

## MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the “**Agreement**”) is made and entered into this 20<sup>th</sup> day of September, 2020 (“**Effective Date**”), by and between the Tooele County, Utah, (“**County**”) a Corporation of the State of Utah, and Allied Waste Services of North America, LLC dba Republic Services of Utah, a Delaware limited liability company qualified to do and actually doing business in the State of Utah (“**Company**”).

### RECITALS

WHEREAS, County desires that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

### TERMS AND CONDITIONS

1. Sole and Exclusive Franchise. Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal or recycling, if applicable, of all conforming Waste Material (as defined in Exhibit A) for the following types of locations (“**Location Types**”) within the territorial jurisdiction of the County (the “**Services**”):

#### Location Types

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Residential Units    | <input type="checkbox"/> Large Commercial Units     |
| <input type="checkbox"/> Small Commercial Units          | <input type="checkbox"/> Industrial Permanent Units |
| <input checked="" type="checkbox"/> Municipal Facilities | <input type="checkbox"/> Industrial Temporary Units |

2. Newly Developed Areas. If the County develops new areas (of the same Location Types as designated above) within the County’s territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The County shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the County annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).
3. Scope of Services. Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform weekly curbside municipal solid waste collection and biweekly curbside recycling collection services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in any exhibit attached hereto.
4. Disposal. Company shall deliver MSW curbside waste to the Tooele County Transfer Station or other licensed disposal location as approved by both parties. Curbside recycling volume will be taken by Company to a recycling drop-off location. County will pay for all tipping fees/disposal costs for both MSW tons and recycling tons. Quarterly, Company will bill County for recycling tipping fees and applicable contamination landfill charges. When available, County will receive 100% of recycling commodity rebates.

5. Out of Scope Services May Be Contracted for Directly with Customers. Company may provide collection and disposal or recycling service within the territorial jurisdiction of the County for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at their discretion. The County agrees that Company may use any information received from the County in marketing all of its available services to the Customers located within the County, whether included in the scope of this Agreement or not.
6. Exhibits. All Exhibits attached this Agreement are an integral part of the Agreement and are incorporated herein.
  - Exhibit A** Specifications for Municipal Solid Waste Services
  - Exhibit A-1** Municipal Solid Waste Pricing
  - Exhibit B** Specifications & Pricing for Recycling Services
7. Term. This Agreement begins on the Effective Date and expires seven (7) years thereafter but shall automatically renew for successive five-year periods (the “**Term**”) unless either party provides written notice of non-renewal at least ninety (90) days prior to the expiration of the then current Term, or unless otherwise terminated in accordance with the terms of this Agreement.
8. Rates for Services; Rate Adjustments; Additional Fees and Costs.
  - 8.1 Rates for Services. The rates for all Services shall be as shown on Exhibits A-1 and Exhibit B, subject to the rate adjustments and additional fees and costs as set forth herein.
  - 8.2 Annual Rate Adjustments. Company shall increase the rates for all services July 1, 2021 by 4.5%. Starting July 1, 2022, an annual increase will be implemented for all services in an amount equal to the greater of (a) 3% or (b) the percentage increase in the Consumer Price Index for All Urban Consumers (Garbage and Trash Index) U.S. County Average, as published by United States Department of Labor, Bureau of Statistics (the “**CPI**”). For the CPI calculation, rates will be adjusted using the most recently available trailing twelve (12) months average CPI compared to the twelve (12) months preceding.
  - 8.3 Change in Law Adjustments. Company may increase the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); (e) increased fuel costs; and (f) changes in costs due to a Force Majeure Event. Any of the foregoing cost adjustments shall be retroactive to the effective date of such increase or change in cost.
9. Invoicing; Payment; Service Suspension; Audits.
  - 9.1 Invoicing the County. The County shall invoice and collect from all Residential Units and Municipal Facilities Customers for Services provided by Company pursuant to this Agreement. The County shall report to Company (a) by the 5<sup>th</sup> of each month the total number of addresses subject to this Agreement and that have been billed for Services by the County and (b) on a quarterly basis, parcel data and a list of addresses billed for the Services by the County.

