RESIDENTIAL WASTE COLLECTION AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _____, 2020, by and between WASHINGTON COUNTY SPECIAL SERVICE DISTRICT NO. 1, a special service district organized under the laws of the State of Utah (hereinafter referred to as "District") and ALLIED WASTE TRANSPORTATION, INC., a Delaware corporation d/b/a Republic Services of St. George licensed to do business in the State of Utah (hereinafter referred to as "Republic"), collectively referred to herein as the "Parties."

RECITALS:

A. District was created and organized by the Washington County Commission for the purpose of providing Solid Waste collection and disposal services to the inhabitants of Washington County, Utah.

B. District has entered into, or is in the process of entering into, written agreements with Washington County, Utah (the "County"), as well as other municipalities within the County, for the collection and disposal of Residential Waste.

C. Republic has the experience and expertise and is otherwise qualified to provide Residential Waste collection and disposal service within the boundaries of District.

D. District and Republic desire to enter into this Agreement to set forth the terms and conditions upon which Republic shall provide Residential Waste collection and disposal and Recycling collection and processing services in the unincorporated areas of the County, as well as to the residents in various municipalities located within the boundaries of District.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, obligations and conditions contained herein, the parties hereto agree as follows:

1. DEFINITIONS. For purposes of this Agreement, the following words or phrases shall have the following meanings.

   a. Applicable Law(s) – any applicable law (whether statutory or common), including statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature, promulgated or issued by any governmental authority claiming or having jurisdiction.

   b. Automated or Semi-Automated – a particular method or system, including all necessary vehicles and equipment, for collection of Solid Waste through the use of automated or semi-automated containers requiring mechanical pick up.

c. Automated or Semi-Automated Container – a Waste receptacle approved by the District, with a capacity of 60 to 94 gallons, equipped with a tight-fitting, permanently attached lid and wheels for easy movement, and specifically designed for automated and semi-automated pick up.

d. Bags – plastic bags specifically designed to store refuse, with sufficient strength and thickness to contain Solid Waste without tearing or ripping under normal handling.

e. Bulky Waste – Residential Waste materials with lengths, weights or volumes greater than those allowed for automated containers, including but not limited to stoves, refrigerators, dryers, dishwashers, televisions, hot water tanks, washing machines, household furniture, four (4) or fewer tires, air conditioners, Christmas trees, bicycles, large toys, tree limbs of 3-6 feet in length and up to 6 inches in diameter, and Bags used for seasonal disposal of leaves. Bulky Waste does not include automobiles, more than four (4) tires, motorcycles, boats, Construction/Demolition Waste, large dead animals, Hazardous Waste, Special Waste and trees (other than Christmas trees) or limbs exceeding six (6) feet in length and six (6) inches in diameter, and other similar items. All items must be free of extraneous materials and shall be capable of being lifted into Republic's collection vehicle by two (2) men. A Resident may not place more than three Bulky Waste items out for collection per call.

f. Bundle – materials such as newspapers, magazines, and tree trimmings, securely tied and forming an easily handled package not exceeding three (3) feet in length.

g. Collection Station – dumpsters, roll-offs or other similar containers, placed at various locations established by District for disposal of Residential Waste in isolated or rural areas where individual curbside collection is unfeasible or impractical.

h. Commercial – subject to amendment from time-to-time by resolution of District's Administrative Control Board, "commercial" shall mean or refer to property:

(i) used primarily in connection with the supply of goods or professional services on a regular basis or in the regular course of business, and for which a business or other license is required by state law or local ordinance, and

(ii) a hotel, motel, recreational vehicle rental park used for overnight or short term rental of less than thirty (30) days, or an apartment complex of more than eight (8) units used for a rental term of more than thirty (30) days.

i. Commercial Hauler – subject to amendment from time to time by District's Administrative Control Board, "Commercial Hauler" shall mean any person or entity who in the regular course of business or for a fee collects and disposes of commercial waste.

j. Commercial Waste – non-hazardous Waste Materials produced by businesses or resulting from normal activities on or use of commercial property or premises.

k. Construction/Demolition Waste – means solid waste from building materials, packaging, and rubble resulting from construction, remodeling, repair, abatement, rehabilitation, renovation, and demolition operations on pavements, houses, commercial buildings, and other structures, including waste from a very small quantity generator of hazardous waste, as defined by R315-260-10, that may be generated by these operations. Such Waste may include bricks, concrete, other masonry materials, soil, asphalt, rock, untreated lumber, rebar and tree stumps. It does not include Excluded Waste or asbestos, contaminated soils or tanks resulting from remediation or clean-up at any release or spill, Waste paints, solvents, sealers, adhesives or similar hazardous or potentially hazardous materials.

l. Curbside – at or near any curb, sidewalk or other location immediately adjacent to any street, highway or road which is safely accessible to Republic's Waste collection vehicles.

m. Dead Animals – carcasses or material portions of carcasses of animals such as dogs, cats, deer, sheep, swine, cattle, horses, mules, goats, chickens, birds, etc., which have expired for any cause.

n. Dumpster or Roll-off – any metal container with a volume of 1.5 cubic yards or more, designed for storage of Waste and to be compatible with collection equipment.

