	West Valley	1	96 Gallon C	Craig Johns	4068 S 308	Service	Cor Can Not Ou	Can Not Ou		SL	Missed Pick Up
7/2/2025	Dallas Mon	West Valley	1	96 Gallon C	Joe Gonzal	4147 W Del	Service	Completed			SL	Missed Pick Up
7/3/2025	Dallas Mon	West Valley	1	Hand Loadi	Lorena Mer	6322 S Oqu	Service	Completed			RL	Missed
7/2/2025	Josselin Tre	West Valley	1	96 Gallon C	Read Curtis	5147 W Sar	Service	Completed			SL	Missed Pick Up
7/2/2025	Diane Whiti	West Valley	1	96 Gallon C	Nicole Davi	2835 W 36f	Service	Completed			SL	Missed Pick Up
7/2/2025	Diane Whiti	West Valley	1	96 Gallon C	Stephney C	6596 S High	Service	Completed			SL	Missed Pick Up
7/2/2025	Josselin Tre	West Valley	1	96 Gallon C	Carolyn We	3642 W Kev	Service	Completed			SL	Missed Pick Up
7/3/2025	Cheyenne E	West Valley	1	Hand Loadi	Candes Enr	3341 W Cre	Service	Completed			RL	Missed
7/2/2025	Josselin Tre	West Valley	1	96 Gallon C	Michael Pei	3263 S Moc	Service	Completed			SL	Missed Pick Up
7/2/2025	Josselin Tre	West Valley	1	96 Gallon C	Kay Ponder	3832 S 360	Service	Completed			SL	Missed Pick Up
7/2/2025	Josselin Tre	West Valley	1	96 Gallon C	Gary Mathi	3494 W 31f	Service	Completed			SL	Missed Pick Up
7/2/2025	Heather Jol	West Valley	1	96 Gallon C	Nereida Re	3653 S 400	Service	Completed			SL	Cart Late Out
7/2/2025	Heather Jol	West Valley	1	96 Gallon C	Kurtis Brad	3644 S Kew	Service	Completed			SL	Missed Pick Up
7/2/2025	Heather Jol	West Valley	1	96 Gallon C	Leticia Herr	3583 S King	Service	Completed			SL	Missed Pick Up
7/2/2025	Diane Whiti	West Valley	1	96 Gallon C	Mike Pham	3654 S Hav	Service	Completed			SL	Missed Pick Up
7/3/2025	Josselin Tre	West Valley	1	96 Gallon C	Elizabeth L	3225 S 440	Service	Completed			SL	Missed Pick Up
7/5/2025	Laura Fergl	West Valley	1	96 Gallon C	Jessica Rey	4211 S Fina	Service	Completed			SL	Missed Pick Up
7/3/2025	Josselin Tre	West Valley	1	Hand Loadi	Kim Chhou	4544 S 400	Service	Completed			RL	Missed
7/5/2025	Heather Jol	West Valley	1	96 Gallon C	Ben Smith	4157 W 38f	Service	Completed			SL	Cart Overload
7/3/2025	Lilly Muir	West Valley	1	Hand Loadi	Susan Paul	4171 S 420	Service	Completed			RL	Missed
7/3/2025	Natalie Ste	West Valley	1	96 Gallon C	Jason Garci	4545 S Cari	Service	Completed			SL	Cart Late Out
7/3/2025	Laura Fergl	West Valley	1	Hand Loadi	Cynitha Coi	4024 W 44f	Service	Completed			RL	Missed
7/3/2025	Laura Fergl	West Valley	1	96 Gallon C	Cynitha Coi	4024 W 44f	Service	Completed			SL	Missed Pick Up
7/3/2025	Laura Fergl	West Valley	1	96 Gallon C	Crystal Lop	3212 S 374	Service	Completed			SL	Missed Pick Up
7/3/2025	Laura Fergl	West Valley	1	96 Gallon C	Katherine P	4164 S 611	Service	Completed			SL	Cart Late Out
7/3/2025	Heather Jol	West Valley	1	Hand Loadi	Maria Nava	2660 W 25f	Service	Completed			RL	Extra Pick Up
7/7/2025	Dirk Klausn	West Valley	1	Hand Loading	Trash Service		Service	Completed			RL	Notice
7/3/2025	Heather Jol	West Valley	1	96 Gallon C	Kadriga Hai	3882 S 526	Service	Completed			SL	Cart Late Out
7/3/2025	Heather Jol	West Valley	1	96 Gallon C	T.J Nelsen	36379 S Che	Service	Completed			SL	Cart Extra Pick Up
7/3/2025	Lilly Muir	West Valley	1	96 Gallon C	Waylon Rec	4149 W Ma	Service	Completed			SL	Missed Pick Up
7/3/2025	Natalie Ste	West Valley	1	96 Gallon C	Waylon Rec	4149 W Ma	Service	Completed			SL	Missed Pick Up
7/5/2025	Monica Mai	West Valley	1	96 Gallon C	Steve Blair	3866 W Mo	Service	Completed			SL	Cart Extra Pick Up
7/5/2025	Reagan Pa	West Valley	1	96 Gallon C	Reagan Pa	3716 S Bus	Service	Completed			SL	Cart Half
7/5/2025	Lilly Muir	West Valley	1	96 Gallon C	Lucky Pantl	4282 S Lon	Service	Completed			SL	Missed Pick Up
7/3/2025	Steve Snyd	West Valley	1	Hand Loadi	steve		Service	Completed			RL	Notice

# Electronic Record of Dumpsters Picked Up

Date	Site Id	Site Name	Quantity	Charge Coc	Service Coc	Amount	Completion	Note	Site Address Line 1
7/2/2025	30650008	Public Worl	1	Haul	Charg	RO40REC	0.01	0.81 Tons	2855 S 3600 W
7/8/2025	30650066	Parks Depa	1	Haul	Charg	RO30T	0.01	1.50 Tons	2729 S 6750 W
7/7/2025	30650008	Public Worl	1	Haul	Charg	RO30T	0.01	0.73 Tons	2855 S 3600 W
7/8/2025	30650065	City Hall -C	0.57	Roll	Off	Dis RO30T	16.96		2700 W 3600 S
7/8/2025	30650065	City Hall -C	1	Haul	Charg	RO30T	157.07		2700 W 3600 S
7/10/2025	30650008	Public Worl	1	Haul	Charg	RO30T	0.01	0.25 Tons	2855 S 3600 W
7/17/2025	30650066	Parks Depa	1	Haul	Charg	RO30T	0.01	1.31 TONS	2729 S 6750 W
7/17/2025	30650008	Public Worl	1	Haul	Charg	RO30T	0.01	1.25 TONS	2855 S 3600 W
7/25/2025	30650066	Parks Depa	1	Haul	Charg	RO30T	0.01	0.77 Tons	2729 S 6750 W
7/28/2025	30650065	City Hall -C	1.62	Roll	Off	Dis RO30T	48.2		2700 W 3600 S
7/28/2025	30650065	City Hall -C	1	Haul	Charg	RO30T	157.07		2700 W 3600 S
7/31/2025	30650008	Public Worl	1	Haul	Charg	RO30T	0.01	1.84 Tons	2855 S 3600 W
7/31/2025	30650066	Parks Depa	1	Haul	Charg	RO30T	0.01	1.21 Tons	2729 S 6750 W
7/1/2025	89880001	West Valley	0.24	Roll	Off	Dis RO30T	7.14		4501 S ORLEANS WAY (3760 W)
7/1/2025	89880001	West Valley	1	Haul	Charg	RO30T	157.07		4501 S ORLEANS WAY (3760 W)
7/1/2025	89880001	West Valley	0.74	Roll	Off	Dis RO30T	22.02		3686 W TOULOUSE ST (4500 S)
7/1/2025	89880001	West Valley	1	Haul	Charg	RO30T	157.07		3686 W TOULOUSE ST (4500 S)
7/1/2025	89880001	West Valley	0.5	Roll	Off	Dis RO30T	14.88		3679 W JASMINE ST (4600 S)
7/1/2025	89880001	West Valley	1	Haul	Charg	RO30T	157.07		3679 W JASMINE ST (4600 S)
7/1/2025	89880001	West Valley	1.25	Roll	Off	Dis RO30T	37.19		3639 W JASMINE ST (4600 S)
7/1/2025	89880001	West Valley	1	Haul	Charg	RO30T	157.07		3639 W JASMINE ST (4600 S)
7/1/2025	89880001	West Valley	0.91	Roll	Off	Dis RO30T	27.07		3642 W TOULOUSE ST (4500 S)
7/1/2025	89880001	West Valley	1	Haul	Charg	RO30T	157.07		3642 W TOULOUSE ST (4500 S)
7/1/2025	89880001	West Valley	0.8	Roll	Off	Dis RO30T	23.8		3732 W TOULOUSE ST (4500 S)
7/1/2025	89880001	West Valley	1	Haul	Charg	RO30T	157.07		3732 W TOULOUSE ST (4500 S)
7/1/2025	89880001	West Valley	1.15	Roll	Off	Dis RO30T	34.21		3718 W BELFORT DR (4550 S)
7/1/2025	89880001	West Valley	1	Haul	Charg	RO30T	157.07		3718 W BELFORT DR (4550 S)
7/1/2025	89880001	West Valley	0.12	Roll	Off	Dis RO30T	3.57		3655 W BELFORT DR (4550 S)
7/1/2025	89880001	West Valley	1	Haul	Charg	RO30T	157.07		3655 W BELFORT DR (4550 S)
7/1/2025	89880001	West Valley	0.93	Roll	Off	Dis RO30T	27.67		4581 S ORLEANS WAY (3760 W)
7/1/2025	89880001	West Valley	1	Haul	Charg	RO30T	157.07		4581 S ORLEANS WAY (3760 W)
7/1/2025	89880001	West Valley	1.53	Roll	Off	Dis RO30T	45.52		3742 W 4560 S
7/1/2025	89880001	West Valley	1	Haul	Charg	RO30T	157.07		3742 W 4560 S
7/1/2025	89880001	West Valley	1.14	Roll	Off	Dis RO30T	33.92		4606 S 3720 W
7/1/2025	89880001	West Valley	1	Haul	Charg	RO30T	157.07		4606 S 3720 W
7/2/2025	89880001	West Valley	0.75	Roll	Off	Dis RO30T	22.31		2996 S COURTNEY DR(4215 W)
7/2/2025	89880001	West Valley	1	Haul	Charg	RO30T	157.07		2996 S COURTNEY DR(4215 W)
7/2/2025	89880001	West Valley	1.39	Roll	Off	Dis RO30T	41.35		4225 W VAL DOWN AVE (3060 S)
7/2/2025	89880001	West Valley	1	Haul	Charg	RO30T	157.07		4225 W VAL DOWN AVE (3060 S)
7/2/2025	89880001	West Valley	1.06	Roll	Off	Dis RO30T	31.54		3072 S ALPINE MEADOWS DR (4380 W)
7/2/2025	89880001	West Valley	1	Haul	Charg	RO30T	157.07		3072 S ALPINE MEADOWS DR (4380 W)
7/2/2025	89880001	West Valley	1.25	Roll	Off	Dis RO30T	37.19		3002 S ALPINE MEADOWS DR (4380 W)
7/2/2025	89880001	West Valley	1	Haul	Charg	RO30T	157.07		3002 S ALPINE MEADOWS DR (4380 W)
7/2/2025	89880001	West Valley	1.19	Roll	Off	Dis RO30T	35.4		2948 S ALPINE MEADOWS DR (4380 W)
7/2/2025	89880001	West Valley	1	Haul	Charg	RO30T	157.07		2948 S ALPINE MEADOWS DR (4380 W)
7/2/2025	89880001	West Valley	0.4	Roll	Off	Dis RO30T	11.9		4251 W ST/ 4251 W STANE AVE (3020 S)
7/2/2025	89880001	West Valley	1	Haul	Charg	RO30T	157.07		4251 W ST/ 4251 W STANE AVE (3020 S)
7/2/2025	89880001	West Valley	1.89	Roll	Off	Dis RO30T	56.23		4303 W ST/ 4303 W STANE AVE (3020 S)
7/2/2025	89880001	West Valley	1	Haul	Charg	RO30T	157.07		4303 W ST/ 4303 W STANE AVE (3020 S)
7/2/2025	89880001	West Valley	1.28	Roll	Off	Dis RO30T	38.08		4324 W VAI 4324 W VAL DOWN AVE (3060 S)
7/2/2025	89880001	West Valley	1	Haul	Charg	RO30T	157.07		4324 W VAI 4324 W VAL DOWN AVE (3060 S)
7/2/2025	89880001	West Valley	0.6	Roll	Off	Dis RO30T	17.85		4348 W CO 4348 W CORTNEY DR(2920 S)
7/2/2025	89880001	West Valley	1	Haul	Charg	RO30T	157.07		4348 W CO 4348 W CORTNEY DR(2920 S)
7/2/2025	89880001	West Valley	0.92	Roll	Off	Dis RO30T	27.37		4357 W ALF 4357 W ALPINE MEADOWS CIR (2975 S)
7/2/2025	89880001	West Valley	1	Haul	Charg	RO30T	157.07		4357 W ALF 4357 W ALPINE MEADOWS CIR (2975 S)
7/4/2025	89880001	West Valley	0.43	Roll	Off	Dis RO30T	12.79		2943 S WH  2943 S WHITE CONY CIR
7/4/2025	89880001	West Valley	1	Haul	Charg	RO30T	157.07		2943 S WH  2943 S WHITE CONY CIR



1 July 2025

West Valley City  
3600 S. Constitution Blvd.  
West Valley, Utah 84119

**RE: January 1, 2025, Through June 30, 2024, Recycle Report**

ACE Recycling & Disposal collected 2,277.58 tons of recycled material from West Valley City from January 1, 2025, through June 30, 2025. This material was hauled to the following recycle facility:

- 1) 2,277.58 tons hauled to Rocky Mountain Recycle Facility.

Of the 2,277.58 tons that were delivered, Rocky Mountain Recycle Facility says 29.87% of the material was trash.

ACE Recycling & Disposal delivered 100% of the recycle material collected from each West Valley resident to a recycle facility.

Sincerely,

Dawn Beagley  
Cell: 801-652-8946  
Email: [dawn@acedisposal.com](mailto:dawn@acedisposal.com)

# WEST VALLEY CITY

## Monthly Trash Weights in Tons

Month	2024	2025
JANUARY	3,262.57	3,274.13
FEBRUARY	3,028.75	2,742.30
MARCH	3,158.69	3,242.43
APRIL	4,268.71	4,133.47
MAY	4,872.87	4,478.57
JUNE	3,905.72	4,036.92
JULY	4,218.64	4,142.05
AUGUST	4,016.77	
SEPTEMBER	3,800.09	
OCTOBER	3,951.59	
NOVEMBER	3,607.83	
DECEMBER	3,539.44	
<b>Total</b>	<b>45,631.67</b>	<b>26,049.87</b>

# WEST VALLEY CITY

## Monthly Recycle Weights in Tons

ACE Recycling & Disposal delivered 100% of your  
recycle material to a Recycle Facility

Month	2024	2025
JANUARY	403.65	408.49
FEBRUARY	360.75	314.03
MARCH	373.45	378.71
APRIL	377.27	403.46
MAY	398.95	404.48
JUNE	333.10	368.42
JULY	400.39	378.28
AUGUST	375.52	
SEPTEMBER	331.69	
OCTOBER	376.11	
NOVEMBER	362.97	
DECEMBER	406.90	
<b>Total</b>	<b>4,500.74</b>	<b>2,655.86</b>

# WEST VALLEY CITY

## Monthly Bulk Weights in Tons

Month	2024	2025
JANUARY	134.57	171.23
FEBRUARY	166.77	161.14
MARCH	188.34	207.58
APRIL	263.56	300.82
MAY	286.63	304.33
JUNE	328.56	294.90
JULY	217.63	247.31
AUGUST	261.40	
SEPTEMBER	266.16	
OCTOBER	256.58	
NOVEMBER	247.56	
DECEMBER	230.85	
<b>Total</b>	<b>2,848.61</b>	<b>1,687.31</b>

# WEST VALLEY CITY

## Monthly Glass Weights in Tons

Month	2024	2025
JANUARY	5.51	0.00
FEBRUARY	6.49	5.56
MARCH	5.76	4.13
APRIL	7.85	3.10
MAY	2.79	5.13
JUNE	5.63	4.11
JULY	5.36	2.81
AUGUST	6.64	
SEPTEMBER	5.17	
OCTOBER	4.44	
NOVEMBER	4.89	
DECEMBER	10.16	
<b>Total</b>	<b>70.69</b>	<b>24.84</b>

# West Valley City

Processor	Month	Year	Recycle Tons	Recycle Price per Ton	Total Amount Due	Due by Ace	Actual Due by City
RMIR	March	2023	343.23	\$ (54.03)	\$ (18,544.72)	\$ (8,580.75)	\$ (9,963.97)
RMIR	April	2023	354.83	\$ (46.35)	\$ (16,446.37)	\$ (8,870.75)	\$ (7,575.62)
RMIR	May	2023	399.81	\$ (43.61)	\$ (17,435.71)	\$ (9,995.25)	\$ (7,440.46)
RMIR	June	2023	390.13	\$ (45.63)	\$ (17,801.63)	\$ (9,753.25)	\$ (8,048.38)
RMIR	July	2023	360.15	\$ (51.60)	\$ (18,583.74)	\$ (9,003.75)	\$ (9,579.99)
RMIR	August	2023	408.15	\$ (56.07)	\$ (22,884.97)	\$ (10,203.75)	\$ (12,681.22)
RMIR	September	2023	355.02	\$ (53.19)	\$ (18,883.51)	\$ (8,875.50)	\$ (10,008.01)
RMIR	October	2023	379.6	\$ (48.45)	\$ (18,391.62)	\$ (9,490.00)	\$ (8,901.62)
RMIR	November	2023	369.16	\$ (49.64)	\$ (18,325.10)	\$ (9,229.00)	\$ (9,096.10)
RMIR	December	2023	369.87	\$ (43.85)	\$ (16,218.80)	\$ (9,246.75)	\$ (6,972.05)
RMIR	January	2024	403.65	\$ (38.36)	\$ (15,484.01)	\$ (10,091.25)	\$ (5,392.76)
RMIR	February	2024	360.75	\$ (37.42)	\$ (13,499.27)	\$ (9,018.75)	\$ (4,480.52)
RMIR	March	2024	373.45	\$ (30.15)	\$ (11,259.52)	\$ (9,336.25)	\$ (1,923.27)
RMIR	April	2024	377.27	\$ (29.28)	\$ (11,046.47)	\$ (9,431.75)	\$ (1,614.72)
RMIR	May	2024	398.95	\$ (22.95)	\$ (9,155.90)	\$ (9,155.90)	\$ -
RMIR	June	2024	333.1	\$ (14.87)	\$ (4,953.20)	\$ (4,953.20)	\$ -
RMIR	July	2024	400.385	\$ (14.91)	\$ (5,969.74)	\$ (5,969.74)	\$ -
RMIR	August	2024	375.52	\$ (18.72)	\$ (7,029.73)	\$ (7,029.73)	\$ -
RMIR	September	2024	331.69	\$ (27.74)	\$ (9,201.08)	\$ (8,292.25)	\$ (908.83)
RMIR	October	2024	376.11	\$ (34.63)	\$ (13,024.69)	\$ (9,402.75)	\$ (3,621.94)
RMIR	November	2024	362.97	\$ (39.06)	\$ (14,177.61)	\$ (9,074.25)	\$ (5,103.36)
RMIR	December	2024	406.9	\$ (36.44)	\$ (14,827.44)	\$ (10,172.50)	\$ (4,654.94)
RMIR	January	2025	408.485	\$ (35.59)	\$ (14,537.98)	\$ (10,212.13)	\$ (4,325.86)
RMIR	February	2025	314.025	\$ (33.10)	\$ (10,394.23)	\$ (7,850.63)	\$ (2,543.60)
RMIR	March	2025	378.705	\$ (29.89)	\$ (11,319.49)	\$ (9,467.63)	\$ (1,851.87)
RMIR	April	2025	403.46	\$ (27.47)	\$ (11,083.05)	\$ (10,086.50)	\$ (996.55)
RMIR	May	2025	404.48	\$ (35.59)	\$ (14,395.44)	\$ (10,112.00)	\$ (4,283.44)
RMIR	June	2025	368.42	\$ (43.14)	\$ (15,893.64)	\$ (9,210.50)	\$ (6,683.14)
RMIR	July	2025	378.28	\$ (44.48)	\$ (16,825.89)	\$ (9,457.00)	\$ (7,368.89)

# West Valley City

## Sort Results

Material Breakdown	2/24/2025	3/28/2025	4/7/2025	5/8/2025	6/4/2025	Average
OCC (Cardboard)	53.75%	53.62%	55.29%	41.51%	55.75%	51.98%
Mixed Paper	4.20%	6.55%	8.24%	5.89%	4.70%	5.92%
PET (Plastic #1)	6.01%	4.83%	4.03%	3.56%	2.84%	4.25%
ABC (Aluminum Cans)	2.25%	1.21%	1.88%	1.10%	2.22%	1.73%
HDPE (Plastic #2)	1.50%	2.07%	1.70%	1.23%	1.36%	1.57%
HDPE Color (Plastic #2)	1.65%	2.41%	1.25%	1.23%	1.36%	1.58%
Tin	1.05%	1.55%	1.08%	1.10%	2.97%	1.55%
Mixed Plastics 3-7	1.35%	2.07%	1.43%	1.23%	1.61%	1.54%
Trash	28.24%	25.69%	25.10%	43.15%	27.19%	29.87%