Company shall invoice the County for the number of addresses that were billed by the County within fifteen (15) days of receiving the County's address count each month, and the County shall pay Company's invoices.

9.2 Payment. The County shall pay each of Company's invoices without offset within twenty (20) days of receipt Company's invoice. Payments may be made by check or ACH only; no purchasing cards or credit cards will be accepted. If Company is invoicing the County, County shall pay Company's invoices in full irrespective of whether or not the County collects from the Customers for such Service. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the County withholds payment of a portion or entire invoice and it is later determined that a portion or all of such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.

9.3 Service Suspension.

9.3.1 Unpaid Invoices. If any amount due from the County is not paid within sixty (60) days after the date of Company's invoice, Company may suspend Services until the County has paid its outstanding balance in full and/or terminate this Agreement. If Company suspends Service, the County shall pay a service interruption fee in an amount equal to the Company's actual costs associated with the interruption up to the maximum amount allowed by Applicable Law.

9.3.2 Suspension at Direction of County. If the County wishes to suspend or discontinue Services to a Customer for any reason, the County shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the County shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. The County shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorneys' fees) resulting from the suspension of discontinuation of any Services at the direction of the County.

9.4 Audits.

9.4.1 Audit of County Billings. With respect to any Services in which the Company's billing is dependent upon the County's reporting of the number of addresses subject to this Agreement, the County shall perform an audit at least once each year to confirm that all addresses receiving Services under this Agreement are actually being billed by the County and that the County's reporting on such addresses is accurate. The County shall share all findings and documentation with respect to such audits with Company. In addition to the foregoing, Company shall be permitted to conduct its own address counts using manual counts and/or official parcel maps. If at any time Company presents to County data to support that the number of addresses serviced exceeds the number provided by the County, the parties agree to re-negotiate in good faith the number of addresses receiving and paying for services under this Agreement.

9.4.2 Audit of Company Records. The County may request and be provided with an opportunity to audit any relevant and non-confidential records of Company that support the calculations of charges invoiced to the County under this Agreement within the ninety (90) day period before the audit request. Such audits shall be paid for by the

County and shall be conducted under mutually acceptable terms at Company's premises in a manner that minimizes any interruption in the daily activities at such premises.

10. Termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the County shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.
11. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the County, this Agreement shall control, and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.
12. Title. Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.
13. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. In such situations, Company shall contact the County and the County shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and, in Company's sole discretion, charge the County, depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The County shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Company in connection with such Excluded Waste. Subject to the County's providing all such reasonable assistance to Company, Company shall release County from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the County.
14. Equipment; Access. Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. The County shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Company's handling of the equipment. County and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. The County shall fully reimburse Company for any and all claims resulting from personal injuries or death, or the loss of or damage to property (including the equipment) arising out of the use, operation, or possession of the equipment by the County or the Customers. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall not be responsible for any damages to any

property or equipment located adjacent to the collection receptacles, nor to any pavement, curbing, or other driving surfaces resulting from Company's providing the Services under this Agreement.

15. **Risk Allocation.** Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.
16. **Insurance.** During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

**Workers' Compensation**

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease

**Automobile Liability**

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

**Commercial General Liability**

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by County. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon County's request, Company shall furnish County with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the County, show the County as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the County (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of County.

17. **Force Majeure.** Except for County's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the County shall negotiate the additional payment to be made to Company. Further, the County shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.
18. **Non-Discrimination.** Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.