o. Excluded Waste – Hazardous Waste, Infectious Waste generated by a health facility in quantities of 200 pounds or more per month, or other waste which is radioactive, volatile, corrosive, highly flammable, explosive or which contains biohazardous or toxic substances prohibited from disposal at the Washington County Landfill by Applicable Law. Excluded Waste does not include infectious waste generated by a health facility in quantities of 200 pounds or less per month.

p. Force Majeure Event – contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, inclement weather and acts of God.

q. Hazardous Waste – means a solid waste or combination of solid wastes, other than Household Waste, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or may pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of, or otherwise managed, and as further defined in R315-2-3 of the Utah Administrative Code. Hazardous Waste does not include infectious waste generated by a health facility in quantities of 200 pounds or less per month.

r. Household Waste - means any waste material, including garbage, trash, and sanitary wastes in septic tanks, derived from households, including single-family and multiple-family residences, apartments, hotels and motels, bunk houses, ranger stations, crew quarters, campgrounds, picnic grounds, and day-use recreation areas.

s. Infectious Waste - means a solid waste that contains or may reasonably be expected to contain pathogens of sufficient virulence and quantity that exposure to the waste by a susceptible host could result in an infectious disease. Infectious Waste is included in Household Waste unless subject to regulation in accordance with R315-316(1) of the Utah Administrative Code..

t. Manual Container – a receptacle designed for hand pick up, having a capacity of greater than 20 gallons, but less than 35 gallons, constructed of plastic, metal or fiberglass, with handles of adequate strength for lifting and a tight-fitting lid capable of preventing entrance into the container by vectors.

u. Recyclables or Recyclable Materials - any material or substance included in Solid Waste that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint and other paper; plastics and plastic film; ferrous and non-ferrous metals; and glass or such other items as agreed upon by the District and Republic.

v. Residence or Residential – subject to amendment from time-to-time by resolution of District's Administrative Control Board, "Residence" or "Residential" shall mean the use of property or premises containing a structure which is hooked to culinary water and power and is intended or used for human habitation, including but not limited to:

(i) single homes,

(ii) mobile homes,

(iii) town homes,

(iv) condominiums,

(v) short-term vacation rentals (VRBO's) of less than 30 days,

(vi) apartments not contained in or as part of an apartment complex of more than eight (8) units.

Except as may be specified hereinafter, each unit of a structure on property or premises classified as residential shall be considered a separate residence for purpose of billing and collection.

w. Residential Waste – Household Waste, Bulky Waste, and other non-hazardous waste produced by or resulting from the normal activities on or use of residential property or premises. Residential Waste includes but is not limited to waste wood, wood products, tree trimmings, grass cuttings, dead plants, seeds, leaves, chips, shavings, saw-dust, printed matter, paper, pasteboard, plastic, aluminum cans, flattened cardboard boxes, wooden boxes, rags, loose straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible and waste pulp and other products such as are used for packaging or wrapping crockery and glass, cold ashes, cinders, floor sweepings, glass, mineral or metallic substances and any and all other waste materials not included in the definition of Bulky Waste, construction/demolition Waste, dead animals, garbage or Hazardous Waste. Residential Waste does not include Excluded Waste, Special Waste or Stable Matter, as defined herein.

x. Solid Waste or Waste– any nonhazardous solid waste generated that is not excluded by the provisions of this Agreement.

y. Special Waste – "Special waste" means discarded solid waste that may require special handling or other solid waste that may pose a threat to public safety, human health, or the environment. Special waste may include:

(i) ash

(ii) automobile bodies

(iii) infectious waste subject to regulation under R315-316(1) of the Utah Administrative Rules.

(iv) waste tires

(v) dead animals

(vi) asbestos

(vii) waste exempt from the hazardous waste regulations under R315-261-4

(viii) very small quantity generator hazardous waste as defined by R315-260-10

(ix) waste containing PCBs

(x) petroleum contaminated soils

(xi) waste asphalt

(xii) sludge.

z. Stable Matter – manure and other animal Waste matter normally accumulated in or about a stable, barn or corral.

2. Authorized Disposal. Except for Residential Waste which is disposed of pursuant to a recycling program or other on-site disposal program approved by District, all Residential Waste generated within the boundaries of District and collected by Republic shall be transported to and disposed of at the Washington County Landfill, or such other Waste disposal facility as may be approved by District, in accordance with the terms of this Agreement.

3. Basic Services. Subject to the terms and conditions of this Agreement, Republic shall:

a. Provide, on a weekly basis to all residences within the boundaries of District utilizing individual containers, curbside collection and disposal of:

i. Residential Waste placed in automated or semi-automated containers, and

ii. Bulky Waste as defined herein.

b. Provide, on a weekly basis to all residences or residential developments within the boundaries of District utilizing dumpsters as provided in paragraph 5.a. of this Agreement, collection and disposal of:

i. Residential Waste placed in dumpsters or roll-offs, as defined herein; and

ii. Bulky Waste as defined herein.

c. Subject to the provisions of paragraph 4, provide curbside collection every other week of recyclable materials placed in recycling containers by residences participating in a curbside residential recycling program (excluding residences in Enterprise, Apple Valley, New Harmony and the unincorporated areas of Washington County).

d. Provide and place, in conjunction with the District, a sufficient number of dumpsters or roll-offs at any collection station established by District, or at any residential development utilizing dumpsters or roll-offs for collection of Residential Waste.