**Total: 100%**

# West Valley City

Pricing Breakdown

Based on 1000 tons

Material Breakdown	Sorts Avg.	Sellable Material	Market Price	Value	Index Used
OCC (Cardboard)	51.98%	74.13%	\$45.00	\$33.36	July '25 PPI Pacific Northwest High Side
Mixed Paper	5.92%	8.44%	\$27.50	\$2.32	July '25 PPI Pacific Northwest Average of Mixed Paper (\$25) and Residential Mixed Paper (\$30)
PET (Plastic #1)	4.25%	6.07%	\$136.00	\$8.25	80% Of Recycled Markets Average PET Price (\$.085/lb)
ABC (Aluminum Cans)	1.73%	2.47%	\$1,500.00	\$37.05	Recycle Markets Aluminum Cans Price (\$.85) - \$200/ton
HDPE (Plastic #2)	1.57%	2.24%	\$1,060.00	\$23.76	Recycle Markets HDPE Natural Price (.53/lb)
HDPE Color (Plastic #2)	1.58%	2.25%	\$70.00	\$1.58	Recycle Markets HDPE Color Price (\$.035)
Tin	1.55%	2.21%	\$100.50	\$2.22	60% Recycle Markets Tin Cans Price (\$167.5/ton)
Mixed Plastics 3-7	1.54%	2.19%	(\$30.00)	(\$0.66)	Recycle Markets Mixed 3-7 Average Price
Trash	29.87%				
<b>Usable Material</b>	<b>70.13%</b>		<b>Total Value \$</b>	<b>107.88</b>	
Based on 1000 tons	701.26				
Total worth based on 1000 tons	\$ 75,650.69				
<b>Total worth per ton</b>	<b>\$ 75.65</b>				

## Final Breakdown

Processing Cost	\$ 105.00
80% of Total Worth	\$ 60.52
<b>Final Rate per ton</b>	<b>\$ (44.48)</b>

# West Valley City

July 2025

## Rocky Mountain Recycling Tonnage Report

Trade No.	Location	Ship Date	Ticket No.	Ref No.	Equipment No.	Description	Unit Type	Units	Weight(ST)	Price /Per	Amount
499294	WEST VALLEY CI'	07/01/2025	153429	410	4019	Curbside	Loose Del	0	4.49	-44.48 ST	-199.72
499287	WEST VALLEY CI'	07/01/2025	153424	406	4020	Curbside	Loose Del	0	4.19	-44.48 ST	-186.37
499113	WEST VALLEY CI'	07/01/2025	153308	374	4019	Curbside	Loose Del	0	4.39	-44.48 ST	-195.27
499126	WEST VALLEY CI'	07/01/2025	153315	379	4020	Curbside	Loose Del	0	5.21	-44.48 ST	-231.74
202193	WEST VALLEY CI'	07/02/2025	153691	992906	4019	CURBSIDE	Loose Del	0	4.66	-44.48 ST	-207.28
202191	WEST VALLEY CI'	07/02/2025	153689	019962	4018	CURBSIDE	Loose Del	0	1.3	-44.48 ST	-57.82
499349	WEST VALLEY CI'	07/02/2025	153451	417	4018	Curbside	Loose Del	0	3.22	-44.48 ST	-143.23
499389	WEST VALLEY CI'	07/02/2025	153471	419	4019	Curbside	Loose Del	0	5.18	-44.48 ST	-230.41
499447	WEST VALLEY CI'	07/02/2025	153502	432	4018	Curbside	Loose Del	0	3.51	-44.48 ST	-156.12
499489	WEST VALLEY CI'	07/03/2025	153530	454	4019	Curbside	Loose Del	0	4.26	-44.48 ST	-189.48
499559	WEST VALLEY CI'	07/03/2025	153569	464	4072	Curbside	Loose Del	0	5.62	-44.48 ST	-249.98
499560	WEST VALLEY CI'	07/03/2025	153570	465	4019	Curbside	Loose Del	0	2.19	-44.48 ST	-97.41
499619	WEST VALLEY CI'	07/05/2025	153629	522	4020	Curbside	Loose Del	0	5.13	-44.48 ST	-228.18
499621	WEST VALLEY CI'	07/05/2025	153631	524	4019	Curbside	Loose Del	0	4.87	-44.48 ST	-216.62
499634	WEST VALLEY CI'	07/05/2025	153644	537	4020	Curbside	Loose Del	0	4.26	-44.48 ST	-189.48
499635	WEST VALLEY CI'	07/05/2025	153645	538	411	Curbside	Loose Del	0	3.26	-44.48 ST	-145.00
499858	WEST VALLEY CI'	07/07/2025	153791	541	4020	Curbside	Loose Del	0	5.24	-44.48 ST	-233.08
499902	WEST VALLEY CI'	07/07/2025	153813	543	498	Curbside	Loose Del	0	3.36	-44.48 ST	-149.45
499923	WEST VALLEY CI'	07/07/2025	153833	551	4020	Curbside	Loose Del	0	3.84	-44.48 ST	-170.80
499924	WEST VALLEY CI'	07/07/2025	153834	552	498	Curbside	Loose Del	0	3.73	-44.48 ST	-165.91
499970	WEST VALLEY CI'	07/08/2025	153864	569	4070	Curbside	Loose Del	0	4.18	-44.48 ST	-185.93
499973	WEST VALLEY CI'	07/08/2025	153867	570	4020	Curbside	Loose Del	0	4.6	-44.48 ST	-204.61
500076	WEST VALLEY CI'	07/08/2025	153926	589	4020	Curbside	Loose Del	0	3.56	-44.48 ST	-158.35
500087	WEST VALLEY CI'	07/08/2025	153937	600	4070	Curbside	Loose Del	0	4.74	-44.48 ST	-210.84
500088	WEST VALLEY CI'	07/08/2025	153938	601	4020	Curbside	Loose Del	0	0.25	-44.48 ST	-11.12
500261	WEST VALLEY CI'	07/09/2025	154068	626	4020	Curbside	Loose Del	0	3.05	-44.48 ST	-135.66
500269	WEST VALLEY CI'	07/09/2025	154076	634	4070	Curbside	Loose Del	0	4.24	-44.48 ST	-188.60
500189	WEST VALLEY CI'	07/09/2025	154014	611	4070	Curbside	Loose Del	0	4.29	-44.48 ST	-190.82
500190	WEST VALLEY CI'	07/09/2025	154015	612	4020	Curbside	Loose Del	0	4.46	-44.48 ST	-198.38
500404	WEST VALLEY CI'	07/10/2025	154173	664	428	Curbside	Loose Del	0	2.92	-44.48 ST	-129.88
202685	WEST VALLEY CI'	07/10/2025	154157		4020	CURBSIDE	Loose Del	0	2.69	-44.48 ST	-119.65
202652	WEST VALLEY CI'	07/10/2025	154125		4020	CURBSIDE	Loose Del	0	4.81	-44.48 ST	-213.95
202719	WEST VALLEY CI'	07/10/2025	154207	992907	4017	CURBSIDE	Loose Del	0	3.9	-44.48 ST	-173.47
202709	WEST VALLEY CI'	07/10/2025	154195	992909	4017	CURBSIDE	Loose Del	0	4.4	-44.48 ST	-195.71
500455	WEST VALLEY CI'	07/11/2025	154213	685	4070	Curbside	Loose Del	0	4.53	-44.48 ST	-201.49
500462	WEST VALLEY CI'	07/11/2025	154220	691	4020	Curbside	Loose Del	0	5.15	-44.48 ST	-229.07
500476	WEST VALLEY CI'	07/11/2025	154233	696	4020	Curbside	Loose Del	0	0.52	-44.48 ST	-23.13
500527	WEST VALLEY CI'	07/11/2025	154278	716	4047	Curbside	Loose Del	0	0.12	-44.48 ST	-5.34
500529	WEST VALLEY CI'	07/11/2025	154280	718	4070	Curbside	Loose Del	0	5.41	-44.48 ST	-240.64
500728	WEST VALLEY CI'	07/14/2025	154382	739	4070	Curbside	Loose Del	0	4.86	-44.48 ST	-216.17
500726	WEST VALLEY CI'	07/14/2025	154380	738	4020	Curbside	Loose Del	0	2.88	-44.48 ST	-128.10
500567	WEST VALLEY CI'	07/14/2025	154296	730	4070	Curbside	Loose Del	0	5.24	-44.48 ST	-233.08
500580	WEST VALLEY CI'	07/14/2025	154305	731	4020	Curbside	Loose Del	0	4.83	-44.48 ST	-214.84
500882	WEST VALLEY CI'	07/15/2025	154484	778	4020	Curbside	Loose Del	0	4	-44.48 ST	-177.92
500812	WEST VALLEY CI'	07/15/2025	154424	750	4070	Curbside	Loose Del	0	4.98	-44.48 ST	-221.51
500818	WEST VALLEY CI'	07/15/2025	154430	757	4020	Curbside	Loose Del	0	5.15	-44.48 ST	-229.07
500886	WEST VALLEY CI'	07/15/2025	154488	781	4070	Curbside	Loose Del	0	5.11	-44.48 ST	-227.29
500954	WEST VALLEY CI'	07/16/2025	154528	794	4019	Curbside	Loose Del	0	1.49	-44.48 ST	-66.28
500973	WEST VALLEY CI'	07/16/2025	154542	797	4018	Curbside	Loose Del	0	3.69	-44.48 ST	-164.13
500977	WEST VALLEY CI'	07/16/2025	154546	801	4020	Curbside	Loose Del	0	4.26	-44.48 ST	-189.48
500996	WEST VALLEY CI'	07/16/2025	154563	812	4018	Curbside	Loose Del	0	0.83	-44.48 ST	-36.92
501024	WEST VALLEY CI'	07/16/2025	154590	838	4020	Curbside	Loose Del	0	5.02	-44.48 ST	-223.29
501026	WEST VALLEY CI'	07/16/2025	154592	841	4018	Curbside	Loose Del	0	0.94	-44.48 ST	-41.81
501027	WEST VALLEY CI'	07/16/2025	154593	840	4054	Curbside	Loose Del	0	0.47	-44.48 ST	-20.91
501046	WEST VALLEY CI'	07/17/2025	154605	847	4070	Curbside	Loose Del	0	3.12	-44.48 ST	-138.78
501047	WEST VALLEY CI'	07/17/2025	154606	848	4020	Curbside	Loose Del	0	2.95	-44.48 ST	-131.22
501160	WEST VALLEY CI'	07/17/2025	154696	864	4070	Curbside	Loose Del	0	3.1	-44.48 ST	-137.89
501157	WEST VALLEY CI'	07/17/2025	154693	862	4020	Curbside	Loose Del	0	3.12	-44.48 ST	-138.78
501284	WEST VALLEY CI'	07/18/2025	154802	899	4047	Curbside	Loose Del	0	3.67	-44.48 ST	-163.24
501257	WEST VALLEY CI'	07/18/2025	154786	893	4020	Curbside	Loose Del	0	4.7	-44.48 ST	-209.06
501359	WEST VALLEY CI'	07/18/2025	154861	932	4047	Curbside	Loose Del	0	3.37	-44.48 ST	-149.90
501353	WEST VALLEY CI'	07/18/2025	154855	926	4020	Curbside	Loose Del	0	3.99	-44.48 ST	-177.48
501371	WEST VALLEY CI'	07/21/2025	154868	933	4020	Curbside	Loose Del	0	4.56	-44.48 ST	-202.83
501433	WEST VALLEY CI'	07/21/2025	154917	942	4020	Curbside	Loose Del	0	3.57	-44.48 ST	-158.79
501434	WEST VALLEY CI'	07/21/2025	154918	943	4047	Curbside	Loose Del	0	3.2	-44.48 ST	-142.34
501378	WEST VALLEY CI'	07/21/2025	154873	935	4047	Curbside	Loose Del	0	4.99	-44.48 ST	-221.96
501511	WEST VALLEY CI'	07/22/2025	154977	955	4070	Curbside	Loose Del	0	0.36	-44.48 ST	-16.01
501530	WEST VALLEY CI'	07/22/2025	154986	957	4020	Curbside	Loose Del	0	4.41	-44.48 ST	-196.16
501537	WEST VALLEY CI'	07/22/2025	154992	960	4047	Curbside	Loose Del	0	3.62	-44.48 ST	-161.02
501645	WEST VALLEY CI'	07/22/2025	155078	1001	4020	Curbside	Loose Del	0	4.7	-44.48 ST	-209.06
501642	WEST VALLEY CI'	07/22/2025	155075	998	4047	Curbside	Loose Del	0	3.14	-44.48 ST	-139.67
501647	WEST VALLEY CI'	07/22/2025	155080	1003	430	Curbside	Loose Del	0	0.81	-44.48 ST	-36.03
501653	WEST VALLEY CI'	07/23/2025	155084	1004	4058	Curbside	Loose Del	0	1.64	-44.48 ST	-72.95
501707	WEST VALLEY CI'	07/23/2025	155126	1006	4020	Curbside	Loose Del	0	4	-44.48 ST	-177.92
501770	WEST VALLEY CI'	07/23/2025	155173	1015	4041	Curbside	Loose Del	0	2.94	-44.48 ST	-130.77
501782	WEST VALLEY CI'	07/23/2025	155185	1020	4020	Curbside	Loose Del	0	2	-44.48 ST	-88.96
501817	WEST VALLEY CI'	07/23/2025	155220	1042	4041	Curbside	Loose Del	0	3.32	-44.48 ST	-147.67
501808	WEST VALLEY CI'	07/23/2025	155211	1033	4048	Curbside	Loose Del	0	1.73	-44.48 ST	-76.95
501858	WEST VALLEY CI'	07/24/2025	155249	1058	4020	Curbside	Loose Del	0	4.08	-44.48 ST	-181.48
501879	WEST VALLEY CI'	07/24/2025	155264	1061	4073	Curbside	Loose Del	0	4.62	-44.48 ST	-205.50
501929	WEST VALLEY CI'	07/24/2025	155310	1092	4048	Curbside	Loose Del	0	1.25	-44.48 ST	-55.60
501905	WEST VALLEY CI'	07/24/2025	155286	1070	4020	Curbside	Loose Del	0	2.32	-44.48 ST	-103.19
501927	WEST VALLEY CI'	07/24/2025	155308	1090	4073	Curbside	Loose Del	0	3.49	-44.48 ST	-155.24
501958	WEST VALLEY CI'	07/25/2025	155331	1100	4020	Curbside	Loose Del	0	4.53	-44.48 ST	-201.49
501962	WEST VALLEY CI'	07/25/2025	155334	1102	4073	Curbside	Loose Del	0	1.22	-44.48 ST	-54.27
203911	WEST VALLEY CI'	07/25/2025	155576	017904	4020	CURBSIDE	Loose Del	0	4.43	-44.48 ST	-197.05
203913	WEST VALLEY CI'	07/25/2025	155578	992910	4073	CURBSIDE	Loose Del	0	3.36	-44.48 ST	-149.45
204006	WEST VALLEY CI'	07/28/2025	155690	017906	4020	CURBSIDE	Loose Del	0	4.33	-44.48 ST	-192.60
204008	WEST VALLEY CI'	07/28/2025	155692	017905	4020	CURBSIDE	Loose Del	0	5.38	-44.48 ST	-239.30
502122	WEST VALLEY CI'	07/28/2025	155482	1122	4073	Curbside	Loose Del	0	4.84	-44.48 ST	-215.28
203710	WEST VALLEY CI'	07/28/2025	155380		4073	CURBSIDE	Loose Del	0	4.45	-44.48 ST	-197.94

# OSHA's Form 300 (Rev. 01/2004)

## Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 2024

**U.S. Department of Labor**  
Occupational Safety and Health Administrator

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-017

Establishment name

ACE DISPOSAL

City

WEST VALLEY CITY

State

UTAH

Identify the person			Describe the case					Classify the case					Enter the number of days the injured or ill worker was:					Check the "injury" column or choose one illness:					
(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	(G)	(H)	(I)	(J)	(K)	(L)	(M) Injury	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	
								Death	Days away from work	Job transfer or restriction	Remained at work	Away From Work (days)	On job transfer or restriction (days)										
								(G)	(H)	(I)	(J)	(K)	(L)										
1		MAINT.	1/19/2024	SHOP	FOREIGN BODY - EYE				X	0	0	X											
2		SALES	3/27/2024	CLIENT PREMISES	MULTIPLE BODY PARTS, FX, SPRAIN, STRAIN			X		0	130	X											
3		POST TRIP INS	6/5/2024	YARD	SPRAIN/STRAIN, BACK			X		0	5	X											
4		DRIVER	6/15/2024	YARD	SPRAIN/STRAIN, ANKLE			X		0	161	X											
5		MECHANIC	7/18/2024	SHOP	CONTUSION, HEAD AND NECK				X	0	0	X											
6		MECHANIC	7/23/2024	SHOP	CONTUSION, NOSE				X	0	0	X											
7		CAN TECH	8/12/2024	SHOP	SPRAIN/STRAIN, ANKLE			X		0	36	X											
8		Service Tech	8/15/2024	SHOP	CONCUSSION, HEAD AND NECK			X		0	14	X											
9		Service Tech	9/13/2024	SHOP	CHIPPED/BROKEN, TOOTH				X	0	0	X											
10		DRIVER	9/17/2024	CLIENT PREMISES	FRACTURE, ELBOW				X	0	0	X											
11		Service Tech	10/4/2024	SHOP	FOREIGN BODY - EYE				X	0	0	X											
12		MECHANIC	10/8/2024	SHOP	CONTUSION, MULTIPLE BODY PARTS					14	0	X											
13		MECHANIC	10/8/2024	SHOP	STRAIN/SPRAIN, SHOULDER			X		0	8	X											
14		MECHANIC	11/27/2024	SHOP	STRAIN/SPRAIN, SHOULDER			X		0	45	X											
15		MECHANIC	12/5/2024	SHOP	FOREIGN BODY - EYE				X	0	0	X											
16		FABRICATOR	12/13/2024	SHOP	STRAIN/SPRAIN, KNEE			X		0	7	X											
17		POST TRIP INS	12/13/2024	YARD	CONTUSION, HEAD				X	0	0	X											
							<b>0</b>	<b>1</b>	<b>8</b>	<b>8</b>	<b>14</b>	<b>406</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	
													<b>Page totals</b>										

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3641, 2000 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to

Injury  
Skin Disorder  
Respiratory Condition  
Poisoning  
Hearing Loss

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employers former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	1 (H)	8 (I)	8 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
14 (K)	406 (L)

Injury and Illness Types

Total number of... (M)	(1) Injury	(4) Poisoning
17	0	0
(2) Skin Disorder	(5) Hearing Loss	0
0	0	0
(3) Respiratory Condition	(6) All Other Illnesses	0
0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 56 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA, Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name ACE DISPOSAL  
 Street 2274 S. TECHNOLOGY DR.  
 City WEST VALLEY CITY State UTAH Zip 84119  
 Industry description (e.g., Manufacture of motor truck trailers)  
 SOLID WASTE COLLECTION  
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)  
 5 6 2 1 1 1

Employment information

Annual average number of employees 354  
 Total hours worked by all employees last year 736,320

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

BRECKA SCOTT Company executive  
 RISK MANAGER Title  
 801-254-7979 Phone  
 1/30/2025 Date





# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	2 (H)	5 (I)	6 (J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
87 (K)	169 (L)

### Injury and Illness Types

Total number of... (M)	(1) Injury:	13	(4) Poisoning	0
	(2) Skin Disorder	0	(5) Hearing Loss	0
	(3) Respiratory Condition	0	(6) All Other Illnesses	0

### Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.



Year 2022

U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

### Establishment information

Your establishment name ACE DISPOSAL  
 Street 2274 S. TECHNOLOGY DRIVE  
 City WEST VALLEY CITY State UTAH Zip 84119  
 Industry description (e.g., Manufacture of motor truck trailers)  
REFUSE DISPOSAL

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

4 2 1 2  
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)  
 5 6 2 2 1 2

### Employment information

Annual average number of employees 359  
 Total hours worked by all employees last year 754,143

### Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

BRECKA SCOTT Company executive  
RISK MANAGER Title

801-254-7979 Phone 1/30/2023 Date

# OSHA's Form 300A (Rev. 01/2004)

## Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	1 (H)	13 (I)	4 (J)

### Number of Days

Total number of work days away from work	Total number of days of job transfer or restriction
0 (K)	407 (L)

### Injury and Illness Types

Total number of... (M)	(1) Injury	18	(4) Poisoning	0
	(2) Skin Disorder	0	(5) Hearing Loss	0
	(3) Respiratory Condition	0	(6) All Other Illnesses	0

### Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.



Year 2023

U.S. Department of Labor  
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

### Establishment information

Your establishment name ACE DISPOSAL

Street 2274 S. TECHNOLOGY DRIVE

City WEST VALLEY State UTAH Zip 84110

Industry description (e.g., Manufacture of motor truck trailers)  
Refuse Disposal

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)  
4 2 1 2

OR North American Industrial Classification (NAICS), if known (e.g., 336212)  
5 6 2 2 1 2

### Employment information

Annual average number of employees 362

Total hours worked by all employees last year 833,935

Sign here Brecka Scott

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Brecka Scott Company executive Risk Manager Title

801-254-7979 Phone 1/25/2024 Date



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## Ace Recycling and Disposal Safety Policy Manual

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## Ace Recycling and Disposal Safety Policy Manual

The Ace Recycling and Disposal (Ace Disposal) Safety Policy, as well as State and Federal law, make the safety and health of the employees of Ace Disposal the first consideration in operating our business. Safety and health in our business must be a part of every operation and every employee's responsibility at all levels. It is the intent of Ace Disposal to comply with all laws concerning the operation of the business and the health and safety of our employees and the public. To do this, we must constantly be aware of conditions in all work areas that can produce or lead to injuries. No employee is required to work at a job known to be unsafe or dangerous to his/her health. Your cooperation in detecting hazards, reporting dangerous conditions and controlling workplace hazards is a condition of employment. Inform your supervisor immediately of any situation beyond your ability or authority to correct. Employees will not be disciplined or suffer any retaliation for reporting a safety violation in good faith.