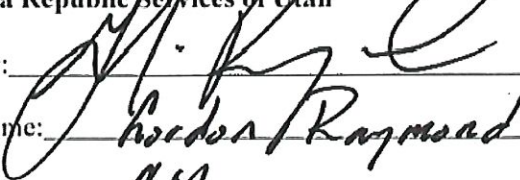
19. Licenses and Taxes. Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the County and by the State.
20. No Guarantees or Liquidated Damages. Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by County.
21. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the County's consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company or as a collateral assignment to any lender to Company. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to County under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

Tooele County, Utah

By:   
 Name: TOM TRIPP  
 Title: CHAIR, COMMISSION  
 Date: 01/11/2021

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

By:   
 Name: Rodden Raymond  
 Title: AM  
 Date: 1-13-21

APPROVED AS TO FORM:

ATTEST:

Colin Winchester      01/11/2021  
Colin Winchester      Date  
Deputy County Attorney

Marilyn K. Gillette  
Marilyn K. Gillette      Date  
Tooele County Clerk



## EXHIBIT A

### SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES

1. Waste Material. The following Waste Material shall be considered in scope during the Term of this Agreement:

<input checked="" type="checkbox"/> Municipal Solid Waste (MSW)	<input type="checkbox"/> Bulky Waste
<input type="checkbox"/> Yard Waste	<input type="checkbox"/> Construction Debris

2. Definitions.

2.1 Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or thirty-five (35) lbs. in weight.

2.2 Customer – An occupant or operator of any type of premise within the County that is covered by this Agreement and who generates Municipal Solid Waste and/or Recyclable Material, if applicable.

2.3 Disposal Site – A Waste Material depository including, but not limited to, sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material.

2.4 Excluded Waste – Excluded Waste consists of Special Waste, Hazardous Waste, and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste.

2.5 Hazardous Waste – Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.

2.6 Municipal Facilities – Those specific municipal premises as set forth on Exhibit A-1 of this Agreement, if any.

2.7 Municipal Solid Waste (or “MSW”) – Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential, commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

2.8 Residential Unit – A dwelling where a person or group of people live. For purposes of this Agreement, each unit in a multi-family dwelling (condominium, apartment or other grouped housing structure) shall be treated as a separate Residential Unit and a Residential Unit shall be deemed occupied when either water or power services are being supplied thereto.

2.9 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses



an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA"); (d) waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.

2.10 Waste Material – All nonhazardous Municipal Solid Waste and, as applicable, Recyclable Material generated at the Location Types covered by this Agreement. Waste Material does not include any Excluded Waste.

### 3. Collection Operations.

3.1 Location of Containers, Bags and Bundles for Collection. Each container, bag and bundle containing Waste Material shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled County roadways. Containers, bags and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any container, bag or bundle not so placed or any Waste Material not in a container, bag or bundle.

3.2 Hours of Collection Operations. Collection of Waste Material shall not start before 6:30 A.M. or continue after 8:00 P.M. Exceptions to collection hours shall be affected only upon the mutual agreement of the County and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Collection routes shall be established by the Company. Company shall submit the Residential Unit and Municipal Facility collection routes to the County at least two (2) weeks in advance of the commencement date for such route collection activity. The Company may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the County at least two (2) weeks in advance of the commencement date for such changes. County shall promptly give written or published notice to the affected Residential Units.

3.4 Residential Collection. Company shall be obligated to collect no more than \_\_\_ containers (or their equivalent) per week from each Residential Unit. Any collections needed by a Residential Unit in excess of such amount must be individually contracted by the Residential Unit Customer with Company under terms, prices and documents acceptable to both the Residential Unit Customer and Company.

3.5 Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, Memorial Day, Independence Day, Pioneer Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day. Company may suspend collection service for one day on any of these holidays, but such decision in no manner relieves Company of its obligation to provide collection service at least once per week. Above listed Holidays shall be subject to change as mutually agreed between the parties and Company shall collect the waste when the landfill is open.

3.6 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received.

3.7 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity of the Company.

3.8 Containers. All curbside MSW containers will be provided, maintained, and owned by the County. All recycling curbside containers will be provided, maintained, and owned by Company.

3.9 Disposal. All Waste Material, other than processed Recyclable Material that is marketable, collected within the County under this Agreement shall be deposited at a Disposal Site mutually agreed upon by Company and County and properly permitted by the State. Company and County reserve the right, respectively, to negotiate an increase/decrease in rates to cover any increases/decrease in transportation/operational costs with a new disposal location.