e. Collect on a weekly basis, or more often as determined by District, all Solid Waste deposited at any collection station established by District. Collection stations shall be routed permanently to maintain consistent service.

f. Participate with District and local parties in the maintenance of all collection station sites in order to ensure cleanliness of said sites.

g. Where commercial Waste collection and disposal service is not otherwise available, Republic shall, upon request, make such service available via dumpsters once each week or more often as necessary, depending upon the type and volume of Solid Waste generated, to all commercial establishments, county, state and federal park, camp and/or recreational areas within the boundaries of District, at reasonable commercial rates to be paid by the person or entity making such request.

h. Provide and place additional dumpsters or roll-offs in various locations specified by District, with collections made on a weekly basis at market rates then in effect.

i. Provide on a quarterly basis to each municipality within District in connection with seasonal cleanups scheduled by District:

i. delivery, as well as collection and disposal of all Waste deposited therein, of dumpsters, roll-offs or other containers, in accordance with Exhibit A attached hereto and incorporated herein.

ii. upon request by any municipality, delivery, as well as collection and disposal of all Waste deposited therein, of additional dumpsters, roll-offs, or other Solid Waste containers exceeding the number specified in Exhibit A.

4. Recycling. The Parties understand, acknowledge and agree that:

a. all provisions in this Agreement pertaining to recycling services shall be subject to an initial determination, to be made by District after the conclusion of a 90-day opt-out period but on or before December 31, 2020, as to the economic practicability or feasibility of curbside recycling. In the event that District reasonably determines on or before December 31, 2020 that curbside recycling is not economically practicable or feasible, all provisions of this Agreement pertaining to recycling shall be null and void, and all remaining provisions shall continue in full force and effect.

b. In the event that District determines on or before December 31, 2020 that curbside recycling is economically practicable or feasible, the provisions of this Agreement pertaining to recycling shall take effect as of the effective date of this Agreement. Recyclable materials shall be placed in automated or semi-automated containers for collection and shall conform to specifications provided by Republic in order to meet quality thresholds for commodity markets and to keep contamination at a minimum. In the event that market conditions are such that recycling becomes economically impractical or infeasible after the effective date of this Agreement, Republic and District may at any time mutually decide to suspend or discontinue any or all Recycling collection services or dispose of the Recyclable Materials in a landfill. In addition, commencing on January 1, 2024 and every two (2) years thereafter, either Party unilaterally may, upon at least one-hundred and eighty (180) days prior written notice (i.e., by July 1st of the year in which this termination right is triggered), terminate all provisions of this Agreement pertaining to residential Recycling services without further liability or obligation. In the event of a suspension or termination of recycling by mutual agreement of the Parties or by the unilateral election made by District with 180-days notice, all remaining provisions of this Agreement shall remain in full force and effect, provided that the basic residential waste collection rate specified in paragraph 17. a. shall be increased by an amount equal to $.25 per residence per month for all residences except for residences in the municipal boundaries of Enterprise, Apple Valley, New Harmony and the unincorporated areas of Washington County.

5. Use of Automated/Semi-Automated Containers or Dumpsters. Except as otherwise provided in this Agreement, all Residential Waste shall be deposited for collection in automated or semi-automated containers. District shall be required to provide such containers to all residential users. Each residence in the District shall be provided up to two (2) containers for basic waste collection service described in paragraph 3.a.i. and one (1) container for use in collection of Recycling materials described in paragraph 3.c. Upon request, District shall provide additional containers as specified in paragraph 6.a. of this Agreement. Notwithstanding the foregoing, Residential Waste may also be placed for collection, as follows:

a. in dumpsters provided by District and delivered free of charge by Republic to

(i) condominiums, townhomes or other high-density developments utilizing dumpsters prior to the effective date of this Agreement, and

(i) condominium, townhomes or other high-density developments where use of dumpsters is approved by District and the municipality in which the development is located.

b. Use of 60-gallon automated or semi-automated containers in areas where use of larger containers is impractical or unfeasible due to distance from public roadways accessible to collection vehicles, as determined by District; and

c. Other means agreed to by District and Republic by written amendment to this Agreement.

6. Additional Automated Container(s). Upon request, District shall be responsible to:

a. Provide a third, fourth, fifth, etc., automated or semi-automated container for basic waste collection or recycling collection to any residence at the rates specified in paragraph 17.c., which shall be billed by District separately from any billing service provided by the municipality in which the residence is located,

b. Approve the use of automated or semi-automated containers for curbside collection of waste generated by any business or commercial entity which desires such container because of insufficient space for placement of a dumpster, roll off or other commercial container. Republic shall be responsible to provide such business with such automated or semi-automated containers and for billing of such business at commercial rates specified in Exhibit B attached hereto.

7. Ownership, Maintenance, Repair of Containers and Dumpsters. Republic acknowledges and agrees that all automated or semi-automated containers in use throughout the District as of February 1, 2021, shall be owned by District, free and clear of any claim of Republic. District shall be responsible for the purchase, storage, assembly, maintenance and distribution of all automated or semi-automated containers for Residential Waste and Recycling collection purposes. District shall, at Republic's expense, promptly repair or replace all automated or semi-automated containers damaged or destroyed by Republic during collection operations, as reasonably determined by District. Republic shall not be

responsible to repair or replace any automated or semi-automated container as a result of normal wear and tear, or which is damaged or destroyed through use other than the intended use, or because of loss caused by theft or other unauthorized removal. Republic, at its expense, shall be required to promptly repair or replace any dumpster which is damaged or destroyed by Republic during collection operations. At no time will Republic be responsible for damage or replacement of any manual containers not supplied by the District.