It is the policy of Ace Disposal that accident prevention shall be considered of primary importance in all phases of operation and administration. It is the intention of Ace Disposal management to provide safe and healthy working conditions and to establish and insist upon safe practices at all times by all employees.

The prevention of accidents is an objective affecting all levels of our company and its operations. Therefore, it is a basic requirement that each supervisor make the safety of all employees an integral part of his or her regular management function. It is equally the duty of each employee to accept and follow established safety regulations and procedures.

Every effort will be made to provide adequate training to employees. However, if an employee is ever in doubt about how to do a job or task safely, it is his or her duty to ask a qualified person for assistance. Employees are expected to assist management in accident prevention activities. Unsafe conditions must be reported immediately. Fellow employees that need help should be assisted. Everyone is responsible for the housekeeping duties that pertain to their jobs.

Every injury that occurs on the job, even a slight cut or strain, must be reported to management and/or the Safety Manager as soon as possible. Under no circumstances, except emergency trips to the hospital, should an employee leave the work site without reporting an injury. When you have an accident, everyone is hurt. Please work safely. Safety is everyone's business.

### **180 Safety & Health Training**

Training is one of the most important elements of any injury and illness prevention program. This training is designed to enable employees to learn their jobs properly, bring new ideas to the workplace, reinforce existing safety policies and put the injury and illness prevention program into action.

Training is required for both supervision and employees alike. The content of each training class will vary, but each class will attempt to teach the following:

1. The success of Ace Disposal's injury and illness prevention program depends on the actions of individual employees as well as a commitment by the company.
2. Each employee's immediate supervisor will review the safe work procedures unique to that employee's job, and how these safe work procedures protect against risk and danger.
3. Each employee will learn when personal protective equipment is required or necessary, and how to use and maintain the personal protective equipment in good condition.
4. Each employee will learn what to do in case of emergencies occurring in the workplace.

## Ace Recycling and Disposal Safety Policy Manual

Supervisors are vested with special duties concerning the safety of employees. Supervisors are key figures in the establishment and success of Ace Disposal's injury and illness prevention program. They have primary responsibility for actually implementing the injury and illness prevention program, especially as it relates directly to the workplace. Supervisors are responsible for being familiar with safety and health hazards to which employees are exposed, how to recognize them, the potential effects of these hazards, and rules and procedures for maintaining a safe workplace. Supervisors will convey this information to the employees at the workplace, and will investigate accidents according to the accident investigation policies contained in this manual.

### **181 Safety Rules for All Employees**

No one likes to see a fellow employee injured by an accident. Therefore, all operations must be planned to prevent accidents. Failure to obey Ace's safety rules can result in disciplinary action up to and including termination of employment. To carry out this policy, the following rules will apply:

1. All employees shall follow the safe practices and rules contained in this manual and such other rules and practices communicated on the job. All employees shall report all unsafe conditions or practices to the proper authority, including the immediate supervisor on the job, and, if corrective action is not taken immediately, a senior manager, and if corrective action is not taken immediately, a governmental authority with proper jurisdiction over such practices.
2. The Safety Manager shall be responsible for implementing these policies by insisting that employees observe and obey all rules and regulations necessary to maintain a safe work place and safe work habits and practices.
3. Good housekeeping must be practiced at all times in the work area. Clean up all waste and eliminate any dangers in the work area.
4. Suitable clothing and footwear must be worn at all times. This includes steel-toed shoes for all driver and maintenance personnel. Personal protection equipment (hard hats, respirators, eye protection, etc.) will be worn whenever needed.
5. All employees will participate in a safety meeting conducted by the Safety Department at least once every month.
6. Anyone under the influence of intoxicating liquor or drugs, including prescription drugs that might impair motor skills and judgment, shall not be allowed on the job.
7. Horseplay, scuffling, and other acts which tend to have an adverse influence on safety or well-being of other employees are prohibited.
8. No one shall be permitted to work while the employee's ability or alertness is so impaired by fatigue, illness, or other causes that it might expose the employee or others to injury.
9. Employees should be alert to see that all guards and other protective devices are in proper places and adjusted, and shall report deficiencies promptly to the Safety Manager.
10. Employees shall not handle or tamper with any electrical equipment, machinery, or air or water lines in a manner not within the scope of their duties, unless they have received specific instructions.

## Ace Recycling and Disposal Safety Policy Manual

11. All injuries should be reported to the Safety Manager so that arrangements can be made for medical or first aid treatment.
12. When lifting heavy objects, use the muscles of the leg, instead of the muscles of the back.

### **182 Periodic Safety Training Meetings**

Ace Disposal, Inc. has a safety meeting at least once a month. The purpose of the meeting is to convey safety information and answer employee questions. The format of most meetings will be to review special work site hazards, truck safety, serious concealed dangers and safety data sheets (SDS). Each meeting the Safety Manager will review a portion of the company's safe work practices contained in this manual, or other safety related information. When a new practice or procedure is introduced into the workplace, it will be thoroughly reviewed for safety.

Employee attendance is mandatory and is compensated unless part of an official state approved training program or pre-employment requirement.

#### Employee responsibility for training:

Teaching safety is a two-way street. Ace Disposal can preach safety, but only employees can practice safety. Safety education requires employee participation.

The following general rules apply in all situations:

1. An employee should not undertake a job that appears to be unsafe.
2. An employee is not expected to undertake a job until he/she has received adequate safety instructions, and is authorized to perform the task.
3. An employee should not use chemicals without fully understanding their toxic properties and without the knowledge required to work with these chemicals safely.
4. All mechanical safeguards must be kept in place.
5. Employees must report any unsafe conditions to his/her supervisor and the Safety Manager.
6. Any work-related injury must be reported to a member of management at once.
7. All personal protective equipment must be used when and where required. All personal protective equipment must be properly maintained and replaced when necessary.

### **183 Accident Prevention**

Each employee has a personal responsibility to prevent accidents. You have a responsibility to your family, your fellow employees, and to the company. You are expected to observe safe practice rules and instructions relating to the efficient handling of your work.

Employee responsibilities include the following:

1. Know and obey safe practice rules.
2. Report all unsafe conditions or equipment to your supervisor immediately.
3. Don't take chances.
4. Ask questions when there is any doubt concerning safety.
5. Report all injuries immediately, no matter how slight the injury may be.
6. Don't tamper with anything you do not understand.
7. Incorporate safety into every job procedure.
8. Know that disciplinary action may result from a violation of the safety rules.
9. Caution fellow employees when they perform unsafe acts.
10. Don't remove safety devices or signs.
11. Do not back up any vehicle or equipment without checking, using mirrors, visual senses and/or backup cameras, for pedestrians or other equipment.

### **184 Accident Investigation**

A primary tool used by Ace Disposal to identify the areas responsible for accidents is a thorough and properly completed accident investigation. The results of each investigation will be reduced into writing and submitted for review by management and Ace Disposal's insurance risk management advisers (Loss Control Engineers). Make sure to save and preserve all records of everything that anyone gives you, that includes any logs or documents regarding hours. Do not delete cell phone information regarding calls or texts. Every incident/accident will be photographed. A written report may be prepared from notes and diagrams made at the scene, or a tape will be made to record direct eyewitness statements as near to the actual time of the observation as possible. All statements should include the time and date given, and all pictures should be similarly identified. If a formal police report or other official investigation is conducted by any governmental agency, get the name and badge number of the official, or a business card, and find out when a copy of the official report will be available to the public. If you are requested to make a statement, you have the right to have the company attorney attend with you at no cost to you.

A complete accident report will answer the following questions:

1. WHAT HAPPENED? The investigation report should begin by describing the accident, the injury sustained, the eyewitnesses, the date, time and location of the incident and the date and time of the report.

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Remember: who, what, when, where and how are the questions that the report must answer.

2. **WHY DID THE ACCIDENT OCCUR?** The ultimate cause of the accident may not be known for several days when all the data is analyzed. However, if an obvious cause suggests itself, include your conclusions as a hypothesis at the time you give your information to the person in charge of the investigation.

3. **WHAT SHOULD BE DONE?** Once a report determines the cause of the accident, it should suggest a method for avoiding future accidents of a similar nature. This is a decision by the Safety Manager and the supervisor, as well as top management. Once a solution has been adopted, it is everyone's responsibility to implement it.

4. **WHAT HAS BEEN DONE?** A follow up report will be issued after a reasonable amount of time to determine if the suggested solution was implemented, and if so, whether the likelihood of the same type of accident has been reduced.

### **185 Emergencies**

Ace Disposal requires that during every emergency an organized effort be made to protect personnel from further injury and to minimize property damage; in that order.

All of Ace Disposal's resources can be made available to respond to an emergency. Each supervisor must know what to do during an emergency in his or her area and must be certain that his or her employees understand their roles.

#### **Supervisor Responsibilities**

During an emergency, the supervisor must fulfill the following:

1. Ensure that those under his or her supervision are familiar with the plan for the building, particularly the recommended exit routes and how to report an emergency.
2. Render assistance to the person in charge during an emergency, as required.
3. Maintain familiarity with the shutdown procedures for all equipment used by those under his or her supervision.
4. Know the location and use of all safety equipment on his or her floor.
5. Keep employees from re-entering an evacuated area until reentry is safe.

#### **Employee Responsibilities**

Employees, other than emergency response groups or teams, involved in any emergency greater than a minor incident are expected to act as follows:

1. If there is threat of further injury or further exposure to hazardous material, remove all injured persons, if possible, and leave the immediate vicinity. If there is no threat of further injury or exposure, leave seriously injured personnel where they are.
2. Report the emergency immediately by telephone. State what happened, the specific location, whether anyone was injured, and your name and telephone number.
3. Proceed with first aid or attempt to control the incident, only if you can do so safely, and have been trained in first aid or the emergency response necessary to control the incident.
4. Show the ranking emergency response officer where the incident occurred, inform him or her of the

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hazards associated with the area, provide any other information that will help avoid injuries and do as he or she requests.

### **186 Exit Corridors**

Exit corridors must not be used for storage. The Life Safety Code, NFPA 101, requires that buildings designed for human occupancy must have continuous and unobstructed exits to permit prompt evacuation of the occupants and allow necessary access for responding emergency personnel. The intent of the Code is to keep exits free from obstructions and clear of combustible materials. Attention to housekeeping, therefore, is very important. Temporary storage of furniture, equipment, supplies, or anything else is not permitted in exit ways. Combustibles, including recyclable waste paper, are not permitted in exit ways.

### **187 Fire Safety**

Portable fire extinguishers are provided in adequate numbers and type and are located throughout the facility. Fire extinguishers are mounted in readily accessible locations. Fire extinguishers are recharged regularly and the date of the last inspection noted on their tag.

Fire extinguishers must remain accessible at all times. Means of egress should be kept unblocked, well lighted and unlocked during work hours. Excessive combustibles (paper) may not be stored in work areas.

Aisles and hallways must be kept clear at all times. Designated employees have been trained to respond to a fire or other emergencies. Workplaces are to be kept free of debris, floor storage and electrical cords.

Adequate aisle space is to be maintained. File cabinet drawers should be opened one at a time and closed when work is finished.

Employees not involved in the emergency must stay away from the scene and follow the instructions issued over the public-address system or directly from the person in charge. The sounding of a fire bell means immediate evacuation by the nearest exit. Employees must not reenter an area that they have evacuated until notified that it is safe to return.

#### **Fire Department:**

The community fire department is responsible for protecting people and property from fires, explosions, and other hazards through prevention and expeditious control of such events. In addition, the fire department provides first response rescues and transportation services in medical emergencies.

The fire department's inspection staff is responsible for ensuring companywide compliance with fire safety and protection requirements and for reviewing all plans and procedures for compliance with these requirements, for inspecting and testing automatic fire protection and alarm systems and ensuring their maintenance and repair, for conducting fire safety and protection inspections, and for providing fire prevention recommendations. Other responsibilities include training employees in fire safety equipment, practices and procedures.

All these fire protection and response functions are performed in conformance with OSHA regulations, state laws and statutes, nationally recognized standards and guidelines for fire and life safety. The Fire Chief and the Fire Marshall have the authority to enforce applicable requirements of the Uniform Building Code, the Uniform Fire Code, National Fire Protection Association Codes Standards and Recommended Practices, the National Fire Protection Life Safety Code, and the fire protection provisions of OSHA

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Orders.

All employees must immediately report fires, smoke or potential fire hazards to the fire department.

All employees must conduct their operations in such a way as to minimize the possibility of fire. This means applying rules such as keeping combustibles separated from ignition sources, being careful about smoking, and avoiding needless accumulations of combustible materials.

Supervisors are responsible for keeping their operating areas safe from fire. The Safety Manager and the fire department will provide guidance and construction criteria with respect to fire and life safety as well as inspections. The provision and maintenance of fire detection systems and both automatic and manual fire extinguishing equipment is the responsibility of the Safety Manager. The supervisor, who best knows the day-to-day nature of his or her operations, is responsible for notifying the Safety Manager of operations that change the degree of fire risk and will therefore require a change in the planned fire protection provisions.

Supervisors must ensure that their personnel are properly instructed regarding potential fire hazards involved in their work and around their workplaces, the proper precautions to minimize fires, and the procedures in case of fire. The local fire department and the Safety Manager also offer formal course and training materials on fire prevention and response:

1. Fire Safety
2. Fire Extinguisher Operation
3. Self-Contained Breathing Apparatus

Fire hydrants are maintained for emergency use by the fire department. They must be kept accessible and in good working condition.

### **188 Child Safety Policy**

**SAFETY FIRST!** That is our top priority in the community. Garbage trucks are magnets for curious children. They are fascinated by the garbage and recycling trucks and how they work. We love their curiosity, but more importantly, their safety. Here are driving rules when it comes to children and other pedestrians:

- Always keep children and pets at a safe distance when operating the truck.
- DO NOT let children help or assist in loading any garbage into the truck. In addition to moving truck parts, debris can fall out of the truck when its contents are being compressed.
- Keep eye contact. There are numerous areas where visibility is restricted for you. If you can't see him/her in the eyes, they most likely cannot see you.
- DO NOT allow them to follow the truck on route. Examples include: walking, running, biking, skate boarding, roller skating, and following on scooters
- DO NOT lose sight of children when driving, on route. Children are the most unpredictable pedestrians.
- Stay calm and courteous when interacting with children.
- **Counting** children when entering circles and dead ends.

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- Slowdown in high pedestrian areas.
- If you have an issue with kids not wanting to listen, we have a shutdown policy. Turn the truck off call the office and the office will call the city or if needed the local authorities.
- Call into dispatch with any close calls or interactions you may have on route.
- Double check crosswalks and cover your brake pedal when approaching crosswalks.
- Watch out for children in “HOT SPOTS” examples include: school bus loading zones, all schools, playgrounds and parks.
- Look out for signs of LIFE when on route. Look for things you would expect a kid to be around. Examples: basketball hoops, swing sets, bikes on the ground, hockey or soccer nets in yards and streets, snow sleds and snowmen.
- Be aware of the season you are in. More children will be out during the summer months than any other season of the year. Riding their bikes and dashing along street enjoying the break and the weather.

It takes our trucks about three times as long to stop as a passenger car. Take the time to focus on the task at hand when in areas that you may have children in. Using these tips will help minimize the risk factors you may encounter. Also, it's easier to EDUCATE a child than it is to EXPLAIN to a parent!

### **189 Company Vehicles**

Ace Disposal requires that an operator hold a valid driver's license for the class of vehicle that he/she is authorized to operate.

Ace Disposal's company furnished vehicles are restricted to official company business only. These vehicles are limited to the use of properly authorized personnel. Use of an official vehicle for an employee's personal convenience or benefit constitutes misuse and is prohibited. Employees who misuse company vehicles are subject to disciplinary action and financial responsibility for any accident.

Drive safely. If vehicles are used during the workday, seat belts and shoulder harness are to be worn at all times. Vehicles must be locked when unattended to avoid criminal misconduct. Do not exceed the speed limit. Vehicles must be parked in legal spaces and must not obstruct traffic. All employees must practice defensive driving. Employees should park their vehicles in well lighted areas at and or near entrances to avoid criminal misconduct.

All drivers of company vehicles are responsible for reporting any damage or deficiency to their supervisor. Repairs, adjustments, and maintenance can only be accomplished if the driver adequately documents and reports these items. Failure to report unsafe vehicle conditions can result in an accident.

#### **ACCIDENTS:**

Any accident involving company vehicles [including private, rented, or leased vehicles used on official company business] must be reported to the driver's supervisor. If the driver is unable to make a report, another employee who knows the details of the accident must make the report.

It is Ace Disposal's policy that employees should not admit to responsibility for vehicle accidents occurring while on official business. It is important that such admissions, when appropriate, be reserved for the company and its insurance carrier. The law requires that each driver involved in a vehicle accident

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must show his/her license on request by the other party. Be sure to obtain adequate information on the drivers involved as well as on the owner of the vehicles. Names, addresses, driver's license numbers, vehicle descriptions, and registration information are essential. In addition, a description of damages is needed for completion of accident reports. If the accident is investigated by offsite police agencies, request that a copy of the police report be sent to Ace Disposal, Inc., or obtain the name and department of the investigating officer. A printed card titled "In Case Of Accident" is to be kept in each official vehicle to assist in collecting required information.

In case of collision with an unattended vehicle or other property, the driver of the moving vehicle is required by law to notify the other party and to exchange information pertaining to the collision. If unable to locate the other party, leave a note in or attached to the vehicle or property. The note will have your name, address, and vehicle license number.

### **190 Performance Incentive**

The purpose of the Performance Incentive Pay is to reward employees that adhere to the safety, customer service and equipment maintenance standards of the company.

#### Overview

1. A wage bonus of \$.50 per hour or \$4.00 per day will be awarded to an employee that adheres to the performance measures as stated below. Overtime will be included. These measures are by no means conclusive.
2. Eligible employees will be drivers and shop personnel.
3. The bonus will be earned on a quarterly basis and be paid bi-weekly with the regular payroll.
4. The wage bonus will be effective the first quarter after your 90 days is up.
5. This will either be increased to 100% or decreased to 0% of the performance bonus for the following quarters.
6. This is a onetime wage bonus. The performance incentive will not be accruing.
7. The quarters will be:
  1. Quarter 1 January 1
  2. Quarter 2 April 1
  3. Quarter 3 July 1
  4. Quarter 4 October 1
8. The wage bonus earned in the current quarter will be awarded in the following quarter.
9. All eligible employees upon completing a successful 1st quarter (initial 90 days) with no incidents will move up to the full incentive pay of \$.50 per hours or \$4.00 per day for the 2nd quarter.
10. If during the quarter an eligible employee has an incident, they will continue to receive the performance incentive until the end of the quarter. Then their wages will revert back to what the wages were before the performance incentive for the following quarter.
11. The eligible employee must then be incident free for the following quarter to earn back the performance incentive.
12. This is a performance bonus only. Other disciplinary measures up to and including termination may be instituted by the management. These lists are to be used as a guideline only and are no means totally conclusive. They may be added to or deleted from at any time.

#### Performance Incentive Measures:

- A. Safety
  1. Accidents
    - a. Personal Injury due to negligence.

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- b. Property Damage (Ace Disposal's or others)
    - c. Issues
  - 2. Distractions.
    - a. Cell phone or excessive phone usage.
    - b. Reading route sheet while driving.
- B. Other issues.
  - 1. Excessive absenteeism or tardiness.
  - 2. Yard speed.
  - 3. Fuel spillage.
  - 4. Excessive oil spillage.
  - 5. Littering company property.
  - 6. Tardy or unexcused absences from the safety meeting.
  - 7. Work area housekeeping. (Trucks or shop bays)
  - 8. Driving complaints.
  - 9. Landfill complaints.
- C. Unsafe Behavior
  - 1. Failure to use safety equipment.
    - a. Personal protective equipment.
    - b. Hard hats.
    - c. Safety footwear.
    - d. Visibility apparel.
    - e. Safety glasses where required.
    - f. Fall safe equipment.
    - g. Seat belts.
    - h. Proper lifting, jacking and stability equipment.
    - i. Shop safety equipment.
  - 2. Horseplay.
  - 3. Failure to report an incident/accident.
  - 4. Any safety violation as per company safety manual.
  - 5. Any issues the management or safety committee members observe.
- D. Customer Service
  - 1. Excessive service complaints.
    - a. Missed pickups.
    - b. Poor customer relations.
    - c. Not letting your supervisor know of problems on route.
- E. Supervisor communication
  - 1. Route maintenance.
    - a. Routes not in order.
    - b. Not following route sheets.
    - c. Not reporting route equipment issues.
    - d. Any issues the management observes.
- F. Equipment Maintenance
  - 1. Shop housekeeping.
  - 2. Vehicle housekeeping.
  - 3. Equipment abuse.
    - a. Excessive repairs to vehicle.
    - b. Above average fuel consumption.

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- c. Equipment damage.
- d. Negligent repair work.
- e. Any issues the management observes.

### **191 Prescription Use**

It is the policy of Ace Disposal that you report any use of prescription that will affect your ability to operate equipment safely to the Safety or HR department. This is to protect yourself and others from any harm. If you are using any prescription drug that may alter your ability to operate safety sensitive equipment, or be around it safely, you need to report it. It is illegal to operate equipment under the influence of drugs and/or alcohol. Employees should report any prescription or non-prescription medication and or substances, that may otherwise alter or impair an individual for their ability to drive any vehicle while on company time, this policy is for CDL holders, anyone in a safety sensitive job as well as employees that drive their personal vehicles on company time. Such reporting shall continue to ensure safe driving measures.