3.10 Customer Education. The County shall notify all Customers at Residential Units about set-up, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.

3.11 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

**EXHIBIT A-1**

**PRICING**

Starting on the Effective Date: September 16, 2020

1<sup>st</sup> MSW Container - \$6.98  
Additional MSW Container - \$3.45  
Recycling Container - \$5.95

Collection and disposal of containers at County Municipal Facilities (below) are included in the curbside collection rates (listed above on this page). Service of these containers will start March 1, 2021.

Administration Building - 47 S. Main St.  
Mantes Building - 29 S. Main St.  
Clayton Tower - 7 S. Main St.  
Tooele County Roads Department - 829 S. Coleman  
Emergency Management Shop - 450 W. 900 S.  
Tooele Senior Center - 59 E. Vine St.  
Health Department - 151 N. Main St.  
Health Department – 151 N. Main St. (RECYCLING)  
Grantsville Senior Center - 120 Center St.  
•Tooele County Sheriff/Jail – 1960 S Main St.

## EXHIBIT B

### SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

#### 1. Recycling Services Definitions.

1.1 “**Recyclable Materials**” are used and/or discarded materials that are capable of successful processing and sale on the commodity market.

1.2 “**Acceptable Material**” means the materials listed in Section 8 below.

1.3 “**Unacceptable Material**” means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Company shall be hauled to a processing facility selected by Company for processing (“Recycling Services”).

2. County’s Duty. County shall make a commercially reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers.

3. Collection. County shall pay Company a rate of \$5.95 per Unit (starting on the effective date) for the collection of Recyclable Materials from Residential Units. County’s Collection rate assumes that, on average, County’s Recyclable Material consists of no more than 20% Unacceptable Material (the “**Unacceptable Material Threshold**”). The Collection rate is subject to Rate Adjustments as set forth in Section 7 of the Agreement.

4. Right to Inspect/Audit. Company may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Company’s visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Company will notify County of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of County’s Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection rate commensurate with the composition of Unacceptable Material.

5. Recycling Commodity Credit. Company shall return 100% of County’s recycling commodity value to County each month. County’s “**Recycling Commodity Credit**” shall be determined by multiplying the per-ton market value of the processing facility’s Average Commodity Mix by the number of tons of Recyclable Material collected from County and processed each month. The processing facility’s “**Average Commodity Mix**” means the relative mix of outbound commodities (including Residue), established pursuant to either (i) a minimum rolling 3-month facility average composition (subject to adjustment as necessary by Company) or (ii) a composition audit or an average of audits over a 12-month period (if any). The per-ton value of the processing facility’s Average Commodity Mix shall be determined each month by applying the most recently-available indices or actual values to the facility’s Average Commodity Mix including any negative commodity market values and Company’s charges for hauling and disposing of contaminated, unmarketable and/or Unacceptable Material (“**Residue**”).

6. Reporting and Credit. Company will provide County with a monthly report detailing the total tons of Recyclable Material received from the County during the previous month and the calculation of County’s Recycling Commodity Credit for that month. If the County’s account is billed in the aggregate to the County, the previous month’s Recycling Commodity Credit will be issued as a credit on the next month’s invoice to the County (if the Recycling Commodity Credit exceeds the County’s invoice amount, then Company will issue a check to County for the balance of its Recycling Commodity Credit). If the County’s account is Customer-

billed, then Company will issue a check to County for its full Recycling Commodity Credit each month (in arrears).

7. Changes in Market Conditions. If market conditions develop that limit or inhibit Company from selling some or all of the Acceptable Material, Company may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility's Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to County accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

8. Acceptable Material. All material must be empty, clean and dry. Company may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide County with at least thirty (30) days' prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books
- Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons
- Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)

9. Unacceptable Material. Company may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide County with at least thirty (30) days' prior written notice of any such modifications.

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps
- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.