8. Collection Vehicles and Equipment. Republic shall provide a sufficient number of vehicles and suitable equipment for the performance of regular collection and disposal services specified herein. For purposes of this paragraph, a sufficient number of vehicles shall be deemed to be one (1) truck for each route, with two (2) overall additional back up or replacement trucks. In addition, all vehicles used to provide Residential Waste collection services shall, at all times during the term of this Agreement:

   a. Be in excellent mechanical condition, shall be kept in good repair and appearance, and shall be maintained in a clean, sanitary condition.

   b. Have clearly visible on each side the name and local telephone number of Republic.

   c. Be capable of lifting automated or semi-automated containers in such a manner so as to prevent spilling or littering during dumping.

   d. Be equipped with an operable two-way communication system.

   e. Be free from fluid leaks of any kind.

   Additional or replacement equipment or vehicles shall be purchased or kept available by Republic for prompt replacement of any equipment or vehicles normally required for collection and disposal functions which are taken out of service for any reason. On or before March 1 of each year, Republic shall submit to District a complete description of all collection vehicles used to provide collection services pursuant to this Agreement, including the following information: type of vehicle, make, year, mileage, service record, anticipated date of replacement, and current condition. If, after the March 1 submission date, Republic fails to provide this description within ten (10) days written notice from District, Republic shall pay to District the amount of $500 per week until the description is provided to District.

9. Dumpsters. Republic shall make dumpsters or commercial containers available to each commercial establishment in the County, either on a rental or purchase program, at reasonable commercial rates negotiated between Republic and the commercial customer. All dumpsters owned by Republic shall be kept in good

repair and appearance and shall be maintained in a reasonably clean condition at all times.

10. Placement of Waste. As part of curbside collection services specified in paragraph 3 of this Agreement, Republic shall be required to:

    a. Collect all Residential Waste contained in automated or semi- automated containers placed within three (3) feet of the curbside, blacktop or other roadway surface, with three (3) feet clearance on either side of the containers from each other or parked cars or other objects, and with a minimum of 14 feet of overhead clearance above the container, or at such other location readily and safely accessible to Republic's vehicles and personnel, as reasonably determined by District.

    b. Collect all Bulky Waste scheduled two (2) days in advance of the day regularly scheduled for residential collection and placed safely at or near the curbside, blacktop or other roadway surface.

11. Collection Hours, Traffic Rules. Republic shall not commence Residential Waste collection services in residential areas, or in commercial areas immediately adjacent to residential areas, before the hour of 6:00 a.m., and shall complete Residential Waste collection services in said areas before 10:00 p.m. All Residential Waste collection shall be completed in a safe, quiet and efficient manner. Republic shall comply with all local, state and federal laws, rules and regulations governing vehicular traffic and safety.

12. Litter. All Residential Waste collection services shall be made by Republic in such a manner so as to prevent spillage or littering of the premises or roadways. If Republic causes spillage or littering during the course of collection, Republic shall promptly clean up such spillage or litter.

13. Hauling. Unless otherwise agreed by the parties, all Residential Waste collected by Republic shall be disposed of at the Washington County Landfill or such other facility designated by District. All Waste transported or hauled by Republic shall be contained, tied or enclosed in such a manner that leaking, spilling or blowing are prevented during transportation or hauling. In the event of any spillage, Republic shall immediately clean up the litter.

14. Office. Republic shall establish and maintain a local office or such other facility where it can be contacted, where service may be applied for, and where complaints can be made. Said office or facility shall be equipped with sufficient telephones, shall have responsible person(s) in charge during collection hours, and shall be open during normal business hours. Republic shall also establish and maintain an after-hours and weekend phone number for use by the public and the District.

15. Special Waste and Hazardous Waste. Republic shall have no obligation under this Agreement to collect Special Waste or Hazardous Waste (other than that included in Municipal Waste, as defined by Applicable Law). If Republic desires to collect Special Waste, Republic may do so by private agreement and prior written approval from District. All costs of such Special Waste collection and disposal shall be shall be paid by the generator of the Special Waste,

16. Title to Waste Placed in Collection Vehicles. Title to all Residential Waste or waste collected by Republic pursuant to paragraph 3 of this Agreement, as well as responsibility for proper disposal as provided for herein, shall become vested in District upon being placed in Republic's collection vehicles.

a. If, during the course of collection, Republic discovers the presence of Excluded Waste before it is collected by Republic,

i. Republic shall refuse to collect the entire container that contains the Excluded Waste and shall promptly notify District of the date, location and apparent nature of such Excluded Waste, and

ii. District shall take reasonable steps to determine the owner or generator of such Excluded Waste and ensure its proper disposal.

b. If, during the course of collection, Republic discovers the presence of Excluded Waste after it has been placed in Republic's collection vehicle,

i. Republic shall immediately report to District the presence of the Excluded Waste in Republic's collection vehicle,

ii. District shall provide instructions to Republic for disposal of such Excluded Waste at District's expense.

iii. District may assess all costs incurred in the disposal of such Excluded Waste to the owner or generator of such Excluded Waste and take such action as District deems appropriate to enforce payment of such costs.