### **280 Department of Transportation (DOT) Introduction**

You must have a Class B Commercial Driver's License (CDL) with an air brake endorsement to operate any single vehicle or combination of equipment with a gross vehicle weight rating (GVWR) of 26,001 or more pounds. All of Ace Disposal's trucks require a Class B CDL to operate unless on company property with permission from the President. If you hold a Class A CDL, this is greater than a Class B and is considered acceptable. You must be 21 to hold a driver position for Ace Disposal, although you may hold a CDL at age 18.

It is the duty of the employee to learn and keep up to date of all CDL regulations. In the following pages, there is information to help you maintain your driving privileges, although this is not a complete rule book, you may find one at any local Division of Motor Vehicles.

New hires that possess a CDL will be required to register for the Federal Motor Carrier Safety Administration's (FMCSA) Clearinghouse on or before the day they were hired. This is mandated by the FMSCA. They will be required to provide a consent to Ace Disposal to run their drug and alcohol history. This is mandatory for every CDL Driver. Everyone who possesses a CDL will be required to sign a consent form to run multiple unlimited queries throughout their employment at Ace. Drivers may also be asked to register on the site itself to run "full queries". The FMSCA Clearinghouse is a check for CDL drivers who have violated DOT drug and alcohol laws. Refusal to provide your consent to this request will result in you being prohibited from operating a commercial motor vehicle or performing other safety-sensitive functions in accordance with 49 C.F.R. 382.703(c). Employees who do not consent could be subject to discipline including up to termination. The FMSCA requires Ace Disposal to run a limited query on every CDL driver once a year. Drivers may or may not be informed at what time this limited query will take place.

#### Guidelines for hours of service

1. You must not go over 60 hours in 7 days or 70 hours in 8 days. Drivers must take responsibility to know how many hours they can work on a Saturday. Log books are available if you would like to log your hours for the week. Please notify your supervisor if you are in jeopardy of violating these provisions.

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2. You must take 10 hours off duty before starting again. Do not punch in before the 10<sup>th</sup> hour since your last punch out time.
3. You must take a 30-minute lunch before the 8<sup>th</sup> hour while on duty. This must be noted on your route sheet. If you must fill out a log for the day your lunch time must be marked as “on duty not driving.”
4. November 2014-34 hr. restart rule: you must be off duty for 34 hrs.
5. Penalties: allowing a driver to drive 3 hours or more beyond the driving time limit is considered an egregious violation and will be subject to the maximum civil penalties to driver and company. (\$11,000 fine per violation)
6. All drivers must fill out a daily log sheet if he/she is on the clock for more than 12 hours for that day. It must be turned in at the end of your shift.
7. Failure to follow these rules will also lead to progressive disciplinary action from Ace Disposal.

**281 Driving Record Motor Vehicle Report (MVR)**

Ace Disposal follows strict standards to maintain a high safety grade. There may be certain times where these standards are over ruled due to extenuating circumstances. **It is the employee’s obligation as a CDL holder to make sure the company is aware of any new violations/citations that are received.**

Once a year Ace Disposal holds a companywide Motor Vehicle Report (MVR) compliance review; this is to make sure all drivers are within compliance of these standards. Please be up front with all violations that are given. It is also the employee’s responsibility to make sure that you comply with the DMV/DLD guidelines to make sure your license is valid. This includes keeping a valid DOT medical card and making sure to self-certify with the DMV/DLD. If your MVR is out of compliance, discipline will be taken. **It is the employee’s responsibility to make sure that she/he is compliant with the DMV/DLD and your license and DOT medical card are valid.**

The following table represents the current standards; keep in mind that these may be altered at any time without notice. As well as meeting the standards from the table below, to be employed at Ace as a CDL driver, you must have at least two years commercial driving experience

**Driver cannot have more than:**

Type	Drivers between age 25 & UP	Drivers between age 21 - 24
<b>Type A Violations (e.g. DUI, Reckless driving, negligent driving)</b>	None in past 5 years	None in past 7 years
<b>"At-Fault" Accidents</b>	1 Accident in the past 3 years	None in past 3 years
<b>Moving Violations</b>	2 violations in 3 years	1 in past 3 years
<b>Combination of Accidents and/or Violations</b>	2 <b>total</b> violations/accidents in the past 3 years.	1 in past 3 years

**282 Pre/Post Trip Inspections**

In order to obtain a CDL you will be required to pass a pre-trip inspection test. You will be tested to see if you know whether your vehicle is safe to drive. As an Ace employee, you will find that our pre/post trip inspections are much more extensive due to the nature of the truck. This company specific pre/post-trip

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will be taught to you during your initial training. By performing a proper pre/post trip every day you will minimize the chance of getting an "out of service" ticket from a DOT officer. **If you are to receive an "out of service" ticket due to negligence, there will be consequences.** If you feel you need more instruction with a pre/post trip inspection, please see the safety manager.

### PRE-TRIP PROCEDURES

This process ensures an efficient, thorough inspection.

#### PRE-STARTING TRUCK

1. Look under truck as you approach it for any leaks
2. Put your stuff in truck
3. Check all fluid levels (water, oil, trans, fuel, power steering, hydraulic, washer)
4. Start truck
5. Turn on all lights

#### WALK-AROUND

6. Do your walk around with a flashlight (minimum checklist)
  - a. All lights working and clean
  - b. Check visible hoses for defects
  - c. Exhaust is secure. No rust or black soot
  - d. All tires have good tread, pressure is good, no defects
  - e. Lug nuts are tight and rims show no rust marks, spider marks or defects
  - f. Check all suspension parts for cracks or loose bolts, or defects
  - g. Check all brakes for proper adjustment. Check brake cans for defects
  - h. Check wheel seal fluid level, any wheel seals leaking
  - i. Check windshields, mirrors for cracks. Make sure they're clean and secure
  - j. Check fuel tank is secure. No missing bolts
  - k. Frame is not cracked and bolts are not missing
  - l. Tailgate chocks in place (rollers are not damaged)
  - m. Check arm and forks, grabbers with flashlight. Look for leaks, cracks, missing parts etc.
  - n. Look for body damage (note this on VCR)
  - o. Fire extinguisher charged, and mounted securely

#### BRAKE TEST

7. Do your brake test
  - a. Turn truck off then turn the key to the on position without starting truck
  - b. Release parking brake
  - c. Push on brake pedal for 1 minute. Air pressure should not drop more than 3 PSI. Listen for any kind of air leaks
  - d. Pump brake pedal until low air light comes on (around 60 PSI)
  - e. Continue to pump brakes down until parking brake pops out (around 30 PSI)
  - f. Start truck and let the air build back up

#### CAB INSPECTION / SAFETY

8. Check heater and A/C
9. Check windshield wipers and sprayer
10. Inspect seatbelt
11. Back-up camera working

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12. Seat is working properly
13. Have 2 wheel chocks
14. Have safety triangles
15. Have a spill kit or some floor dry
16. Have all your PPE
17. Run all hydraulic operations, arm, forks, blade, hoist and etc.
18. Fasten seatbelt

### **283 Drug & Alcohol Testing**

We are committed to making Ace a safe, efficient, and productive work environment for all employees. There can be serious safety and health risks if an employee uses or is under the influence of drugs or alcohol on the job. We may ask job applicants and employees to provide body substance samples, such as urine and/or blood. We will use the samples to check for the illegal or illicit use of drugs and alcohol. If you refuse to be tested for drugs, you may be subject to disciplinary action, up to and including termination of employment.

The Federal Motor Carrier Safety Administration announced in the Federal Register on December 27, 2019, that the minimum annual percentage rate for random drug testing will increase from 25% of the average number of driver positions to 50% of the average number of driver positions. This change, which becomes effective January 1, 2020, is pursuant to requirements found in 49 CFR 382.305.

This policy pertains to anyone who conducts safety sensitive functions. If you hold a Commercial Driver's License (DOT) or work in the can shop or shop (Non-DOT), this policy pertains to you.

#### **As a safety-sensitive employee you must NOT...**

- Use or possess alcohol or any illicit drug while you are on company time.
  - Report for work, or remain on duty if you:
    - Are under the influence or impaired by alcohol
    - Have a blood alcohol level higher than .00 BAC or greater
    - Have used any illicit drug
  - Report for work or remain at work when using any controlled substance unless used pursuant to the instructions of an authorized medical practitioner and the company has approved the use of it as well.
  - Refuse to submit to any test for alcohol or controlled substance.
  - Refuse to submit to any test by adulterating or substituting your specimen.

#### **Circumstances under which you will be tested for Drugs/Alcohol:**

- Pre-employment
- Reasonable Suspicion/Cause
  - Any manager or company official may ask you to take an alcohol or drug test under suspicion that you are violating DOT or company policy. Suspicion may be determined by your behavior, speech, appearance, body odor, and/or performance indicators.
- Random
  - Random testing occurs once a month through our consortium. You are put into a pool of employees, and a percent of the employees are randomly chosen to take a drug and/or alcohol test.

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### -Return-to-duty

- If you violate any drug or alcohol policy, and you are allowed to return to work, you have to pass an alcohol and drug test before doing so. You are also subject to unannounced follow-up tests at least 6 times in the first 12 months following your return to safety sensitive work.

### -Follow-up

- Follow-up testing is determined by a SAP (substance abuse professional) and may continue for up to 5 years.

### -Post Accident

- If you are involved in any kind of accident a post-accident test will be required. You will have to take a drug and alcohol test. You are also required to remain available for at least 24 hours for this testing, and are not permitted to refuse testing. Incidents will be tested at manager's discretion depending on severity or frequency.

When you are tested for drugs you will be required to give a urine sample; this may or may not be observed.

### **Types of Drugs you will be tested for:**

#### **DOT:**

Amphetamines  
MDMA/MDA Ecstasy  
Marijuana  
Cocaine  
Opiates  
Phencyclidine

#### **Non-Dot:**

Amphetamines  
Barbiturates  
Benzodiazepines  
Marijuana  
Cocaine  
Methadone  
Opiates  
Phencyclidine  
Propoxyphene

If there is a suspicion of drug or alcohol use before, during, or after your shift, you will immediately be removed from your safety sensitive function and be suspended until results have been confirmed. If you hold a CDL, your positive test or refusal of a test, will go on your record. Depending on manager's discretion, you may be terminated. If you are not terminated, as a DOT driver, you will not be able to return to work until you complete the following:

- Undergo an evaluation by a Substance Abuse Counselor (SAP)
- Successfully complete counseling or treatment prescribed by the SAP
- Provide a negative test result for drugs and breath test less than .02

### **Refusal examples are FAILURE TO:**

- Appear for your test
- Remain at the testing site until the process is complete
- Provide a urine or breath sample for any required test
- Permit the observation or monitoring of you providing a urine sample
- Provide a sufficient urine or breathe sample when directed

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- Take a second test when directed to do so
- Cooperate with any part of the testing process
- Undergo a medical evaluation as part of “shy bladder” or shy lung” procedures
- Sign Step #2 of the ATF
- Provide an unaltered specimen

All records are directly sent to Management from the consortium. This is to protect your right to privacy. Drugs and alcohol affect your health, work, and personal life. If you have a drug or alcohol problem that you need help with resolving, Ace Disposal may be willing to help on a case by case basis. If you are prescribed any drug that may affect the safety of yourself or others, you are **required** to report this to the safety manager or human resource manager.

## ACE DISPOSAL, INC. ALCOHOL AND DRUG ABUSE POLICY

### STATEMENT OF PURPOSE AND POLICY

Drivers are an extremely valuable resource for Ace Disposal's (*hereinafter* referred to as "Company") business. Their health and safety is a serious Company concern. Drug or alcohol use may pose a serious threat to driver health and safety. It is, therefore, the policy of the Company to prevent substance use or abuse from having an adverse effect on our drivers. The company maintains that the work environment is safer and more productive without the presence of alcohol, illegal or inappropriate drugs in the body or on company property. Furthermore, drivers have a right to work in an alcohol and drug-free environment and to work with drivers free from the effects of alcohol and drugs. Drivers who abuse alcohol or use drugs are a danger to themselves, their coworkers and the Company's assets.

The adverse impact of substance abuse by drivers has been recognized by the federal government. The Federal Motor Carrier Safety Administration (FMCSA) has issued regulations which require the company to implement a controlled substance testing program. The Company will comply with these regulations and is committed to maintaining a drug-free workplace. All drivers are advised that remaining drug-free and medically qualified to drive are conditions of continued employment with the Company.

Specifically, it is the policy of the Company that the use, sale, purchase, transfer, possession or presence in one's system of any controlled substance (except medically prescribed drugs) by any driver while on company premises, engaged in company business, while operating company equipment, or while under the authority of the Company is strictly prohibited.

FMCSA states that mandatory testing must apply to every person who operates a commercial motor vehicle in interstate or intrastate commerce and is subject to the CDL licensing requirement.

The execution and enforcement of this policy will follow set procedures to screen body fluids (urinalysis), conduct breath testing, and/or search all driver applicants for alcohol and drug use, and those drivers suspected of violating this policy who are involved in a US Department of Transportation (DOT) reportable accident or who are periodically or randomly elected pursuant to these procedures. These procedures are designed not only to detect violations of this policy, but to ensure fairness to each driver. Every effort will be made to maintain the dignity of drivers or driver applicants involved. Disciplinary action will, however, be taken as necessary.

Neither the policy nor any of its terms are intended to create a contract of employment or to contain the terms of any contract of employment. The Company retains the sole right to change, amend or modify any term or provision of this policy without notice. This policy is effective October 1, 2010 and will supersede all prior policies and statements relating to alcohol or drugs.

## ADMINISTRATION GUIDE TO PERSONNEL ALCOHOL AND DRUG TESTING PROCEDURES

### I. PURPOSE

The purpose of this administrative guide is to set forth the procedures for the implementation of controlled substances and alcohol use and testing of driver applicants and current drivers pursuant to the Alcohol and Drug Abuse Policy. These procedures are intended as a guide only, and are in no way intended to alter any existing relationship between Company and any driver.

Ace Disposal's alcohol and drug program administrator designated to monitor, facilitate, and answer questions pertaining to these procedures is Mike Baker.

### II. DEFINITIONS

When interpreting or implementing these procedures, or the procedures required by the Federal Motor Carrier Safety Administration (FMCSA) controlled substance testing regulations the following definitions apply:

"Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

"Alcohol concentration (or content)" means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.

"Collection site" means a place where individuals present themselves for the purpose of providing breath, body fluid, or tissue samples to be analyzed for specified controlled substances. This site must possess all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage and transportation or shipment of the samples to a laboratory.

"Commercial motor vehicle" means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

1. Has a gross combination weight rating of 26,001 or more pounds; or
2. Has a gross vehicle weight rating of 26,001 or more pounds; or
3. Is designed to transport 16 or more passengers, including the driver; or
4. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR, Part 172, 1308).

"Driver" means any person who operates a commercial motor vehicle. This includes, but is not limited to: Full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of or

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with the consent of an employer. For the purpose of pre-employment/pre-duty testing only, the term "driver" includes a person applying to an employer to drive a commercial motor vehicle.

"Drug" means any substance (other than alcohol) that is a controlled substance as defined in the section and 49 CFR, Part 40.

"FMCSA" means the Federal Motor Carrier Safety Administration; US Department of Transportation. "Owner-operator(s)" means a driver(s) who has been contracted for services with the Company. For the purposes of these procedures and the Company's Alcohol and Drug Abuse Policy, owner-operators are not to be considered employees, but will be required to participate in the Company's Alcohol and Drug Abuse Policy like all Company employee drivers.

"Medical review officer" (MRO) means a licensed MD or DO with knowledge of drug abuse disorders that is employed or used by a motor carrier to conduct drug testing in accordance with this part. "Performing a safety-sensitive function" means a driver is considered to be performing a safety-sensitive function during any period in which he/she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

"Random selection process" means that alcohol and drug tests are unannounced; that every driver of a motor carrier subject to test-tests conducted annually shall equal or exceed twenty-five percent (25%) for alcohol tests and fifty percent (50%) for drug test of the total number of driver's subject to testing of a motor carrier.

"Reasonable cause" means that the motor carrier believes the actions or appearance or conduct of a commercial motor vehicle driver who is on duty as defined below, are indicative of the use of a controlled substance.

"Safety-sensitive function" means any of those on-duty functions set forth in CFR 49, Section 395.2.

"On duty time" means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. "On duty time" shall include:

1. All time at a carrier or shipper plant, terminal, or facility, or other property, or on any public property waiting to be dispatched, unless the driver has been relieved from duty by the motor carrier;
2. All time inspecting, servicing, or conditioning any commercial motor vehicle at any time;
3. All driving time;
4. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth;
5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
6. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

### III. SUBSTANCES PROHIBITED/PRESCRIPTION MEDICATIONS

A. Alcohol use means the consumption of any beverage, mixture, or preparation, including any medication containing alcohol which, when consumed, causes an alcohol concentration in excess of those prescribed by Part 382, Subpart B, (FMCSR) and Section IV of this policy.

B. Controlled substances: In accordance with FMCSA rules, urinalysis will be conducted to detect the presence of the following substances:

- Marijuana
- Cocaine
- Opiates
- Amphetamines (including MDMA)
- Phencyclidine (PCP)

C. Prescription medications: Drivers taking legally prescribed medications issued by a licensed health care professional familiar with the driver's work-related responsibilities must report such use to their immediate supervisor or dispatcher, and may be required to present written evidence from the health care professional which describes the effects such medications may have on the driver's ability to perform his/her tasks.

\*In the sole discretion of the alcohol and drug program administrator, a driver may be temporarily removed, without pay, from a safety-sensitive position if deemed appropriate\*

### IV. PROHIBITIONS

#### **Alcohol Prohibitions**

The new alcohol rule prohibits any alcohol misuse that could affect performance of a safety-sensitive function, including:

1. Use while performing safety-sensitive functions.
2. Use during the 4 hours before performing safety-sensitive functions.
3. Reporting for duty or remaining on duty to perform safety-sensitive functions with an alcohol concentration of 0.04 or greater.
4. Possession of alcohol, unless the alcohol is manifested and transported as part of a shipment. This includes the possession of medicines containing alcohol (prescription or over-the-counter), unless the packaging seal is unbroken.
5. Use during 8 hours following an accident, or until he/she undergoes a post-accident test.
6. Refusal to take a required test.

NOTE: A driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall not perform, nor be permitted to perform, safety-sensitive functions for at least 24 hours. The other consequences imposed by the regulations and discussed below do not apply. However, documentation of this test constitutes written warning that company policy has been violated, and the next occurrence could result in disqualification of a driver.

#### **Drug Prohibitions**

The regulations prohibit any drug use that could affect performance of safety-sensitive functions, including:

1. Use of any drug, except by doctor's prescription, and the only if the doctor has advised the driver that the drug will not adversely affect the driver's ability to

- safely operate the CMV;
- 2. Testing positive for drugs; and
- 3. Refusing to take a required test.

\*All drivers will inform the alcohol and drug program administrator of any therapeutic drug use prior to performing a safety-sensitive function\*

#### V. DRIVER APPLICANT AND CURRENT DRIVER TESTING

**Applicant Testing:** All driver applicants will be required to submit to and pass a breath alcohol test and a urine drug test as a condition of employment. Job applicants who are denied employment because of a positive test may reapply for employment after 6 months.

Offers of employment are made contingent upon passing the Company's medical review, including the alcohol and drug test. Driver applicants who have received firm employment offers are to be cautioned against giving notice at their current place of employment, or incurring any costs associated with accepting employment with the Company until after medical clearance has been received. All newly hired drivers shall be on probationary status for 30 days, contingent upon medical clearance for illicit controlled substance or alcohol usage, as well as other conditions explained in the personnel policies. Under no circumstances may a driver perform a safety-sensitive function until a confirmed negative result is received.

**Owner-Operators:** Owner-operators engaged by the Company are not employees of the Company, nor are they to be considered as such under this Policy. However, every owner-operator engaged to provide services to the Company must agree to, and successfully participate in the Company's alcohol and drug testing program. All owner-operator agreements will be entered into by the Company contingent upon the operators' successful completion of urinalysis and breath analysis under all phases of the Company's program, and are contingent upon the owner-operator's continued status as a medically qualified driver. The term "driver" as used in these procedures includes owner-operators.

**Employee Drivers:** Under all circumstances, when a driver is directed to provide either a breath test or urine sample (Appendix C) in accordance with these procedures, he/she must immediately comply as instructed. Refusal will constitute a positive result, and the driver will be immediately removed from the safety-sensitive function, and will be subject to further discipline or termination as appropriate.

#### 1. Suspicion-based Testing:

**Reasonable Suspicion:** If a driver is having work performance problems or displaying behavior that may be alcohol or drug-related, or is otherwise demonstrating conduct that may be in violation of the Policy where immediate management action is necessary, a supervisor or dispatcher, with the concurrence of the alcohol and drug program administrator, will require that driver to submit to a breath test or urinalysis. The following conditions are signs of possible alcohol or drug use (not all-inclusive):

- Abnormally dilated or constricted pupils
- Glazed stare - redness of eyes
- Flushed face

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- Change of speech (i.e. faster or slower)
- Constant sniffing
- Increased absences
- Redness under nose
- Sudden weight loss
- Needle marks
- Change in personality (i.e. paranoia)
- Increased appetite for sweets
- Forgetfulness - performance faltering - poor concentration
- Borrowing money from coworkers or seeking an advance of pay or other unusual display of need for money
- Constant fatigue or hyperactivity
- Smell of alcohol
- Slurred speech
- Difficulty walking
- Excessive, unexplained absences
- Dulled mental processes
- Slowed reaction rate

Supervisors or dispatchers must take action if they have reason to believe one or more of the above-listed conditions is indicated, and that the substance abuse is affecting a driver's job performance or behavior in any manner. A supervisor or dispatcher observing such conditions will take the following actions immediately:

1. Confront the employee involved, and keep under direct observation until the situation is resolved.
2. Secure the alcohol and drug program administrator's concurrence to observations; job performance and company policy violations must be specific.
3. After discussing the circumstances with the supervisor or dispatcher, the alcohol and drug program administrator will arrange to observe or talk with the driver. If he/she believes, after observing or talking to the driver, that the conduct or performance problem could be due to substance abuse, the driver will be immediately informed that continued refusal will result in termination.
4. Employees will be asked to release any evidence relating to the observation for further testing. Failure to comply may subject the employee to subsequent discipline or suspension from driving duties. All confiscated evidence will be receipted for with signatures or both the receiving supervisor, as well as the provider.
5. If upon confrontation by the supervisor or dispatcher, the driver admits to use but requests assistance, the alcohol and drug program administrator will arrange for assessment by an appropriate substance abuse professional (SAP). Reassignment to the driver position is conditional to completing the SAP's guidelines and return-to work testing.
6. The supervisor or dispatcher shall, within 24 hours or before the results of the controlled substance test is released, document the particular facts related to the behavior or performance problems, and present such documentation to the alcohol and drug program administrator.
7. The drug and alcohol program administrator will remove or cause the removal of the driver from the Company-owned vehicle and ensure that the driver is transported to an

appropriate collection site, thereafter to the driver's residence or, where appropriate, to a place of lodging. Under no circumstances will that driver be allowed to continue to drive 8. Company vehicle or his/her own vehicle until a confirmed negative test result is received.

9. If, during the course of employment, the driver acknowledges a substance abuse problem and requests assistance, the problem may be treated as if it were an illness, subject to the provisions set forth below:

A. The decision to seek diagnosis and accept treatment for the substance abuse problem is the responsibility of the driver;

B. The alcohol and drug program administrator will be responsible for designating the appropriate substance abuse professional (SAP) who, in conjunction with the driver's physician, will diagnose the problem and recommend treatment.

C. The driver's successful completion of the approved treatment program is a condition of continued employment as a driver.

D. Following successful completion of any approved treatment program, the driver will be required to submit to at least six random drug tests during the first year, and follow-up testing may be conducted for up to 60 months. Failure to adhere to this condition is grounds for immediate termination.

E. All supervisors or dispatchers will receive training to assist them in identifying alcohol and drug use behavioral characteristics.

F. The driver might be placed on medical leave for a predetermined period recommended by those medical professionals if the SAP determines that such action is appropriate.

2. Post-Accident Testing: Currently, federal regulations place the burden of compliance with post-accident alcohol and drug testing regulations on the driver. Therefore, all drivers are required to provide a breath test and a urine specimen to be tested for the use of controlled substances "as soon as practicable" after an accident. The driver shall remain readily available for such testing or may be deemed by the alcohol and drug program administrator to have refused to submit to testing. No alcohol may be consumed for 8 hours after the accident or until a test is conducted. If the driver is seriously injured and cannot provide a specimen at the time of the accident, he/she shall provide the necessary authorization for obtaining hospital reports and other documents that would indicate whether there were any controlled substances in his/her system.

a. An accident is defined by FMCSA regulations as an accident which results in the death of a human being or bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or which has had one of the vehicles towed from the scene of the accident. Except for a fatality accident, verification of the driver's responsibility in the above accident must be established by a citation to the driver.

b. Drivers will be provided with collection kits to be carried in their vehicles at all times. A list of nationally available collection sites will be provided through the Company dispatchers, including pertinent instructions and procedures prior to the driver operating a commercial motor vehicle.

c. Adherence by drivers to post-accident specimen collection requirements is a condition of continued employment. The failure of an owner-operator to comply with DOT post-accident and specimen collection rules will be considered a breach of his/her contract with the Company, and the contract is invalid until appropriate substance

abuse professional counseling has been completed.

3. Random Testing: The Company will conduct random testing for all covered drivers as follows:
  - a. A company-wide selection process which removes discretion in selection from any supervisory personnel will be adopted by the Company. This process will select covered drivers through the use of a computerized program.
  - b. The random testing, once begun, will provide for alcohol testing of at least 25% and for drug testing of at least 50% of all covered drivers.
  - c. The random testing will be reasonably spaced over any 12-month period.
  - d. Once notified, a driver must proceed immediately to the assigned collection site.
4. Return-to-Duty Testing: Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by this policy and Part 382, Subpart B (FMCSR), the driver shall undergo a return to duty alcohol test with a result of less than a 0.02 BAC or receive a confirmed negative result from a controlled substance urinalysis test.

## VI. COLLECTION OF BREATH AND URINE SPECIMENS AND LABORATORY ANALYSIS

A. Breath alcohol testing will be conducted either on site or at a prearranged location by a qualified Breath Alcohol Technician according to 49 CFR, Part 40 procedures. Refusal to complete and sign the testing form or refusal to provide breath will be considered a positive test, and the driver will be removed from a safety-sensitive function until resolved.

B. Specimen Collection: Specimen collection will be conducted in accordance with applicable state and federal law. The collection procedures will be designed to ensure the security and integrity of the specimen provided by each driver, and those procedures will strictly follow federal chain-of-custody guidelines. Moreover, every reasonable effort will be made to maintain the dignity of each driver submitting a specimen for analysis in accordance with these procedures.

C. Laboratory Analysis: As required by FMCSA regulations, only a laboratory certified by Department of Health and Human Services (DHHS) to perform urinalysis for the detection of the presence of controlled substances will be retained by the Company. The laboratory will be required to maintain strict compliance with federally approved chain-of-custody procedures, quality control, maintenance and scientific analytical methodologies.

## VII. CONSEQUENCES: APPEAL OF TEST RESULTS

1. Alcohol and drug abuse may not only threaten the safety and productivity of all employees at Ace Disposal, but causes serious individual health consequences to those who use them. The paragraphs below section VII outline several personal consequences which may result after abuse of controlled substances. Any confirmed actions prohibited by Part IV above, while performing a safety-sensitive function or refusing to take a breath test, will be grounds for disqualification as a driver.

2. A driver testing positive for alcohol or drug use is subject to termination. Refusal to submit to testing will also be considered a positive. Refusal may be defined as not providing a breath sample or urine as directed, neglecting to sign appropriate control forms, using alcohol within 8 hours of an accident, or engaging in conduct that clearly obstructs the testing process.

-Any driver testing positive for the presence of a controlled substance will be contacted by the Company's MRO. The driver will be allowed to explain and present medical documentation to explain any permissible use of a drug. All such discussions between the driver and the MRO will be confidential. The Company will not be a party to, or have access to, matters discussed between the driver and the MRO. If medically supportable reasons exist to explain the positive result, the MRO will report the test result to the Company as a negative.

-Within 72 hours after the driver has been notified of a positive test result for drugs, he/she may request a retest of the split sample. This signed request will be provided to the MRO in writing, who will then initiate the new laboratory analysis. If a different result is detected by the subsequent laboratory, the test will be voided by the MRO, and the company alcohol and drug program administrator will be notified. A retest may be initiated as appropriate.

## VII. CONFIDENTIALITY

Under no circumstances, unless required or authorized by law, will alcohol or drug testing information or results for any employee or applicant be released without written request from the applicable employee.

Drivers are entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substance test. Request must be made within 7 days of test.

Collection of breath and urine samples must always be documented and sealed with a tamper-proof sealing system in the presence of the driver, to ensure that all tests can be correctly traced to the driver.

Drug test analysis room the DHHS approved laboratory will be forwarded directly to the Medical Review Officer assigned by the alcohol and drug program administrator.

Alcohol test results will be forwarded by the MRO to the alcohol and drug program administrator for confidential record keeping.

## ALCOHOL AND DRUG EFFECTS

### ALCOHOL

Although used routinely as beverage for enjoyment, alcohol can also have negative physical and mood-altering effects when abused. These physical or mental alteration in a driver may have serious personal and public safety risks.

#### Health Effects

An average of three or more servings per day of beer (12 ounces), whiskey (1 ounce), or wine (6 ounces) over time, may result in the following health hazards:

- Dependency
- Fatal liver diseases

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- Kidney failure
- Pancreatitis
- Ulcers
- Decreased sexual function
- Increased cancers of the mouth, pharynx, esophagus, rectum, breast, and malignant melanoma
- Spontaneous abortion and neonatal mortality
- Birth defects

### Personal Life

- 2/3 of all homicides are committed by people who drink prior to the crime.
- 2% to 3% of the driving population are legally drunk at any one time. This rate doubles at night and on weekends.
- 2/3 of all Americans will be involved in an alcohol-related vehicle accident during their lifetime.
- The separation and divorce rate in families with alcohol dependency problems is 7 times the average.
- 40% of family court cases are alcohol-related.
- Alcoholics are 15 times more likely to commit suicide.
- More than 60% of burns, 40% of falls, 69% of boating accidents, and 76% of private aircraft accidents are alcohol-related.
- Over 17,000 fatalities occurred in 1993 in highway accidents, which were alcohol-related. This was 43% of all highway fatalities.
- 30,000 people will die each year from alcohol-caused liver disease.
- 10,000 people will die each year due to alcohol-related brain disease or suicide.
- Up to 125,000 people die each year due to alcohol-related conditions or accidents.

### Workplace Issues

- It takes one hour for the average person (150 pounds) to process one serving of alcohol from the body.
- Impairment can be measured with as little as two drinks in the body.
- A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.

## ALCOHOL'S TRIP THROUGH THE BODY

**Mouth and Esophagus:** Alcohol is an irritant to the delicate linings of the throat and food pipe. It burns as it goes down.

**Stomach and Intestines:** Alcohol has an irritating effect on the stomach's protective lining, resulting in gastric or duodenal ulcers. This condition, if it becomes acute, can cause peritonitis, or perforation of the stomach wall. In the small intestine, alcohol blocks absorption of such substances as thiamine, folic acid, fat, vitamin B1, vitamin B12, and amino acids.

**Bloodstream:** 95% of the alcohol taken into the body is absorbed into the bloodstream through the lining of the stomach and duodenum. Once in the bloodstream, alcohol quickly goes to every cell and tissue in the body. Alcohol causes red blood cells to clump together in sticky wads, slowing circulation and depriving tissues of oxygen. It also causes anemia by reducing red blood cell production. Alcohol slows the ability of white cells to engulf and destroy bacteria and degenerates the

clotting ability of blood platelets.

**Pancreas:** Alcohol irritates the cells of the pancreas, causing them to swell, thus blocking the flow of digestive enzymes. The chemicals, unable to enter the small intestine, begin to digest the pancreas, leading to acute hemorrhagic pancreatitis. One out of five patients who develop this disease dies during the first attack. Pancreatitis can destroy the pancreas and cause a lack of insulin, thus resulting in diabetes.

**Liver:** Alcohol inflames the cells of the liver, causing them to swell and block the tiny canal to the small intestines. This prevents bile from being filtered properly through the liver. Jaundice develops, turning the whites of the eyes and skin yellow. Each drink of alcohol increases the number of liver cells destroyed, eventually causing cirrhosis of the liver. This disease is eight times more frequent among alcoholics than among non-alcoholics.

**Heart:** Alcohol causes inflammation of the heart muscle. It has a toxic effect on the heart and causes increased amounts of fat to collect, thus disrupting its normal metabolism.

**Urinary Bladder and Kidneys:** Alcohol inflames the lining of the urinary bladder making it unable to stretch properly. In the kidneys, alcohol causes increased loss of fluids through its irritating effect.

**Sex Gland:** Swelling of the prostate gland caused by alcohol interferes with the ability of the male to perform sexually. It also interferes with the ability to climax during intercourse.

**Brain:** The most dramatic and noticed effect of alcohol is on the brain. It depresses brain centers, producing progressive incoordination: confusion, disorientation, stupor, anesthesia, coma, death. Alcohol kills brain cells and brain damage is permanent. Drinking over a period of time causes loss of memory, judgment and learning ability.

## DRUGS

### Marijuana

#### Health Effects

- Emphysema-like conditions.
- One joint of marijuana contains cancer-causing substances equal to 1/2 pack of cigarettes.
- One joint causes the heart to race and be overworked. People with heart conditions are at risk.
- Marijuana is commonly contaminated with the fungus *Aspergillus* which can cause serious respiratory tract and sinus infections.
- Marijuana lowers the body's immune system response, making users more susceptible to infection.
- Chronic smoking causes changes in brain cells and brain waves. The brain does not work as efficiently or effectively. Long-term brain damage may occur.
- Tetrahydrocannabinol (THC) and 60 other chemicals in marijuana concentrate in the ovaries and testes.
- Chronic smoking of marijuana in males causes a decrease in testosterone and an increase in estrogen, the female hormone. As a result, the sperm count is reduced, leading to temporary sterility.
- Chronic smoking of marijuana in females causes a decrease in fertility.
- A higher than normal incidence of stillborn babies, early termination of pregnancy,

and higher infant mortality during the first few days of life are common in pregnant marijuana smokers.

- THC causes birth defects including brain damage, spinal cord, forelimbs, liver and water on the brain and spine in test animals.
- Prenatal exposure may cause underweight newborn babies.
- Fetal exposure may decrease visual functioning.
- User's mental function can display the following effects:
  - delayed decision making
  - diminished concentration
  - impaired short-term memory
  - impaired signal detection
  - impaired tracking
  - erratic cognitive function
  - distortion of time estimation

#### Workplace Issues

- THC is stored in body fat and slowly released.
- Marijuana smoking has long-term effects on performance.
- Increased THC potency in modern marijuana dramatically compounds the side effects.
- Combining alcohol or other depressant drugs with marijuana increases the impairing effects of both.

### Cocaine

Used medically as a local anesthetic. When abused, it becomes a powerful physical and mental stimulant. The entire nervous system is energized. Muscles tense, heart beats faster and stronger, and the body burns more energy. The brain experiences an exhilaration caused by a large release of neurohormones associated with mood elevation.

#### Health Effects

- Regular use may upset the chemical balance of the brain. As a result, it may speed up the aging process by causing damage to critical nerve cells. Parkinson's disease could also occur.
- Cocaine causes the heart to beat faster, harder, and rapidly increases blood pressure. It also causes spasms of blood vessels in the brain and heart. Both lead to ruptured vessels causing strokes and heart attacks.
- Strong dependence can occur with one "hit" of cocaine. Usually mental dependency occurs within days for "crack" or within several months for snorting coke. Cocaine causes the strongest mental dependency of all the drugs.
- Treatment success rates are lower than with any other chemical dependency.
- Extremely dangerous when taken with other depressant drugs. Death due to overdose is rapid. Fatal effects are usually not reversible by medical intervention.

#### Workplace Issues

- Extreme mood and energy swings create instability. Sudden noise causes a violent reaction.
- Lapses in attention and ignoring warning signals increases probability of accidents.
- High cost frequently leads to theft and/or dealing.
- Paranoia and withdrawal may create unpredictable or violent behavior.
- Performance is characterized by forgetfulness, absenteeism, tardiness, and missing assignments.

### Opiates

Narcotic drugs which alleviate pain and depress body functions and reactions.

#### Health Effects

- IV needle users have a high risk of contracting hepatitis or AID when sharing needle.
- Increased pain tolerance. As a result, a person may more severely injure themselves and fail to seek medical attention as needed.
- Narcotic effects are multiplied when combined with other depressants causing an increased risk for overdose.
- Because of tolerance, there is an ever-increasing need for more.
- Strong mental and physical dependency occurs.
  - With increased tolerance and dependency combined, there is a serious financial burden for the users.

### Amphetamines

Central nervous system stimulant that speeds up the mind and body.

#### Health Effects

- Regular use causes strong psychological dependency and increased tolerance.
- High doses may cause toxic psychosis resembling schizophrenia.
- Intoxication may induce a heart attack or stroke due to increased blood pressure.
- Chronic use may cause heart or brain damage due to severe constriction of capillary blood vessels.
- Euphoric stimulation increases impulsive and risk taking behavior, including bizarre and violent acts.
- Withdrawal may result in severe physical and mental depression.

#### Workplace Issues

- Since the drug alleviates the sensation of fatigue, it may be abused to increase alertness during periods of overtime or failure to get rest.
- With heavy use or increasing fatigue, the short-term mental or physical enhancement reverses and becomes impairment.

### Phencyclidine (PCP)

Often used as a large animal tranquilizer. Abused primarily for its mood-altering effects. Low doses produce sedation and euphoric mood changes. Mood can rapidly change from sedation to excitation and a blank stare. Sudden noises or physical shocks may cause a "freak out" in which the person has abnormal strength, violent behavior, and an inability to speak or comprehend.

#### Health Effects

- The potential for accidents and overdose emergencies is high due to the extreme mental effects combined with the anesthetic effect on the body.
- PCP, when combined with other depressants, including alcohol, increases the possibility of an overdose.
- If misdiagnosed as LSD induced, and treated with Thorazine, can be fatal.
- Irreversible memory loss, personality changes, and thought disorders may result.

#### Workplace Issues

- Not common in workplace primarily because of the severe disorientation that occurs.

There are four phases to PCP abuse:

1. Acute toxicity causing combativeness, catatonia, convulsions, and coma.
  - Distortions of size, shape, and distorted perception are common.

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2. Toxic psychosis with visual and auditory delusions, paranoia and agitation.
3. Drug induced schizophrenia.
4. Induced depression which may create suicidal tendencies and mental dysfunction.

*Remember: Safety sensitive employees are obligated by law to submit to and cooperate in drug and alcohol testing mandated by DOT regulations.*

### **284 Medical Card & Driver's License Renewals**

Medical Cards need to be renewed at least every two years depending on the expiration date. To renew your medical card, you may go to your own physician or get an authorization form to the designated company clinic. If you choose to see your own physician, Ace will reimburse your co-pay. Once you receive your new card HR will need to make a copy of the card for your DOT file. You must get self-certified with the DLD/DMV as well, it is your responsibility to make sure you get self-certified. This entails filling out the self-certification form and making sure that the DLD/DMV receives it. Drivers who do not do this when they get a new license or get a DOT medical exam may have their license suspended or revoked. Ask the HR department if you have any questions about this.

If you have problems with renewing your card, such as: high blood pressure, diabetes, vision problems, etc. you will not be able to perform safety sensitive functions until these problems are resolved. Certain medical issues such as diabetes restrict you from holding a medical card by federal law. Utah has a program called The Commercial Driver Medical Waiver Program. If medically qualified, this program is allowed to issue you a "K" restriction to supplement your medical card until you can qualify for one. For more information on this program you can contact the Driver License Division Customer Service Section at (801) 965-4437.

Driver's license renewals are done at your own expense. These need to be completed by the expiration date and a copy given to HR to put into your DOT file. If your medical card and/or driver's license is expired, you cannot operate a commercial motor vehicle.

### **285 Hours & Reporting**

CDL holders are regulated by the federal government to only work so many hours. There are different formula's to determine how many hours you can work. In our environment you may not work more than sixty hours per seven consecutive days. These hours are calculated whether you are driving or not; they count as long as you are on company time. These hours are regulated for safety purposes.

If you hold a second job you are required to report it to Ace Disposal and report the hours you work each week. Regardless of the type of work you do at your other job, your hours there count toward your maximum worked hours, sixty. You would initially speak with Human Resources regarding your other job, and report your weekly hours to your supervisor.

### **380 Shop Rules**

Any Ace Disposal facility housing shop tools is defined by OSHA as a shop. It is the responsibility of the

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person in charge of each shop to ensure compliance with the following practices:

1. Shop machines and tools are to be used only by qualified personnel. It is the responsibility of the person in charge of the shop to render a judgment as to who is qualified.
2. The person in charge will take whatever action is deemed necessary to prevent a personal injury or damage to equipment.
3. Equipment guards and protective devices must be used and must not be compromised.
4. Approved eye protection, including visitor's glasses, must be worn by anyone entering and/or passing through shop areas.
5. Shoes or boots covering the whole foot must be worn in the shop areas. Steel toed shoes are required. Canvas type coverings are not sufficient.
6. Persons using machine tools must not wear clothing, jewelry, or long hair in such a way as to represent a safety hazard.
7. All Persons in addition to wearing other personal protection equipment (PPE) must also wear a reflective safety vest or shirt when in the shop areas or working in the yard.

### **381 Work Environment**

Work sites must be clean and orderly. Work surfaces must be kept dry or appropriate means taken to assure the surfaces are slip-resistant. Spills must be cleaned up immediately. All combustible scrap, debris and waste must be stored safely and removed promptly. Combustible dust must be removed. Metallic or conductive dust must be prevented from entering or accumulating on or around electrical enclosures or equipment.

Waste containers must be covered. Oily and paint soaked rags are combustible and should be discarded in sealable metal containers only. Paint spray booths, dip tanks, and paint areas must be cleaned regularly.

All oil and gas fired devices should be equipped with flame failure controls that will prevent flow of fuel if pilots or main burners are not working. Ask your supervisor where these controls are located.

### **382 Tire Maintenance**

Work safely when repairing vehicles. Where tires are mounted and/or inflated on drop center wheels, a safe practice procedure must be posted and enforced.

Where tires are mounted and/or inflated on wheels with split rims and/or retainer rings, a safe practice procedure must be posted and enforced. Each tire inflation hose must have a clip-on chuck with at least twenty-four (24) inches of hose between the chuck and an in-line hand valve and gauge. The tire inflation control valve should automatically shut off the airflow when the valve is released.

A tire restraining device such as a cage, rack or other effective means must be used while inflating tires mounted on split rims, or rims using retainer rings.

Employees are strictly forbidden from taking a position directly over or in front of a tire while it's being inflated. Employees must use proper lifting techniques to avoid over-exertion when lifting tires or other

heavy items. If you do not know these techniques, please see your Supervisor.

### **383 Safety Equipment**

Proper safety equipment is necessary for your protection. The company provides the best protective equipment available. Use all safeguards, safety appliances, or devices furnished for your protection and comply with all regulations that may concern or affect your safety. Wear your gear properly; all snaps and straps are fastened, cuffs not cut or rolled. Your supervisor will advise you as to what protective equipment is required for your job.