In no event shall Republic be responsible for bearing the cost of disposal of Excluded Waste.

17. Compensation. Compensation to Republic for all collection services provided under this Agreement shall be made in accordance with the following:

a. Except as provided in paragraph 4.b., for basic Residential Waste and Bulky Waste collection service during the term of this Agreement, whether collected by automated or semi-automated containers or by dumpster, District shall pay to Republic on the effective date of this

Agreement the amount of $6.90 per Residence per month, which shall be subject to a 2.5% annual increase as shown in the Pricing Appendix attached hereto as Exhibit B.

b. Unless terminated or suspended as provided in paragraph 4.b., for Residential Recycling collection service during the term of this Agreement District shall pay to Republic on the effective date of this Agreement the amount of $4.91 per residence per month, or such other amount as shown in Exhibit B depending on the percentage of residences participating in the Recycling program, which shall be subject to a 2.5% annual increase as shown in Exhibit B.

c. For additional automated or semi-automated container(s) provided under Section 6.a., Republic shall receive an additional amount of:

(i) $5.13 per month per additional container used for basic waste collection (or such other amount as shown in Exhibit B at the time such container is provided); and

(ii) $4.91 per month per additional recycling container (or such other amount as shown in Exhibit B at the time such container is provided)

Amounts for additional containers shall be subject to a 2.5% annual increase.

d. For collection services specified in Section 3 e. for all dumpsters filled or substantially filled to capacity at the time of collection, District shall pay to Republic during the first year of this Agreement the amounts of $27.50 per lift for four (4) and six (6) yard dumpsters, $36.65 per lift for all dumpsters larger than six (6) yards, and $190 per lift for all roll-off containers, subject to a 2.5% annual increase.

e. In addition to the amounts specified in a – d above, Republic may, with District's prior written consent which shall not be unreasonably withheld, increase the rates for waste collection services as a result of unforeseeable and extraordinary increases in costs incurred by Republic due to:

(i) extraordinary cost increases by third parties used in servicing this Agreement or the recycling facility being used,

(ii) changes in local, state, or federal statutes, rules, ordinances regulations, or other laws,

(iii) prolonged operational changes necessitated by extreme weather conditions or natural disasters, and

(iv) a Force Majeure event, as described in paragraph 34 herein.

18. Billing, Payment to Republic. District shall be responsible for monthly billing and collection from residential customers for residential collection services provided by Republic. Payment to Republic for residential collection services hereunder shall be made by District on the 26th day of each month. The number of residential pick-ups for which Republic shall receive compensation shall be mutually determined on a monthly basis by each municipality, District and Republic. Any discrepancy in the number of residences for which Republic claims a right to compensation as opposed to the number of residences receiving collection services as reported by municipalities shall be promptly resolved. A reduction or increase in the volume of Waste being collected or to be collected in the in the future, or a reduction or increase in the number of current or future anticipated residential pick-ups for any reason, including any change by District in the definition or reclassification of property as either residential or commercial, shall not invalidate the provisions of this Agreement or, except as provided herein, shall not entitle Republic to an increase in residential rates or additional compensation.

19. Fuel Recovery Fee. In addition to the compensation paid pursuant to paragraph 17, District shall pay to Republic a fuel recovery fee ("FRF") in accordance with the following:

a. The FRF shall be calculated and paid on a monthly basis;

b. The FRF shall be based on: (i) the number of gallons of fuel actually used by Republic in performing the work specified in paragraph 3. a., b., c., e., and h. of this Agreement, and (ii) the price actually paid by Republic for such fuel; and

c. The FRF shall apply for any month during which the average cost of fuel actually paid by Republic exceeds a base price during the first year of this Agreement in the amount of $3.30 per gallon, which shall be subject to an increase of 2.5% per year. For any month during which the average cost of fuel paid by Republic exceeds the base price, as defined here, District shall pay to Republic an amount equal to eighty-five (85%) of the amount paid by Republic above said base price.

Republic shall be required to submit to District on a monthly basis copies of invoices and any other documentation reasonably required by District for the purpose of calculating the FRF.

20. Residential Waste Landfill Fee. Republic shall not be required to pay landfill fees for Residential Waste transported to the Washington County Landfill in vehicles used solely for Residential Waste collection. However, Republic shall be required to pay landfill fees for all Waste collected and transported to the landfill in vehicles used for or compatible with collection of commercial Waste, except to the extent that Republic can demonstrate to the satisfaction of the District that such Waste is Residential Waste.

21. Commercial Waste Landfill Fee. In the event that Republic, as a Commercial Hauler, disposes of any commercial or construction/demolition Waste, or other non-Residential Waste at the Washington County Landfill, Republic shall pay a monthly fee to District for the purpose of defraying the cost of acquiring, constructing, operating, maintaining and improving of Solid Waste management facilities, including but not limited to said Washington County Landfill facilities. The amount of the monthly fee shall be established by resolution of District and shall depend on the volume or weight of commercial or construction/demolition Waste, or other non-Residential Waste hauled to the landfill site by Republic and shall be determined on the same basis applicable to all other Commercial Haulers. Republic shall be required to notify District of Republic's intent to commence commercial hauling prior to commencement thereof, and shall further be required to make available to District upon request all books and records of Republic pertaining to the volume of commercial or construction/demolition Waste, or other non-Residential Waste delivered by Republic to the landfill site.