Certain jobs require standard safety apparel and appliances for the protection of the employee. Your supervisor is aware of the requirements and will furnish you with the necessary approved protective appliances. These items shall be worn and effectively maintained as a condition of your continued employment and part of our mutual obligation to comply with the Occupational Safety and Health Act (OSHA).

-Safety goggles, glasses, respirators and face shields shall correspond to the degree of hazard, such as chemical splashes, welding flashes, impact hazard, dust and so forth. Do not alter or replace an approved appliance without permission from your supervisor.

-Rubber gloves and rubber aprons shall be worn when working with acids, caustics or other corrosive materials.

-Specified footwear must be worn.

-No jewelry shall be worn around power equipment.

-Long hair must be tied back and in a net to prevent entanglement in moving machinery.

-Hearing protection appliances (muffs or plugs) shall be worn by all employees working within any area identified as having excess noise levels. Your supervisor will instruct you in the proper use of the appliance.

- High visibility reflective vests or shirts must be worn at all times. Steel toed boots must be worn at all times. Hard hats must be worn while at all transfer stations and landfills.

### **384 Forklifts**

Only trained personnel are allowed to operate forklifts. Forklift operating rules must be posted and will be strictly enforced.

When operating any forklift, substantial overhead protective equipment will be provided on high lift rider equipment.

Directional lighting is also provided on each forklift that operates in an area with less than two (2) foot candles per square foot of general lighting.

Each forklift must have a warning horn, whistle, gong or other device which can be clearly heard above the normal noise in the area where operated. Before using a forklift, check that the brakes are capable of bringing the vehicle to a complete and safe stop when fully loaded. The parking brake must effectively prevent the vehicle from moving when unattended. When motorized hand and hand/rider trucks are operated and when the operator releases the steering mechanism, make sure that both the brakes are applied and power to the motor shut off. Maintenance records are to be kept on all servicing of the truck.

When a forklift operates in areas where flammable gases, vapors, combustible dust, or ignitable fibers may be present in the atmosphere, the vehicle must be approved for such locations with a tag showing such approval posted on the vehicle itself.

Forklift with internal combustion engines operating in buildings or enclosed areas, must be carefully inspected to ensure that the operation of the vehicle does not cause harmful concentration of dangerous gases or fumes.

### **385 Operating Company Equipment**

Company equipment refers to all shop machines, trucks, fork lifts, etc. To operate such equipment, you first must be properly trained and signed off on each piece of equipment. If you are to operate equipment without proper training, there will be consequences up to and including termination. Shop safety is of the utmost importance to everyone and will be looked down upon not being followed. If you have any questions regarding operation of equipment or shop rules, please seek out a Supervisor to lead you in the right direction.

#### **Backing**

When backing up a garbage truck out of a shop bay it is crucial to always have a spotter to guide you. Backing accidents are not tolerated here at Ace Disposal and serious consequences follow a backing accident. If you cannot find someone to spot you, **DO NOT** back up!

### **386 Danger of Noise**

Exposing the ear to high levels of noise may cause hearing loss. This loss can be temporary or permanent. Temporary hearing loss or auditory fatigue occurs after a few minutes exposure to an intense noise but is recoverable following a period of time away from the noise. If the noise exposure is repeated, there may be only a partial hearing recovery and the loss becomes permanent. Typically, significant hearing losses occur first in the frequency range of 3,000 to 6,000 hertz (Hz). Losses in this frequency range are not critical to speech perception, and the individual is usually completely unaware of this initial symptom. With longer exposures, the hearing loss spreads to lower frequencies, which will affect speech perception

The evaluation of hearing loss due to noise is complicated by the fact that hearing acuity normally decreases with increasing age. Further, the losses associated with age are quite similar to those caused by excessive noise since the hearing for high frequency sounds is most affected in both instances. Hearing impairment may also result from infections, tumors and degenerative diseases.

#### **Reducing noise exposure**

Noise exposure can be reduced by using engineering controls, administrative procedures, or personal protective devices.

PERSONNEL PROTECTIVE DEVICES TO USE: Ear Muffs and/or Ear Plugs

Federal and state occupational safety and health regulations require that whenever employees are exposed to excessive noise levels, feasible engineering or administrative controls must be used to reduce these levels. When these control measures cannot be completely accomplished and/or while such controls are being initiated, personnel must be protected from the effects of excessive noise levels. Such protection can, in

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most cases, be provided by wearing suitable protective hearing devices.

The supervisor will be able to provide ear plugs for employees upon request or before going into a high noise area. Only approved plugs should be used. Earplugs should be cleaned daily to prevent ear infections or the disposable type can be thrown in the waste at the end of the shift.

Protection greater than provided by a single device can be obtained by wearing earplugs under an earmuff. While the reduction provided by wearing both devices simultaneously is considerably less than the total of the individual protection devices, it is still greater than when either device is worn separately.

### **Other Noises**

Nuisance noises are noises that are not intense enough to cause hearing loss, but do disturb or interfere with normal activities of speech communication, telephone communication, listening to TV or radio broadcasts, concentration during mental activities, relaxation, and sleep.

The amount of interference is dependent upon the intensity of the noise and its characteristics, such as steady versus intermittent noise, high or low pitch. The amount of interference may also depend upon the person's personality, attitude toward the source, familiarity with the noise, and the intrusiveness of the noise. What is music to one ear may be noise to another.

### **387 First Aid Kits**

First aid kits are located in various places around the shop, it is your responsibility to become familiar with these sites. First aid items must only be used when an injury occurs. When an injury occurs, you must assess the severity of the injury to determine if you need medical help. If the injury is something within your control, take care of the situation and report it to your supervisor immediately after work. Items such as scissors, tweezers, tubes of ointments with caps, or rolls of adhesive tape, band aids, eye wash kits, etc. will be found in with in the first aid kits.

### **388 Electrical Safety**

It is the policy of ACE Disposal, Inc. to follow the fundamental principles of safety, which are described below. A clear understanding of these principles will improve the safety of working with or around electrical equipment and power.

Practice proper housekeeping and cleanliness. Poor housekeeping is a major factor in many accidents. A cluttered area is likely to be both unsafe and inefficient. Every employee is responsible for keeping a clean area and every supervisor is responsible for ensuring that his or her areas of responsibility remain clean.

Identify hazards and anticipate problems. Think through what might go wrong and what the consequences would be. Do not hesitate to discuss any situation or question with your supervisor and coworkers.

Resist 'hurry-up' pressure. Program pressures should not cause you to bypass thoughtful consideration and planned procedures.

Design for safety. Consider safety to be an integral part of the design process. Protective devices, warning signs, and administrative procedures are supplements to good design but can never fully compensate for its absence. Completed designs should include provisions for safe maintenance.

Maintain for safety. Good maintenance is essential to safe operations. Maintenance procedures and

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schedules for servicing and maintaining equipment and facilities, including documentation of repairs, removals, replacement, and disposals, should be established.

Document your work. An up to date set of documentation adequate for operation, maintenance, testing, and safety should be available to anyone working on potentially hazardous equipment. Keep drawings and prints up to date. Dispose of obsolete drawings and be certain that active file drawings have the latest corrections.

Test equipment safety. Tests should be made when the electrical equipment is de-energized, or, at most, energized with reduced hazard.

### **Know emergency procedures!**

#### **389 Flammable and Toxic Material Control**

The use of flammable or toxic material must be kept to a minimum. When components with such fluids are used, a catch basin or other approved method must be provided to prevent the spread of these materials should the normal component case fail.

#### **390 Welding, Cutting & Brazing**

Only authorized and trained personnel are permitted to use welding, cutting or brazing equipment. All operators must have a copy of the appropriate operating instructions and are directed to follow them.

Compressed gas cylinders should be regularly examined for obvious signs of defects, deep rusting, or leakage. Use care in handling and storing cylinders, safety valves, relief valves, to prevent damage. Precaution must be taken to prevent mixture of air or oxygen with flammable gases, except at a burner or in a standard torch. Only approved apparatus (torches, regulators, pressure-reducing valves, acetylene generators, and manifold) may be used.

Cylinders must be kept away from sources of heat. It is prohibited to use cylinders as rollers or supports. Empty cylinders must be appropriately marked, their valves closed and valve-protection caps on.

Signs reading: "Danger No Smoking, Matches, Open Lights, or equivalent must be posted. Cylinders, cylinder valves, couplings, regulators, hoses and apparatus must be kept free of oily or greasy substances. Care must be taken not to drop or strike cylinders.

Unless secured on special trucks, all regulators must be removed and valve-protection caps put in place before moving cylinders.

All cylinders without fixed hand wheels must have keys, handles, or non-adjustable wrenches on stem valves when in service.

Liquefied gases must be stored and shipped valve-end up with valve covers in place. Before a regulator is removed, the valve must be closed and gas released from the regulator.

All employees are instructed never to crack a fuel-gas cylinder valve near sources of ignition. RED is used to identify the acetylene (and other fuel-gas) hose. GREEN is for oxygen hose.

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BLACK is for inert gas and air hose.

All pressure-reducing regulators must be used only for the gas and pressures for which they are intended.

The open circuit (No Load) voltage of arc welding and cutting machines must be as low as possible and not in excess of the recommended limits. Under wet conditions, automatic controls for reducing no-load voltage must be used. Grounding of the machine frame and safety ground connections of portable machines must be checked periodically.

Electrodes must be removed from the holders when not in use.

All electric power to the welder must be shut off when no one is in attendance.

Suitable fire extinguishing equipment must be available for immediate use before starting to ignite the welding torch.

The welder is strictly forbidden to coil or loop welding electrode cable around his/her body.

All wet welding machines must be thoroughly dried and tested before being used.

All work and electrode lead cables must be frequently inspected for wear and damage, and replaced when needed. All connecting cable lengths must have adequate insulation. When the object to be welded cannot be moved and fire hazards cannot be removed, shields must be used to confine heat, sparks and slag.

When welding is done on metal walls, precautions must be taken to protect combustibles on the other side. Before hot work is begun, used drums, barrels, tanks and other containers must be so thoroughly cleaned that no substances remain that could explode, ignite or produce toxic vapors. It is required that eye protection helmets, hand shields and goggles meet appropriate standards.

Employees exposed to the hazards created by welding, cutting or brazing operations must be protected with personal protective equipment and clothing.

Check for adequate ventilation where welding or cutting is performed. When working in confined spaces, environmental monitoring tests should be taken and means provided for quick removal of welders in case of emergency.

### **391 Machine Guarding**

Before operating any machine, every employee must have completed a training program on safe methods of machine operations. It is the primary purpose of supervision to ensure that employees are following safe machine operating procedures. There will be a regular program of safety inspection of machinery and equipment.

All machinery and equipment must be kept clean and properly maintained. There must be sufficient clearance provided around and between machines to allow for safe operations, set up, servicing, material handling, and waste removal.

All machinery will be securely placed and anchored when necessary, to prevent tipping or other movement that could result in personal injury. Most of the time, machinery should be bolted to the floor to prevent movement. The electrical cord to the machinery will be attached to a breaker or other shut-off device to stop power in case of machine movement.

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There must be a power shut-off switch within reach of the operator's position at each machine. Electrical power to each machine shall be capable of being locked out for maintenance, repair or security. The non-current carrying metal parts of electrically operated machines must be bonded and grounded.

The foot-operated switches are guarded and/or arranged to prevent accidental actuation by personnel or falling objects. All manually operated valves and switches controlling the operation of equipment and machines must be clearly identified and readily accessible.

All emergency stop buttons are colored RED.

All the pulleys and belts which are within seven (7) feet of the floor or working level are to be properly guarded.

All moving chains and gears must be properly guarded.

The supervisor will instruct every employee in the work area on the methods provided to protect the operator and other employees in the machine area from hazards created by the operation of a machine, such as nip points, rotating parts, flying chips and sparks.

The machinery guards must be secure and arranged so they do not present a hazard.

If the machinery is cleaned with compressed air, the air must be pressure controlled and personal protective equipment or other safeguards used to protect operators and other workers from eye and bodily injury.

### **392 Walkways**

All aisles and passageways must be kept clear and clearly marked with tape or paint. Wet surfaces must be covered with non-slip material and all holes properly covered or marked with warning guards. All spills must be cleaned up immediately, and a caution sign placed on all wet or drying surfaces.

In cases of passageways used by forklifts, trucks or other machinery, use a separate aisle for walking, if available. If no separately marked aisle is available, use extreme caution. Remember, walking in a passageway used by machinery is like walking in the middle of a street used by cars. Walking employees may have the right of way, but the heavy vehicles can't always see you and can't always stop in time. The key to moving around in such circumstances is to stop, look and listen and then to move when there is no danger. Make eye contact with the drivers of moving vehicles so that you know they know you are there. If an employee is aware of any breach of these standards, please inform the responsible safety officer.

### **393 Material Handling**

In handling materials, the employees must know the following:

1. There must be safe clearance for equipment through aisles and doorways.
2. Aisle ways must be designated, permanently marked, and kept clear to allow unhindered passage.
3. Motorized vehicles and mechanized equipment will be inspected daily or prior to use.
4. Vehicles must be shut off and brakes must be set prior to loading or unloading.
5. Material Safety Data Sheets will be available to employees handling hazardous substances.

### **394 Fall Safety**

When your feet are four feet or higher above the floor, you must practice proper fall safety. You will be certified on fall safety during your initial orientation with the shop. If you have any questions concerning proper fall safety, please see the Safety Manager.

### **395 Use of Wheel Chocks**

All shop employees must use wheel chocks when working on a truck. Your supervisor will inform you during your initial orientation on how and when to use wheel chocks. All Drivers should have wheel chocks in their trucks as drivers will use these as well for certain situations. All drivers and shop personnel will use chocks when doing a brake check. All shop personnel will chock any and all trucks worked on in the shop or Ace property and on road calls. Never shall any employee crawl underneath a truck without first observing the lock-out/tag-out policy and have wheel chocks in place. (Put chocks on 2<sup>nd</sup> or 3<sup>rd</sup> axle only). All drivers must have two wheel chocks in the truck before starting route. (do not chock front wheels)

### **396 Tailgate Policy**

When working on tailgates for any truck you must use a tailgate stand. When working on a Rear Load truck you must use a tailgate stand and a hoist. You will be trained to use these in the initial orientation with the shop. Drivers, when at landfill or transfer station who need to brush and clean the tailgate seal must not get in between the tailgate and the body of the truck. A broom long enough to reach to clean without putting yourself in danger will be provided. If you do not see a broom long enough to do this, ask the service parts writer to get you one and install it somewhere safely and securely on your truck and where you can access it easily. When clearing off the tailgate area and inside the rails of any company owned vehicle or compaction unit, you must have the proper restraints in place. Never under any circumstances shall anyone step, walk or stand underneath any raised tailgate or lean over the rails unless proper supports are in place. It is the responsibility of the driver to report any damaged or inoperable supports to the maintenance dept.

### **397 Seat Belt Policy**

All drivers must wear a seat belt when driving Ace Disposal equipment. Drivers that use their personal vehicles while on company time or for company business must also wear a seat belt.

### **398 Lock-Out/Tag-Out Policy**

All Drivers must remove the keys from the ignition and have the keys on the person before cleaning behind the tailgate or entering the body of the vehicle. The parking brake must be set. Employees need to be trained to ensure that they know, understand, and follow the applicable provisions of the hazardous energy control procedures and lock out/tag out procedures. Designated employees for the shop and the operations departments will receive training and be required to sign documents saying they understand and know the procedures. Training packets will be assembled, and designated trainers will then train on proper procedures and sign off on anyone who needs training on lock out/tag out procedures.

### **399 Truck/Equipment Operation Safety Policy**

All drivers and shop employees of Ace Disposal, shall not at any time leave any Ace Disposal truck or equipment of any kind unattended and running for more than 2 minutes while performing a pre-trip inspection and warm up. While on route do not leave a truck unattended and running for more than 2 minutes. All employees operating all mechanical equipment in the shop shall not leave equipment running and unattended at any time.

### **400 Property Damage Policy**

Any employee that is operating Ace Disposal equipment must report any damage that they are involved in to their supervisor or to the safety manager IMMEDIATELY. This also includes but not limited to: your vehicle that you are driving. No matter how small the damage, you must call it in and take a picture of the damage while you are still on the property. Do not leave the property until you are informed by a supervisor or the safety manager.

### **526 Communication, Cell Phone, and Electronic Device Policy**

This policy is for all Ace Disposal employees who drive any type of motor vehicle or operate any type of mobile equipment when on company business including operating a personal vehicle when conducting company business. The purpose of the policy is to limit distractions that can occur to Ace Disposal employees who operate vehicles or equipment. It is important for all Ace Disposal employees to remember that when you start your workday, the time that you spend at work will be dedicated towards safety and productivity.

In the waste and recycling industry communication between dispatchers, supervisors and drivers is extremely important to the operations. However, employees who have access to a cellular telephone while operating a company vehicle should remember that their number one priority is driving safely and obeying the rules of the road.

To insure you arrive to your destination safely, Ace Disposal has implemented some **best practices** for cell phone use.

All personal calls, text messages and emails should be completed during breaks. Employees must find a safe place off the road to place calls, read and send text messages and emails.

Per the Federal Motor Carrier Safety Administration (FMCSA), commercial drivers are prohibited from using a handheld mobile device to receive and/or make calls; read or send text messages; and to read or send emails while the vehicle is in motion.

According to the FMCSA commercial drivers are permitted to answer a work-related call while a vehicle is in motion if the following conditions can be met:

- 1) Accessing the mobile device does not require the removal or adjustment of the seatbelt;
- 2) Driver utilizes a solo **wireless** earpiece; head phones or dual earbuds are prohibited;
- 3) Driver utilizes voice-activated dialing, or single button dialing to initiate, answer, or terminate a call.

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All non-commercial drivers are required to adhere to the laws of the State of Utah, or the state you are driving in.

Effective January 3, 2012, the Federal Motor Carrier Safety Administration (FMCSA) has restricted the use of all hand-held devices by drivers operating a commercial motor vehicle (CMV) on public roadways. Drivers who violate the restriction will face federal civil penalties of up to \$2,750 for each offense and disqualification from operating a CMV for multiple offenses. Additionally, states will suspend a driver's commercial driver's license (CDL) after two or more serious traffic violations. Therefore, a motor carrier must have a policy in place and be able to show enforcement of the policy upon request.

This policy is in place to protect Ace Disposal, its employees, and the public. Violation of this policy is considered insubordination and will result in disciplinary action including up to suspension without pay and possible immediate termination.

### **527 Cameras and Safety Devices on Equipment**

Ace may install cameras in or on any piece of equipment to protect the company from lawsuits and other potential risks as well as to help us teach and coach drivers on how to become better drivers. These devices record audio and visual and should always be recording unless there is, through no fault of Ace or the employee, a malfunction. Ace may look at footage from any company camera or visual recording device whenever they feel is necessary. There may also be random checks to see what drivers are doing as well. It is strictly against company policy to tamper with or turn off a camera inside or outside on the equipment. It is also against company policy to turn off or alter any safety device on any equipment. This includes alarms, sensors, buzzers, proximity switches, and any other safety device. Do not give up information that you have cameras on board to anyone including customers and or members of the public. If asked by law enforcement, refer them to the safety department who will get them more information. Disarming or tampering with a safety device or camera will result in disciplinary action including up to termination.



## **ACE Disposal Safety Program Summary**

### **Overview**

ACE Disposal prioritizes the safety of its drivers, customers, and the communities it serves. Our comprehensive safety program, outlined below, encompasses policies, practices, and training designed to promote operational safety and accountability.

### **Pre-Employment Screening**

- Driver applicants complete an application and a written integrity test.
- Motor Vehicle Records (MVR) reports are reviewed for CDL applicants.
- Interviews are conducted by the HR Manager to determine eligibility for a road test.
- Driver trainers administer road tests and collaborate with Operations Management to finalize hiring decisions.
- All new hires undergo background checks and drug screenings.

### **Safety Committee**

- Members: Representatives from Front Load, Residential, and Roll-Off departments, as well as the Safety, Operations, and Maintenance Managers.
- Objective: Analyze incidents monthly, categorize them as minor, major, at-fault, or non-fault, and develop preventive measures.

### **Safety Training and Meetings**

- Monthly safety meetings cover safety protocols and customer service training for all drivers and shop personnel.

### **Incident and Accident Policy**

- Incidents (e.g., minor property damage) and accidents (e.g., ticketed violations) are evaluated monthly by the Safety Committee.
- Corrective actions include remedial training, probation, suspension, or termination based on safety history and risk assessments.



### **Incentive Program**

- Drivers with exemplary safety, service, and equipment maintenance records are entered into quarterly prize raffles.
- Annual safety awards recognize drivers with a perfect safety record, including placement on a plaque and an annual safety allowance.

### **Driver Observation Program**

- Annual observation for all route drivers, with extensive training for new drivers (minimum 120 supervised hours).
- Observations assess performance, safety, and professionalism, with feedback provided for continuous improvement.

### **Risk Management Team**

- The team provides training, conducts route observations, participates in ride-alongs, and performs truck inspections to ensure safety and efficiency.

### **Training and Leadership Development**

- Lead Trainers oversee training, routing, and performance observation.
- Trainers and floaters undergo Smith's Train-the-Trainer course to enhance decision-making and professionalism.

### **Video Observation**

- Onboard cameras monitor driver behavior, providing actionable insights for targeted training and safety improvement.

### **Vehicle Inspection and Equipment**

- Drivers perform vehicle inspections before and after each use, adhering to DOT standards.
- Trucks are equipped with safety tools, including spill kits, reflective triangles, fire extinguishers, and more.



### **Oil Spill Response Procedure**

1. Driver reports spill to their supervisor.
2. Supervisor informs the Safety Manager.
3. Safety Manager notifies city officials and coordinates cleanup.
4. Cleanup involves portable steam cleaning equipment and onsite observation by the Safety Manager.

ACE Disposal is committed to maintaining the highest standards of safety through ongoing training, monitoring, and equipment maintenance, ensuring our services are delivered professionally and responsibly.

### **Additional Concerns from Woods Cross City**

ACE Disposal recognizes that incidents involving parked vehicles are 100% preventable. These incidents typically occur under challenging conditions, such as narrow streets, an overwhelming number of poorly parked cars, or snowy and icy weather. To minimize the risk of such occurrences, ACE Disposal has implemented the following measures:

- ACE follows the FMCSA guidelines on cell phones to prevent driver distractions.
- Conducted continuous training in defensive driving techniques.
- Invested in a driving simulator to train drivers on operating in tight spaces.

### **Accident Response and Accountability**

Despite preventive efforts, accidents can happen. When they do, ACE Disposal responds with a dedicated investigation team to determine the cause and implement strategies to prevent recurrence. The company takes full accountability for its actions, ensuring prompt repairs and fair compensation.

### **Commitment to Safety**

Operating in the waste removal industry presents unique challenges, including navigating through heavy traffic, dealing with distracted drivers, and ensuring pedestrian safety. Safety is a top priority at ACE Disposal, and the company's safety department actively addresses these challenges through the following initiatives:



- Investment in advanced driver simulators for training on pedestrian and cyclist awareness in traffic.
- Comprehensive training in the “Smith System” defensive driving program.
- Increased one-on-one driver training to enhance awareness of e-bikes and bicycles.
- Heightened Focus on child and pedestrian safety.
- Daily in-field evaluations by trainers to identify and correct unsafe driving behaviors.

ACE Disposal is committed to maintaining high safety standards to protect the community and ensure the reliability of its services.



## WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: ACE DISPOSAL CO

Risk ID: 430174762

Rating Effective Date: 03/01/2025

Production Date: 10/23/2024

State: UTAH

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses	Split Point
UT	.51	425,394	644,961	219,567	190,232	49,820	318,206	127,974	14,000
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses	
.51		425,394	644,961	219,567	182,454	49,820	262,973		80,519

	Primary Losses	Stabilizing Value	Ratable Excess	Totals	
Actual	(I) 80,519	$C * (1 - A) + G$ 258,263	(A) * (F) 93,052	(J) 431,834	
Expected	(E) 219,567	$C * (1 - A) + G$ 258,263	(A) * (C) 216,951	(K) 694,781	
	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors					(J) / (K) .62

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

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# WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: ACE DISPOSAL CO

Risk ID: 430174762

Rating Effective Date: 03/01/2025

Production Date: 10/23/2024

State: UTAH

43-UTAH Firm ID: Firm Name: ACE DISPOSAL CO

Carrier: 14354 Policy No. WC012016092 Eff Date: 03/01/2021 Exp Date: 03/01/2022

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0	02900036721	06	F	3,403	3,403
8742	.05	.37	691,606	346	128	NO. 11	06	*	7,609	7,609
8810	.02	.44	3,559,322	712	313	02900036976	09	F	32,248	14,000
9403	1.10	.34	16,983,397	186,817	63,518	02900036434	09	F	40,206	14,000
9812	EMPLOYERS LIABILIT			0	0					
<b>Policy Total:</b>			<b>21,234,325</b>	<b>Subject Premium: 638,809</b>		<b>Total Act Inc Losses:</b>		<b>83,466</b>		

43-UTAH Firm ID: Firm Name: ACE DISPOSAL CO

Carrier: 14354 Policy No. WC012016092 Eff Date: 03/01/2022 Exp Date: 03/01/2023

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0	02900037939	05	F	4,180	4,180
8742	.05	.37	1,116,942	558	206	02900038075	05	O	94,296	14,000
8810	.02	.44	3,909,076	782	344	02900037855	06	F	2,284	2,284
9403	1.10	.34	19,782,364	217,606	73,986	02900037794	06	F	3,306	3,306
9812	EMPLOYERS LIABILIT			0	0	02900037220	06	F	4,414	4,414
						02900037589	06	F	6,036	6,036
						NO. 10	06	*	6,443	6,443
						02900037289	09	F	68,370	14,000
<b>Policy Total:</b>			<b>24,808,382</b>	<b>Subject Premium: 607,223</b>		<b>Total Act Inc Losses:</b>		<b>189,329</b>		

43-UTAH Firm ID: Firm Name: ACE DISPOSAL CO

Carrier: 13072 Policy No. WC012016092 Eff Date: 03/01/2023 Exp Date: 03/01/2024

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	WAIVER OF SUBROGAT			0	0	02900038272	06	F	5,439	5,439
8742	.05	.37	1,391,588	696	258	NO. 11	06	*	6,860	6,860
8810	.02	.44	4,172,834	835	367	02900039001	06	O	8,000	8,000
9403	1.10	.34	21,509,916	236,609	80,447	02900038544	06	F	25,112	14,000
9812	EMPLOYERS LIABILIT			0	0					
<b>Policy Total:</b>			<b>27,074,338</b>	<b>Subject Premium: 862,189</b>		<b>Total Act Inc Losses:</b>		<b>45,411</b>		

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\* Total by Policy Year of all cases \$2,000 or less.

D Disease Loss

C Catastrophic Loss

E Employers Liability Loss

# ACE DISPOSAL, INC.

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To report a problem with this job [click here](#)

Please fill out application at [Apply Here](#)

DWS Job #	4831000
Job Title	Transfer Trailer Driver
Salary	\$26.00
Location	WEST VALLEY CITY, UT, 84119
Description	

- Must have hydraulic operation experience
- 2 years class A CDL driving experience with dump or straight truck manual transmission is preferred.
- 2 years' experience with route driving or delivery in Salt Lake is helpful. Experience driving in snowy icy conditions and a CDL (class A) license is mandatory.
- Must have clean MVR with no DUI convictions.
- Must be 22 years old or older
  
- Profit Sharing Program,
- 401(k) with match,
- Health,
- Medical, Dental, and Vision insurance,
- Flex Spending,
- Paid Basic Life Insurance,
- Paid Long-Term Disability,

### **103 Equal Employment Opportunity**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Ace will be based on merit, qualifications, and abilities. Ace does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, veteran status, genetics, or any other protected group status. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training. In addition to a commitment to provide equal employment opportunities to all qualified individuals, Ace has established an affirmative action program to promote opportunities for individuals in certain protected classes throughout the organization. Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Human Resources Department. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be in violation of Ace Disposal, Inc. Employee Policy Manual 2 engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.



August 19, 2025

To whom it may concern:

ACE Recycling and Disposal offers health, dental and vision insurance. ACE's health insurance is through Select Health, and the Group ID is 78-800218. Please call 801-363-9995 or email [mikeb@acedisposal.com](mailto:mikeb@acedisposal.com) with any questions.

Sincerely,

Michael Baker, PHR, SHRM-CP  
HR Manager  
Ace Disposal, Inc.

Please fill out application at [Apply Here](#)

DWS Job #	4831001
Job Title	Janitor/Groundskeeper
Salary	\$22.00
Location	WEST VALLEY CITY, UT, 84119
Description	<p><b>Position Overview:</b> We are looking for a reliable and detail-oriented Janitor / Groundskeeper to join our team. This position is responsible for ensuring our facilities and surrounding grounds remain clean, safe, and well-maintained. The ideal candidate takes pride in their work, can manage multiple cleaning and maintenance tasks, and has a proactive attitude.</p>

**Key Responsibilities:**

**Interior Building Cleaning**

- \* Sweep, mop, and vacuum floors in offices, break rooms, restrooms, and common areas
- \* Dust surfaces, vents, ledges, and furniture
- \* Clean and sanitize bathrooms, including sinks, toilets, mirrors, and fixtures
- \* Empty trash bins and replace liners throughout the facility

# West Valley City Pricing Sheet Clarifications

## Clarifying Statements

- \$3.84 per cart on all of the city parks is a monthly price for all services that are 1x per week. The pricing sheet states, “Per Container Pickup”, but then it has a monthly price per container, so we listed \$3.84 as if all of those would be 1x per week service. For any containers that need 2x per week service, it will be \$7.68 per month per 96-gallon trash container.
- There is a \$0.00 charge per ton on glass recycling, that is why the number is \$0.00 on the pricing sheet.

## Recycle Processing Per Ton

- The cost per ton is listed as \$6.15 for the processing cost because that is the average West Valley City paid for the year 2024.
  - WVC paid \$27,700.30 in 2024 for 4500.74 tons. ACE paid \$101,928.20 in 2024 for those same tons.
  - ACE plans on continuing the same program we have now with WVC which is to cover 100% of the processing costs up to \$25.00 per ton and then WVC covers 100% of the processing costs from \$25.00-\$65.00 per ton.
  - Anything past \$65.00 per ton will be shared at a 50/50 split between West Valley City and ACE.
- This partnership provides significant savings for WVC and also protects ACE in the event that recycle costs go up significantly, then we don't have to constantly change our rates with the City.

## Trash Disposal Per Ton

- ACE is proposing to continue hauling all the trash to our ACE Intermountain Recycling Facility transfer station located at 1240 Wallace Rd, Salt Lake City, UT 84104. If another disposal location is desired, ACE is willing to work with the City to come up with different hauling rates to accommodate the additional time.
- With increased pricing and cost uncertainty with nearby public landfills and transfer stations, we are confident our transfer station and rates will provide a better price guarantee for future planning.
- ACE is proposing \$33.00 per ton starting 7/1/2026 with a \$0.50 cost escalation per year starting 7/1/2027.

## **COST OF LIVING INCREASE**

- Prices quoted are guaranteed one year after the contract start date. After year one of the contract an annual cost of living increase will apply based upon changes in the Consumer Price Index for the West Region using the Water, Sewer, and Trash Collection (WST) index **or another mutually agreed upon index.**
- This cost-of-living increase only applies to the hauling of trash and recyclables and does not pertain to the disposal of waste or processing costs of recyclables.

## **ADDITIONAL FEES**

- **There will be NO other additional fees for this contract.**
- There will be NO fuel surcharge for this contract.
- There will be NO overload fees.
- There will be NO contamination fees.

**WEST VALLEY CITY SOLID WASTE COLLECTION AND DISPOSAL CONTRACT PRICING PROPOSAL**

<b>Name of Proposer:</b>	<b>ACE Recycling &amp; Disposal</b>
--------------------------	-------------------------------------

**WEEKLY AUTOMATED RESIDENTIAL SOLID WASTE COLLECTION**

<b>Description</b>	<b>Rounded Bid Quantities</b>	<b>Bid Unit</b>	<b>Bid Unit Price</b>	<b>Bid Unit Price Description</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
Price per residential unit per first container	27,700	Cost per month per first container	\$ 5.42	Monthly Unit Price	\$ 150,134.00	\$ 1,801,608.00
Price per container for each additional container	9,750	Cost per month per additional container	\$ 3.84	Monthly Unit Price	\$ 37,440.00	\$ 449,280.00
<b>Solid Waste Collection Totals</b>					<b>\$</b>	<b>2,250,888.00</b>

**BI-WEEKLY AUTOMATED RESIDENTIAL RECYCLABLE COLLECTION**

<b>Description</b>	<b>Rounded Bid Quantities</b>	<b>Bid Unit</b>	<b>Bid Unit Price</b>	<b>Bid Unit Price Description</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
Price per residential unit with one container	26,100	Cost per month per container	\$ 3.36	Monthly Unit Price	\$ 87,696.00	\$ 1,052,352.00
Price per container for each additional container	650	Cost per month per container	\$ 3.36	Monthly Unit Price	\$ 2,184.00	\$ 26,208.00
<b>Recycle Collection Totals</b>					<b>\$</b>	<b>1,078,560.00</b>

**MONTHLY BULKY WASTE COLLECTION**

<b>Description</b>	<b>Rounded Bid Quantities</b>	<b>Bid Unit</b>	<b>Bid Unit Price</b>	<b>Bid Unit Price Description</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
Price per residential unit	28,000	Per Residential Unit	\$ 1.27	Monthly Unit Price	\$ 35,560.00	\$ 426,720.00
<b>Bulky Waste Collection Totals</b>					<b>\$</b>	<b>426,720.00</b>

**NEIGHBORHOOD DUMPSTER PROGRAM**

<b>Description</b>	<b>Rounded Bid Quantities</b>	<b>Bid Unit</b>	<b>Bid Unit Price</b>	<b>Bid Unit Price Description</b>		<b>Annual Cost</b>
Price per dumpster (including delivery and pickup)	1,800	Dumpsters	\$ 187.00	Unit Price		\$ 336,600.00

**COMMUNITY SERVICE PROJECT DUMPSTER PROGRAM**

<b>Description</b>	<b>Rounded Bid Quantities</b>	<b>Bid Unit</b>	<b>Bid Unit Price</b>	<b>Bid Unit Price Description</b>		<b>Annual Cost</b>
Price per dumpster (including delivery and pickup)	200	Dumpsters	\$ 313.00	Unit Price		\$ 62,600.00
					<b>Dumpster Collection Totals</b>	<b>\$ 399,200.00</b>

**GLASS RECYCLING DROP-OFF LOCATIONS**

<b>Description</b>	<b>Rounded Bid Quantities</b>	<b>Bid Unit</b>	<b>Bid Unit Price</b>	<b>Bid Unit Price Description</b>		<b>Annual Cost</b>
Price per Dumpster (including delivery, pickup)	3	Dumpsters	\$ 187.00	Monthly Unit Price	\$ 561.00	\$ 6,732.00
Price per Ton to Recycle Glass	65	Tons	\$ -	Monthly Unit Price	\$ -	\$ -
					<b>Glass Recycling Totals</b>	<b>\$ 6,732.00</b>

**CHRISTMAS TREE DISPOSAL**

<b>Description</b>	<b>Rounded Bid Quantities</b>	<b>Bid Unit</b>	<b>Bid Unit Price</b>	<b>Bid Unit Price Description</b>		<b>Annual Cost</b>
Price per Dumpster (including delivery and pickup)	12	Dumpsters	\$ 187.00	Unit Price		\$ 2,244.00
Christmas Tree Disposal	10	Tons	\$ 33.00	Unit Price		\$ 330.00
					<b>Christmas Tree Totals</b>	<b>\$ 2,574.00</b>

**COLLECTION AT CITY FACILITIES**

<b>Description</b>	<b>Number of Containers</b>	<b>Total Pickups per Week (Container total x pickups per week)</b>	<b>Bid Unit</b>	<b>Bid Unit Price</b>	<b>Bid Unit Price Description</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>
2 Yard Trash	1	1	Per Container	\$ 81.00	Monthly price per container	\$ 81.00	\$ 972.00
3 Yard Trash	1	1	Per Container	\$ 91.00	Monthly price per container	\$ 91.00	\$ 1,092.00
4 Yard Trash	6	9	Per Container	\$ 99.00	Monthly price per container	\$ 891.00	\$ 10,692.00
6 Yard Trash	11	25	Per Container	\$ 118.00	Monthly price per container	\$ 2,950.00	\$ 35,400.00
8 Yard Trash	4	14	Per Container	\$ 151.00	Monthly price per container	\$ 2,114.00	\$ 25,368.00
30 Yard Trash	3	3	Per Container	\$ 187.00	Monthly price per container	\$ 561.00	\$ 6,732.00
96 Gal Trash	43	68	Per Container	\$ 3.84	Monthly price per container	\$ 261.12	\$ 3,133.44
6 Yard Recycle	2	4	Per Container	\$ 136.00	Monthly price per container	\$ 544.00	\$ 6,528.00
40 Yard Recycle	1	1	Per Container	\$ 187.00	Monthly price per container	\$ 187.00	\$ 2,244.00
96 Gal Recycle	18	18	Per Container	\$ 3.36	Monthly price per container	\$ 60.48	\$ 725.76
<b>City Facility Collection Totals</b>						<b>\$</b>	<b>92,887.20</b>

**COLLECTION FROM CITY PARKS**

<b>Description</b>	<b>Rounded Bid Quantities</b>	<b>Bid Unit</b>	<b>Bid Unit Price</b>	<b>Bid Unit Price Description</b>	<b>Monthly Cost</b>	<b>Annual Cost</b>	
Parks - 96-Gallon Containers	789	Per Container Pickup	\$ 3.84	Monthly price per container	\$ 3,029.76	\$ 36,357.12	
<b>City Park Collection Totals</b>						<b>\$</b>	<b>36,357.12</b>

SOLID WASTE DISPOSAL						
Description	Rounded Bid Quantities	Bid Unit	Bid Unit Price	Bid Unit Price Description		Annual Cost
Disposal Price per Ton	51,300	Tons	\$ 33.00	Unit Price		\$ 1,692,900.00
					<b>Disposal Total</b>	<b>\$ 1,692,900.00</b>

RECYCLABLE MATERIAL PROCESSING						
Description	Rounded Bid Quantities	Bid Unit	Bid Unit Price	Bid Unit Price Description		Annual Cost
Recyclable Material Processing Price per Ton	4,500	Tons	\$ 6.15	Unit Price		\$ 27,675.00
					<b>Recyclable Material Processing Total</b>	<b>\$ 27,675.00</b>

					<b>Total Annual Bid Price</b>	<b>\$ 6,014,493.32</b>
--	--	--	--	--	-------------------------------	------------------------

**ATTACHMENT A**  
**PERFORMANCE AND PAYMENT BONDS**



## IMPORTANT NOTICE REGARDING COMPENSATION DISCLOSURE

For information about how Travelers compensates independent agents, brokers, or other insurance producers, please visit this website: [www.travelers.com/w3c/legal/Producer\\_Compensation\\_Disclosure.html](http://www.travelers.com/w3c/legal/Producer_Compensation_Disclosure.html)

If you prefer, you can call the following toll-free number: 1-866-904-8348. Or you can write to us at Travelers, Enterprise Development, One Tower Square, Hartford, CT 06183.



Travelers Casualty and Surety Company of America  
Hartford, CT 06183

**CONTINUATION CERTIFICATE  
FIDELITY OR SURETY BONDS/POLICIES**


License No. \_\_\_\_\_

In consideration of \$10,500.00 dollars renewal premium, the term of Bond/Policy No. 106815439 in the amount of \$1,000,000.00, issued on behalf of ACE DISPOSAL, INC., whose address is 2274 S TECHNOLOGY DRIVE SALT LAKE CITY, UT 84110, in favor of WEST VALLEY CITY, whose address is 3600 S CONSTITUTION BLVD WEST VALLEY CITY, UT 84119, in connection with Performance Bond-Annual Form is hereby extended to July 1, 2026, subject to all covenants and conditions of said bond/policy.

This certificate is designed to extend only the term of the bond/policy. It does not increase the amount which may be payable thereunder. The aggregate liability of the Company under the said bond/policy together with this certificate shall be exactly the same as, and no greater than it would have been, if the said bond/policy had originally been written to expire on the date to which it is now being extended.

Signed, sealed and dated March 28, 2025

Travelers Casualty and Surety Company of America

By:   
\_\_\_\_\_  
Bryce Grissom, Senior Vice President

**ATTACHMENT B**  
**EVIDENCE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 419 Flint Street Reno NV 89501	<b>CONTACT NAME:</b> Vicki Vanderberg	
	<b>PHONE (A/C. No. Ext):</b> 805-545-8206	<b>FAX (A/C. No):</b> 805-545-8224
<b>E-MAIL ADDRESS:</b> Vicki_Vanderberg@ajg.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> National Interstate Insurance Company		32620
<b>INSURER B :</b> Gemini Insurance Company		10833
<b>INSURER C :</b> Harleystown Insurance Company of NY		10674
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES**

CERTIFICATE NUMBER: 1686318984

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			LJG 8310007 01	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			WAR 8310007 10	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			GVE100356101 (AL.GL.EL)	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability (1st Layer)			CRA0000203 (AL)	7/1/2025	7/1/2026	Occ / Agg 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage Only.  
 Evidence Of insurance.