    No commercial Waste shall be transported to the Washington County Landfill in vehicles which contain Residential Waste unless (a) the collection and transportation to the landfill of commercial Waste in commercial trucks is determined by District to be impractical or unfeasible, and (b) satisfactory arrangements are made between Republic and District for payment of disposal fees for commercial Waste hauled to the landfill in residential trucks.

22. Routes and Schedules. Republic shall provide District with maps and schedules of residential collection routes and keep such information current at all times. It shall be the responsibility of the residential customer to place his/her Solid Waste at the appropriate location for collection before the scheduled collection day. In the event of changes in routes or schedules that will alter the date of pick up, Republic shall notify District of such change and provide hand-delivered, mailed or other adequate notice to each affected residence not less than two weeks prior to the change. The parties shall, to the best of their ability, communicate with each other and the various municipalities regarding road closures or detours caused by construction activities in an effort to insure smooth, uninterrupted collection service by Republic.

23. Complaints. All complaints from residents or District shall be answered by Republic before the end of the next business day after Republic's receipt thereof. When a complaint is received on the day preceding a holiday or a Saturday, it

shall be addressed by Republic on the next working day. Republic shall provide District with a monthly written summary of all complaints, showing the date and time when the complaint was received, the name and address of the complainant, the nature of the complaint, the date and time when it was addressed by Republic and the manner of resolution. Such records shall be available for inspection by District at all times during regular business hours. District shall determine on a case-by-case basis whether a breach, as defined in paragraph 32 of this Agreement has occurred, and, in the event thereof, District may proceed in the manner provided in paragraphs 32 and 33 hereof.

24. Notification. Unless provided otherwise in this Agreement, District shall notify all residential customers about complaint procedures, rates, regulations and day(s) of collection prior to the date of implementation, and more often as District deems necessary or desirable, of this Agreement.

25. Washington City. Republic agrees that collection vehicles traveling to or from the Washington County Landfill shall not pass through Washington City proper or downtown area, but only along Washington Parkway and that portion of Telegraph Street running north of its intersection with Washington Parkway to SR-9, except as may be necessary to provide Waste collection service to residents and commercial establishments located in Washington City.

26. Binding Effect; Term. This Agreement shall become binding immediately upon the date of execution by the Parties, subject to unanimous ratification and approval by the member municipalities of District. In the event that this Agreement is not unanimously ratified and approved by the member municipalities of District, this Agreement shall be null and void. In the event that this Agreement is unanimously ratified and approved by the member municipalities of District, the effective date of this Agreement shall be February 1, 2021, and, unless sooner terminated as provided for herein, or unless extended by mutual agreement of the Parties, the termination date of this Agreement shall be December 31, 2030.

27. Bonding. At all times during the term of this Agreement, Republic shall procure and maintain in full force and effect a performance bond in the penal sum of $500,000 guaranteeing the faithful performance of this Agreement, executed by a surety company licensed to do business in the State of Utah, indemnifying District against loss resulting from any failure of performance by Republic not exceeding the amount of the performance bond. At least ten (10) days prior to the effective date of this Agreement, Republic shall deliver or cause to be delivered to District a fully executed copy of said performance bond.

28. Independent Contractor, Indemnification. The parties understand and agree that this Agreement is not a contract of employment in the sense that the relation of master and servant exists between District and Republic or between District and any employee of Republic. Republic shall, at all times, be deemed to be an

independent contractor. Republic is not authorized to bind District to any contract or obligation, and District shall not be liable for any act of Republic or its employees in connection with the management, maintenance and operation of the Landfill. Republic agrees to indemnify, hold harmless, exempt and defend District and Washington County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, injury, costs, expenses and reasonable attorney's fees arising from the negligent acts or omissions or intentional misconduct of Republic, its employees and agents in providing the Services; provided, however, in no event shall Republic be required to indemnify District for any acts or omissions of District or its employees or agents.

29. Insurance. At all times during the term of this Agreement, Republic shall maintain in full force and effect Worker's Compensation, Employee's Liability, Bodily Injury Liability (except automobile), Property damage Liability (except automobile) and Automobile Bodily Injury Liability insurance. All insurance shall be by insurers acceptable to District, and, before commencement of work hereunder and at least every two (2) years thereafter, Republic shall furnish District with certificates of insurance that such insurance has been procured and is in force at or above the Utah Governmental Immunity Act liability caps then in effect, as set forth in Section 63G-7-604, Utah Code Annotated, 1953, as amended, or its successors. Such certificates shall be supplemented by blanket-form notice of cancellation endorsements that will afford the County with thirty (30) days written notice in the event of cancellation, non-renewal or material change (excluding workers' compensation insurance).

30. Sale, Assignment, Subcontract or Other Transfer. Neither this Agreement nor any right, duty or liability hereunder shall be sold, assigned, subcontracted or otherwise transferred or conveyed in any manner whatsoever by Republic, in whole or in part, nor shall any right, title or interest herein, either legal or equitable, pass to or vest in any person or entity other that the entities named herein unless District gives prior written consent to such sale, assignment, subcontract or other transfer, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Republic may assign this Agreement, in whole or in part, to an entity directly or indirectly controlling, under control or under common control of Republic without consent. If District assigns this Agreement or the right to operate the Washington County Landfill to a third party, the District shall ensure that the assignee assumes this Agreement.