**CERTIFICATE HOLDER****CANCELLATION**

West Valley City  
 2518 S 1810 W  
 West Valley City UT 84119

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**\* \* \* END OF DOCUMENT \* \* \***



**WEST VALLEY CITY**

[www.wvc-ut.gov](http://www.wvc-ut.gov)

# Residential Solid Waste and Recycling Services Agreement

# Agreement History and Timelines

- Waste Connections – July 2002 to June 2005
- Ace Disposal – July 2005 to June 2011
- Waste Management – July 2011 to June 2019
- Ace Disposal – July 2019 to June 2026
- **New Agreement – July 2026 to June 2032 or 2034 or 2036**
  - Six-year term
  - Two optional two-year extensions

# Services Requested in RFP

## Primary Services

- Weekly garbage collection and disposal
- Bi-weekly curbside recycle collection (with opt-out)
  - Recyclable material processing
- Bulky Waste Pickup
- Neighborhood Cleanup Program (reservable dumpsters)

## Supplemental Services

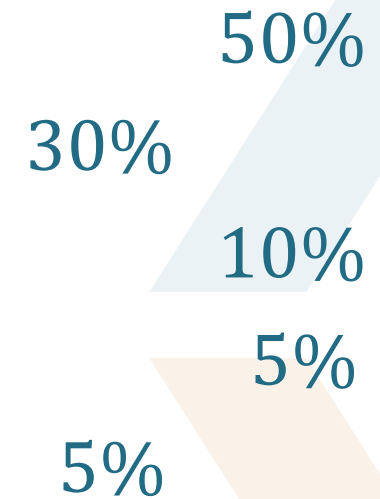
- Glass Recycling Drop-off (3 locations)
- Community Service Project Dumpsters
- Christmas Tree Disposal
- City Facility Dumpsters
- City Park Garbage Collection

# Request for Proposals

- Two responsive proposals received
  - Waste Management of Utahn Inc.
  - Ace Recycling and Disposal

# Proposal Evaluation Criteria

- Cost
- Capacity, Equipment, Facilities and Experience
- Customer Service
- Safety
- Operations Plan



**Proposal Evaluation - 2025 West Valley City Residential Solid Waste RFP**

	Ace Recycling & Disposal	Waste Management of Utah
<b>Total Evaluated Cost (TEC)</b>	<b>\$6,014,493</b>	<b>\$6,174,835</b>
<b>Preference Reduction % (per RFP)</b>	2%	1%
<b>Preference Adjusted Cost (PAC) = TEC×(1–Preference%)</b>	\$5,894,203	\$6,113,087
<b>Cost Points (0–100)</b>	100.0	96.4
<b>=(Lowest PAC)/(Vendor PAC)*100)</b>		
<b>Capacity- Equipment- Facilities- Experience (0–100)</b>	100.0	100.0
<b>Customer Service (0–100)</b>	90.0	50.0
<b>Safety (0–100)</b>	100.0	100.0
<b>Operations Plan (0–100)</b>	90.0	90.0
<b>Weighted Scores (100 total points possible)</b>		
<b>Weighted Cost Points (50%)</b>	50.0	48.2
<b>Weighted Capacity- Equipment- Facilities- Experience Pts (30%)</b>	30.0	30.0
<b>Weighted Customer Service Points (10%)</b>	9.0	5.0
<b>Weighted Safety Points (5%)</b>	5.0	5.0
<b>Weighted Operations Plan Points(5%)</b>	4.5	4.5
<b>Total Score</b>	<b>98.5</b>	<b>92.7</b>
<b>Rank</b>	<b>1</b>	<b>2</b>

# Recyclable Material Processing

- Ace proposed cost sharing on recyclable material processing to address fluctuating values of recycled materials
  - Processing Costs
    - \$0 to \$25 per ton – Ace pays 100%
    - \$25 to \$65 per ton – WVC Pays 100%
    - Over \$65 per ton – WVC and Ace Split 50/50

# Future Price Escalation

- RFP Allowed for bidders to propose a method to address inflating costs for the life of the contract.
- Ace Proposed the following:
  - Solid Waste Disposal Fee (Year One: \$33/ton)
    - Price increases by \$0.50 per ton per year (1.5% to 1.3% per year)
  - Inflation Index for other collection unit prices
    - Each year in July increase unit prices by the U.S. Bureau of Labor Statistics (BLS) Water, Sewer and Trash Collection Services Consumer Price Index (CPI-U) (Will use the index for the month of April)

# Fiscal Impact of new contract

- Between hauling and disposal
  - +13%
  - \$714,000

# Sanitation Fee and Fund Status

- Fee increased in Jan 2023 from \$15.50 to \$16.50
- Fee increased in Jan 2024 to \$17.50
- \$1.5M Approximate Current Fund Balance
- FY2026-27 Projected budget deficit of \$900k
- Recommend evaluating expenditures in January 2027 for potential fee increase



*Description: Approval and execution of a Real Estate Purchase and Sale Agreement and a Quit Claim Deed.*

*Fiscal Impact: \$101,000.00*

*Funding Source: Revenue*

*Account #: NA*

**Budget Opening Required:**

**Issue:**

A resolution to approve and execute a Real Estate Purchase and Sale Agreement and a Quit Claim Deed.

**Summary:**

5700 West WVC Owner, LLC has signed a Real Estate Purchase and Sale Agreement for the purchase of a parcel of land located north of 2300 South west of 5700 West (14-23-277-015) from West Valley City.

**Background:**

West Valley City owns a parcel of land north of 2300 South west of 5700 West. 5700 West WVC Owner, LLC owns the adjacent parcel north of the West Valley City parcel along with property south of 2300 South. 5700 West WVC Owner, LLC owns a total of approximately 5.0 acres west of 5700 West, north and south of 2300 South. They will also be requesting vacation of 2300 South west of 5700 West.

The sale price of \$101,000.00 for the 7,006 square foot parcel (0.161 acre) was based upon an appraisal prepared by Integra Realty Resources.

**Recommendation:**

Approve and authorize the mayor to execute said Real Estate Purchase and Sale Agreement and the Quit Claim Deed. Closing of sale and recording of documents will be handled through a title company.

Department: Public Works  
Submitted by: Steven J. Dale, P.L.S.  
Date: 03/12/2025



**WEST VALLEY CITY, UTAH**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A REAL ESTATE PURCHASE AND SALE AGREEMENT BETWEEN THE CITY AND 5700 WEST WVC OWNER, LLC.**

**WHEREAS**, the City owns certain property adjacent to a development owned by 5700 West WVC Owner, LLC (“Buyer”); and

**WHEREAS**, the City is willing to sell said property to Buyer; and

**WHEREAS**, the City and Buyer have prepared a Real Estate Purchase and Sale Agreement (the “Agreement”) and a Quitclaim Deed from City to Buyer (the “Deed”), setting forth the terms of said sale; and

**WHEREAS**, the City Council of West Valley City, Utah, does hereby determine that it is in the best interests of the health, safety, and welfare of the citizens of West Valley City to approve the Agreement and the Deed.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of West Valley City, Utah, that the Mayor is authorized to execute and the City Recorder is authorized to record said Agreement and Deed for and on behalf of the City, subject to approval of the final form of the Agreement and Deed by the City Manager and City Attorney’s Office.

**PASSED, APPROVED and MADE EFFECTIVE** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

**WEST VALLEY CITY  
REAL ESTATE PURCHASE AND SALE AGREEMENT**

This Real Estate Purchase and Sale Agreement (the “Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026 (“Effective Date”) by and between West Valley City, a political subdivision of the State of Utah (hereinafter, the “Seller”), and 5700 West WVC Owner, LLC (hereinafter, the “Buyer”). The foregoing entities are sometimes referred to individually as a “Party” or collectively as the “Parties.”

**RECITALS:**

- A. The Seller owns certain property as described in the Quit Claim Deed attached hereto and incorporated herein as Exhibit A in West Valley City, Utah (the “Property”). For purposes of this Agreement, the term “Property” shall include all the Property purchased pursuant to the terms of this Agreement and all of the Seller’s right, title, and interest in and to all leases, privileges, right-of-way, easements, and appurtenances, and all other rights appurtenant to or connected with the beneficial use or enjoyment of the Property, including, without limitation, any of the Seller’s right, title, and interest in and to immediately adjacent public streets, roads, alleys, or rights-of-way; all water and mineral rights; all surveys in the Seller’s possession or control relating to the Property; and all soils and other geological or environmental studies, investigations, and reports, engineering studies and reports, wetlands information and reports, and landscaping plans and specifications in the Seller’s possession or control relating to the Property.
  
- B. The Seller agrees to sell the Property to the Buyer, and the Buyer desires to purchase the Property from the Seller, upon the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Agreement, the Buyer and the Seller agree as follows:

**AGREEMENT:**

**1. Purchase of Property.**

- a. Generally. Subject to the terms and conditions of this Agreement, the Seller agrees to sell the Property to the Buyer, and the Buyer agrees to purchase the Property from the Seller. The Property shall be conveyed by quit claim deed in the form attached hereto as Exhibit A (“Deed”), subject only to those title matters which are acceptable to the Buyer.
  
- b. Escrow Agent. The parties shall open an escrow with Metro National Title, Attn: Nicole Aoki, Phone No.: 801-561-1224, Email: naoki@metrotitle.com (“Escrow Agent”) no later than three (3) business days following the Effective Date, by depositing an executed copy of this Agreement with the Escrow Agent. Escrow

Agent, by its execution at the end hereof, agrees to act as Escrow Agent under this Agreement. The Parties shall utilize the Escrow Agent to consummate the Closing.

2. **Purchase Price.** The “Purchase Price” for the Property shall be \$101,000.00. Within five (5) business days of the Effective Date, Buyer shall deposit with the Escrow Agent the sum of One Thousand and No/100 Dollars (\$1,000.00) earnest money (the “Earnest Money”) in the form of a cashier’s or official check, wired funds, or other cash equivalent federal funds. At Closing, the Earnest Money shall be applied to the Purchase Price and be disbursed to Seller.
3. **Conditions to Closing.** The Closing shall not occur until each one of the following conditions precedent has been satisfied:
  - a. Approval of Title. At the Closing, the title to the Property shall be in a condition that is acceptable to the Buyer such that at Closing, the Escrow Agent shall issue (or irrevocably commit to issue) its standard form ALTA owner’s policy of title insurance, in the face amount of the Purchase Price showing title to the Property to be vested of record in Buyer subject only to the subject only to those title matters which are acceptable to the Buyer and with such extended coverage and endorsements as required by Buyer (“Owner’s Policy”). At the Buyer’s or Escrow Agent’s written request, the Seller shall provide such documentation, releases, or reconveyances as may be necessary for Escrow Agent to issue the Owner’s Policy at Closing.
  - b. Approval of the City Council. This Agreement and transaction must be approved by the City Council of West Valley City.
4. **Closing.** The term “Closing” is used in this Agreement to mean the time at which the title company records the Deed in the office of the Salt Lake County Recorder. The Closing shall occur within sixty (60) days of execution of this Agreement unless the Buyer and the Seller mutually agree in writing to close the transaction on an alternate date.
  - a. Buyer Deliveries. On or before the Closing Date, the Buyer shall deliver payment of the Purchase Price to Escrow Agent.
  - b. Seller Deliveries. On or before the Closing Date, the Seller shall deliver the duly executed and acknowledged Deed in favor of the Buyer, conveying fee title to the Property, free and clear of all liens and encumbrances which are unacceptable to the Buyer.
  - c. Costs. The Parties shall equally share all Closing costs, including the Owner’s Policy, escrow and recording costs.
  - d. Failure to Deliver.

- (i) If the Buyer fails or refuses to deliver the required funds at the Closing, the Seller may, at the Seller's option, extend the time for the Closing, or may receive the Earnest Money and all interest earned thereon as liquidated damages for such default, which damages shall be Seller's sole and exclusive remedy at law or in equity with regard to any default or breach of Buyer. All costs shall be borne by the Party incurring the cost.
- (ii) If the Seller fails or refuses to deliver the sDeed identified in Section 1.a., or such other documents as may be necessary for the Seller to perform at the Closing, the Buyer may, at the Buyer's option, extend the time for the Closing, may terminate this Agreement and receive a refund of all Earnest Money with all interest earned thereon, or may commence an action to compel specific performance by the Seller. All costs shall be borne by the Party incurring the cost.

e. Prorations.

- (i) All water, sewer, and utility charges for the Property.
- (ii) Seller is a tax-exempt entity and no taxes are outstanding. If the sale of the Property causes any taxes to be assessed against the Property for tax year 2026, said taxes shall be the responsibility of the Buyer since the Seller is tax-exempt.
- (iii) All levied or pending assessments affecting the Property.
- (iv) Current rents received from the Property, if any.

The Seller shall furnish to the Buyer sufficient information to enable the Buyer and the Seller to make the prorations required under this Agreement.

**5. Seller's Representations, Warranties and Covenants.**

- a. The parties expressly understand that each of the following representations, warranties, and covenants made herein is material, and that the Buyer is relying upon each of such representations, warranties, and covenants as true and correct as of the date on which the parties executed this Agreement and as of the Closing Date, as though such representations, warranties and covenants had been made on each of such dates. As a condition to the Closing, the Seller hereby makes the following representations and warranties, in addition to any others made in this Agreement:
  - (i) At the Closing, the Seller will be the sole owner of the Property and will hold title to the Property in fee simple, clear of all encumbrances.
  - (ii) The Seller warrants that there is no pending claim, suit, or litigation that involves the Property.

- (iii) At the Closing, there will be no unpaid bills or claims in connection with the Property, except for utility bills related to leases.
- (iv) Between the Effective Date of this Agreement and the Closing date, the Seller, without the Buyer's prior written consent, shall not subject any right, title, or interest in the Property to any mortgage, pledge, lien, or other encumbrance.
- (v) This Agreement and the consummation of this transaction do not and will not contravene any provision of any judgment, order, decree, writ, or injunction, and will not result in a breach of, constitute a default under, or require consent pursuant to any credit agreement, lease, indenture, mortgage, deed of trust, purchase agreement, guaranty, or other instrument to which any of the persons or entities comprising the Seller are presently a party or by which any of the same or their respective assets are presently bound or affected.
- (vi) All documents delivered to the Buyer by the Seller pursuant to this Agreement are true, correct, and complete originals or accurate copies of originals.
- (vii) Between the Effective Date of this Agreement and the Closing date, the Seller, without the Buyer's prior written consent, shall not enter into any leases on or involving the Property.
- (viii) This terms and conditions of this Agreement constitute a property conveyance transaction between a willing Buyer and a willing Seller at arm's length. The Seller has not entered into this Agreement as a result of any threat, promise or claim of the Buyer other than those contained herein this Agreement.

These representations, warranties, and covenants of the Seller shall survive the Closing on the Property.

6. **Brokerage Commissions.** Neither Party intends to employ a broker or agent with respect to the subject matter of this Agreement. If either Party does so, said Party shall bear the entire cost of such employment. The Seller hereby indemnifies the Buyer from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Seller. The Buyer hereby indemnifies the Seller from and against all claims, actions, damages, or costs, including reasonable attorney's fees and court costs, in connection with any claimed brokerage or real estate commissions with respect to the transaction contemplated by this Agreement that arise from or through any agent or broker consulted or used by the Buyer.



12. **Entire Agreement.** The Parties expressly agree that this Agreement and the exhibits attached hereto constitute the full and complete understanding and agreement of the parties, and that this Agreement supersedes all prior understandings, agreements, and conversations between the parties, whether oral or written. Any prior negotiations, correspondence, or understandings related to the subject matter of this Agreement shall be deemed to be merged into this Agreement and the attached exhibits.
13. **Severability.** If any term or provision of this Agreement is invalid or unenforceable for any reason whatever, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
14. **Captions and Headings.** The section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.
15. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original for all purposes, but all of which shall constitute but one and the same instrument.
16. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Utah.
17. **Assignability.** This Agreement shall bind and inure to the benefit of the assignees, heirs, and successors-in-interest of the Buyer and the Seller. Neither the Buyer nor the Seller shall assign its rights or delegate its obligations hereunder without the prior written consent of the other, such consent not to be unreasonable withheld, conditioned or delayed.
18. **Time of the Essence.** Time is of the essence with respect to the performance of the Parties under this Agreement.
19. **Waiver.** A waiver by either Party of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

*(Signatures follow)*

IN WITNESS WHEREOF, the Parties to this Agreement have executed this Agreement on the dates set forth below, the be effective as of the Effective Date.

**BUYER:**

5700 WEST WVC OWNER, LLC

By: Wadsworth 5700 West WVC, LLC, a Utah limited liability company  
Its: Manager

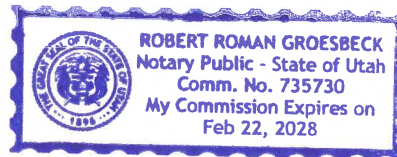
By: Wadsworth & Sons, LLC, a Utah limited liability company  
Its: Manager

By: \_\_\_\_\_  
Name: Kip L. Wadsworth  
Title: Executive Manager

STATE OF UTAH )  
 )  
 ) ss.  
COUNTY OF SALT LAKE )

On this 10<sup>th</sup> day of March, in the year 2026, before me personally appeared, Kip L. Wadsworth, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he is the Executive Manager, of Wadsworth & Sons, LLC, a Utah limited liability company, the Manager of Wadsworth 5700 West WVC, LLC, a Utah limited liability company, the Manager of 5700 West WVC Owner, LLC, a Utah limited liability company, and acknowledged to me that said entity executed the same.

\_\_\_\_\_  
Notary Public



**SELLER:**

WEST VALLEY CITY

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM City Attorney
By: _____
Date: _____

**EXHIBIT A  
FORM OF DEED**

**[See attached]**

**WHEN RECORDED RETURN TO:**

West Valley City Recorder  
3600 S. Constitution Boulevard  
West Valley City, Utah 84119

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Parcel No. 14-23-277-015

**QUIT CLAIM DEED**

West Valley City, a municipal corporation of the State of Utah, whose address 3600 S. Constitution Boulevard, West Valley City, Utah 84119, GRANTOR, hereby Quit Claims to **5700 West WVC Owner, LLC, a Utah limited liability company**, whose address is 166 E. 14000 South, Suite 210, Draper, Utah 84020, GRANTEE, for the sum of Ten Dollars (\$10) and other good and valuable consideration, receipt of which is hereby acknowledged, the following described tract of land in Salt Lake County, State of Utah. Said tract of land being described as follows:

A parcel of land conveyed to West Valley City by Warranty Deed recorded June 21, 2005, as Entry No. 9409747 in the office of the Salt Lake County Recorder, being more particularly described as follows:

BEGINNING at the southeast corner of Lot 1, Block 6, Haynes Addition Plat E subdivision, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder, State of Utah, and running thence North 00°23'46" East 25.34 feet, more or less to the northeast corner of said Lot 1; thence along the southerly boundary of that parcel conveyed to 5700 West WVC Owner, LLC by Quit Claim Deed recorded as Entry No. 14348320 in the office of the Salt Lake County Recorder the following eight (8) courses: (1) N.89°42'14"W. 125.77 feet; thence (2) S.00° 22'39"W. 5.07 feet; thence (3) N.89°42'12"W. 15.00 feet; thence (4) N.00°22'39"E. 5.07 feet; thence (5) N.89°42'14"W. 125.77 feet; thence (6) S.00°21'32"W. 15.20 feet; thence (7) N.89°42'08"W. 32.50 feet; thence (8) S.00°21'32"W. 10.13 feet to the existing northerly right of way line of 2300 South Street (Second Street per plat); thence South 89°42'04" East 299.02 feet along said northerly right-of-way line to the POINT OF BEGINNING. Containing 7,006 square feet, more or less.

Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants, and taxes and assessments of record or apparent or enforceable in law or equity.

*(Signatures follow)*



WHEN RECORDED RETURN TO:

West Valley City Recorder  
3600 S. Constitution Boulevard  
West Valley City, Utah 84119

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**WEST VALLEY CITY**

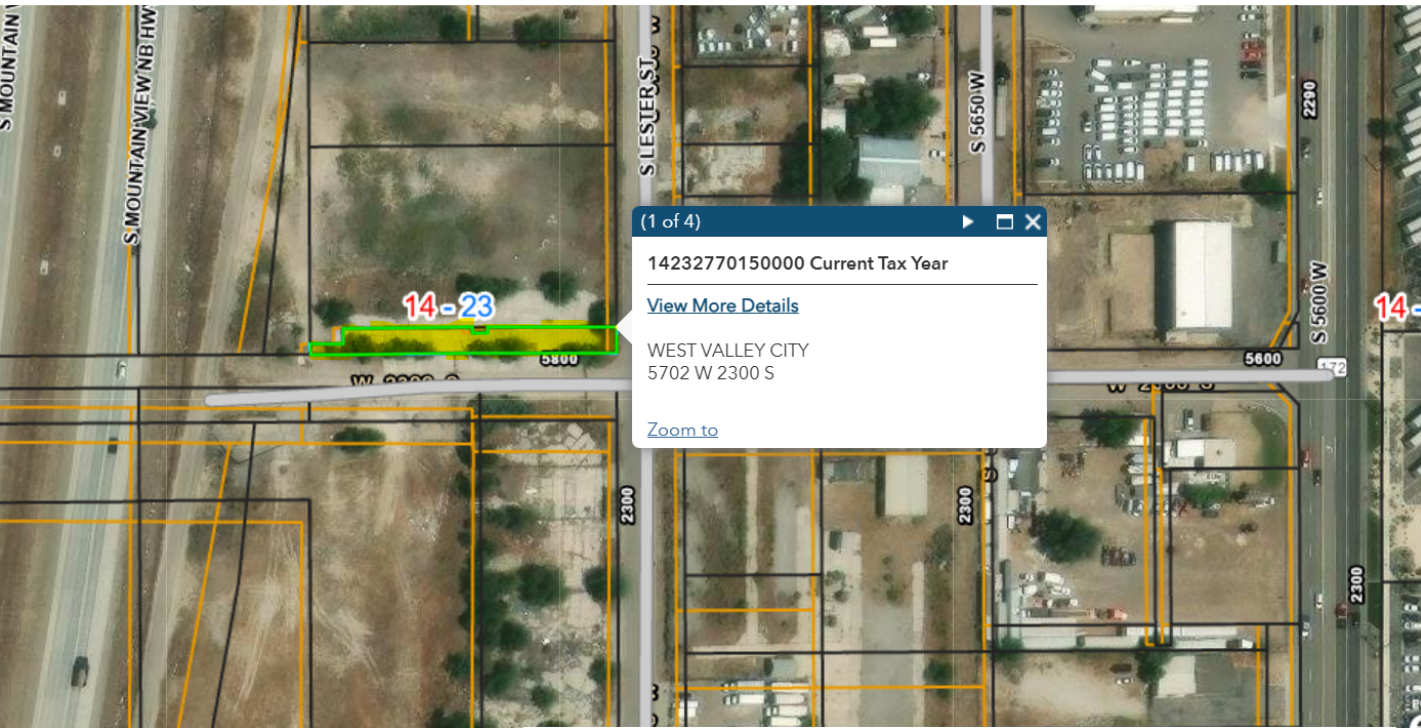
[www.wvc-ut.gov](http://www.wvc-ut.gov)

# Sale of WVC Property

5702 W 2300 S

Parcel #14-23-277-015

# Sale of Property to 5700 West WVC Owner, LLC



- Sale of 7,006 square feet of property to 5700 West WVC Owner, LLC
- Sale price of \$101,000.00