31. District Right to Complete Work. If Republic fails to perform or complete any work required by the terms of this Agreement after 14 days written notice from District to Republic, District may, without prejudice to any other remedy it may have, perform or complete such work and assess the cost thereof against, and deduct the same from, any compensations due or to become due to Republic under the terms of this Agreement.

32. Breach or Violation. In the event of a breach or violation of any term, covenant or condition of this Agreement, the party in breach or violation shall be liable to the non-breaching party for all damages sustained by the non-breaching party as a result of said violation or breach, including but not limited to all court costs and a reasonable attorneys fee incurred in any action brought by the non-breaching party to enforce the provisions of this Agreement.

33. Default and Termination. In addition to the rights and remedies provided for in paragraphs 31 and 32 above, a significant and material breach or violation of this Agreement by either party shall constitute a default hereunder and shall, entitle the non-breaching party to terminate this Agreement upon thirty (30) days written notice to the other party of the election to terminate if the breaching party fails to cure the breach during such thirty-day period. As used herein, a default by shall include:

a. The failure of Republic to comply with any significant or material term, covenant or condition of this Agreement which continues for a period of thirty (30) days after written notice thereof by District to Republic, or in the case of a default incapable of being cured within thirty (30) days, the failure to commence such cure within thirty (30) days, or having commenced, the failure thereafter to diligently pursue the curing of such default to completion,

b. The filing of a petition by or against Republic under any section or chapter of the present Federal Bankruptcy Act or any future such Act, or any similar statute of the United States or any state thereof which is not dismissed within sixty (60) days of its filing, or the adjudging of Republic to be bankrupt or insolvent under any section or chapter of the present Federal Bankruptcy Act or any future such Act, or any similar law of the United States or any state thereof,

c. Republic becomes insolvent, makes a transfer to defraud creditors or an assignment for the benefit of creditors, or a receiver or trustee is appointed for Republic or any assets of Republic, and such appointment is not vacated within thirty (30) days.

d. The failure of District to comply with any term, covenant or condition of this Agreement, which continues for a period of thirty (30) days after written notice thereof by Republic to District, or in the case of a default incapable of being cured within thirty (30) days, the failure to commence such cure within thirty (30) days, or having commenced, the failure thereafter to diligently pursue the curing of such default to completion.

For purposes of this paragraph, the violation of any and all terms and conditions of this Agreement shall constitute a significant and material breach.

34. Force Majeure. Except for District's obligation to pay amounts due to Republic, any failure or delay in performance due to events beyond a Party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, inclement weather and acts of God (a "Force Majeure Event"), shall not constitute a breach of this Agreement. During any period when performance of a Party's obligation is prevented by a Force Majeure Event, that obligation shall be suspended provided that the Party whose performance is suspended shall resume performance as soon as reasonably possible upon cessation of the Force Majeure Event. The Party claiming inability to perform shall notify the other party as soon as practical after the beginning of the Force Majeure Event, and shall describe the event or circumstance constituting the claimed Force Majeure Event and the period of time during which the Force Majeure Event is anticipated to continue. The Parties shall make reasonable efforts to perform the obligations of this Agreement during the Force Majeure Event. A Party's reasonable partial performance under the circumstances of the Force Majeure Event shall not be considered a breach of performance or an event of default. If a Party incurs additional significant expenses in performing its obligations during a Force Majeure Event, the Parties shall negotiate in a good faith the reimbursement of all or a portion of those costs.

35. Number of Copies. This Agreement may be executed in any number of counterparts, all of which shall have the full force and effect of an original for all purposes.

36. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

37. Modification. This Agreement constitutes the entire agreement and understanding between the Parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.

38. Right to Require Performance. The failure of District at any time to require performance by Republic of any provision hereof shall in no way affect the right of District thereafter to enforce same.

39. Illegal Provisions. If any provisions of this Agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected and shall remain in full force and effect.

40. Judicial Interpretation. If any term or provision of this Agreement is submitted to a court for judicial interpretation, the parties hereto agree that such court shall not apply a presumption that said term or provision shall be more strictly construed against the Party who prepared the document containing said term or provision, resulting from the rule of construction that a document or its contents is to be

construed more strictly against the person who himself or through his agent prepared that same.

41. Notice. A letter addressed and sent by certified United States mail to either party at its business address shown below shall be sufficient notice whenever required for a purpose in this Agreement.

ADDRESS OF DISTRICT: Washington County Landfill
325 N. Landfill Rd.
Washington, UT 84770

ADDRESS OF REPUBLIC: 4487 S. River Road
St. George, UT 84770

IN WITNESS WHEREOF, District and Republic have executed this Agreement on the day and year first above written.

WASHINGTON COUNTY SPECIAL SERVICE DISTRICT NO. 1:

_____
Cheyne McDonald, Chairman

ATTEST:
(Seal)

_____
Ruth Whitaker, Secretary

STATE OF UTAH)
:ss.
COUNTY OF WASHINGTON)

On the ____ day of _____, 2020, personally appeared before me CHEYNE McDONALD and RUTH WHITAKER, who being by me duly sworn did say, each for himself or herself, that the said CHEYNE McDONALD is Chairman and that the said RUTH WHITAKER is Secretary of Washington County Special Service District No. 1, and that the within and foregoing Residential Waste Collection Agreement was signed on behalf of said District by authority of a Resolution of its Administrative Control Board, and that said CHEYNE McDONALD and RUTH

WHITAKER each duly acknowledged to me that he or she has executed the same pursuant to said Resolution.

_____
NOTARY PUBLIC

ALLIED WASTE TRANSPORTATION, INC. dba REPUBLIC SERVICES

_____
VICE PRESIDENT

STATE OF _____)
:ss.
COUNTY OF _____)

On the ___ day of _____, 2020, personally appeared before me,_____, who being by me duly sworn did say that the said _____ is Vice President of Allied Waste Transportation, Inc., and that the within and foregoing Residential Waste Collection Agreement was signed on behalf of said corporation by authority of its bylaws and that _____ duly acknowledged to me that he executed the same on behalf of said corporation.

_____
NOTARY PUBLIC

EXHIBIT A

CITY	2020	House Count	Quarter	Year	Next Can
APPLE VALLEY	8	318	2	8	1000
ENTERPRISE	8	607	2	8	1000
HURRICANE	16	7045	6	24	8000
IVINS	16	3834	4	16	4000
LA VERKIN	8	1498	2	8	3000
LEEDS	8	337	2	8	1000
MT SPRINGS	4		1	4	1000
NEW HARMONY	8	103	2	8	1000
ROCKVILLE	8	153	2	8	1000
SANTA CLARA	16	2589	4	16	4000
SPRINGDALE	8	279	2	8	1000
ST GEORGE	40	34071	15	60	40000
TOQUERVILLE	8	622	2	8	1000
VEYO	4	163	1	4	1000
VIRGIN	8	250	2	8	1000
WASHINGTON	16	10622	10	40	12000
	184		59	236	

Note: Republic not responsible for payment of landfill disposal fees

EXHIBIT B

MSW & Recycling Services

	MSW	*REC	4 & 6 yds	8 yds	Roll-off*	3rd or more MSW	All Additional recycle
1-Jan-21	$6.90	$4.91	$27.50	$36.65	$190.00	$5.13	$4.91
1-Jan-22	$7.07	$5.03	$28.19	$37.57	$194.75	$5.26	$5.03
1-Jan-23	$7.25	$5.16	$28.89	$38.51	$199.62	$5.39	$5.16
1-Jan-24	$7.43	$5.29	$29.61	$39.47	$204.61	$5.52	$5.29
1-Jan-25	$7.62	$5.42	$30.35	$40.45	$209.72	$5.66	$5.42
1-Jan-26	$7.81	$5.56	$31.11	$41.47	$214.97	$5.80	$5.56
1-Jan-27	$8.00	$5.69	$31.89	$42.50	$220.34	$5.95	$5.69
1-Jan-28	$8.20	$5.84	$32.69	$43.57	$225.85	$6.10	$5.84
1-Jan-29	$8.41	$5.98	$33.51	$44.65	$231.50	$6.25	$5.98
1-Jan-30	$8.62	$6.13	$34.34	$45.77	$237.28	$6.41	$6.13

Notes:

1. Rates shown in this table include a 2.5% annual increase
2. Recycling rate shown above assumes a participation level of 51% or more of all residences; the actual rate depends on actual residence participation level in accordance with Recycling Rates Table shown below.
3. Roll-off disposal fees are incurred by the District
4. In the event that recycling collection services are suspended or terminated under paragraph 4. b. of Agreement, MSW rate shall be subject to an increase in an amount equal to $.25 per month per residence except for residences in Enterprise, Apple Valley, New Harmony and the unincorporated areas of Washington County.
5. Rate for additional MSW or Recycling containers determined by referring to rate in effect as of date container is provided, subject to 2.5% annual increase, as shown above

EXHIBIT B, Cont'd

Recycling Rates Table

Year	Tier 1 (51% or more of residences)	Tier 2 (41%– 51% of residences)	Tier 3 (34%- 41% of residences)
February 1, 2021	$4.91	$5.35	$5.91
January 1, 2022	5.03	5.48	6.06
January 1, 2023	5.16	5.62	6.21
January 1, 2024	5.29	5.76	6.36
January 1, 2025	5.42	5.91	6.52
January 1, 2026	5.56	6.05	6.69
January 1, 2027	5.69	6.20	6.85
January 1, 2028	5.84	6.36	7.03
January 1, 2029	5.98	6.52	7.20
January 1, 2030	6.13	6.68	7.38

Notes:

1. The percentage of residential participation shall be based on all residences in District, excluding residences in Enterprise, Apple Valley, New Harmony and in the unincorporated area of Washington County.
2. Below a participation level equal to 34% of all residences, District and Republic will negotiate a reasonable recycling rate
3. All recycling rates subject to a 2.5% annual increase, which is included in above Recycling Rates Table
4. Rates for Tier 2 and Tier 3 require a 50% rate of residence participation in Virgin, Rockville, & Springdale area in order for this area to receive recycling collection services at Tier 2 or Tier 3 rates
5. If/when the participation level reaches the level for inclusion in the next higher Tier of pricing, the recycling rate shall be adjusted to the amount in said next higher Tier as of the date that said participation level is achieved.