

**SUPPLEMENTAL AGREEMENT REGARDING RESIDENTIAL  
SOLID WASTE COLLECTION AGREEMENT**

This SUPPLEMENTAL AGREEMENT REGARDING RESIDENTIAL SOLID WASTE COLLECTION AGREEMENT (the “Supplement”) is effective January 1, 2023, by and between Sandy City (“City”) and Waste Management of Utah, Inc. (“Contractor”). City and Contractor are referred to herein, individually, as a “Party” and jointly as the “Parties”.

**RECITALS**

A. City and Contractor are parties to a Residential Solid Waste Collection Service Agreement, with an effective date of December 3, 2015 (the “Agreement”). The term of the Agreement was extended by the Parties to June 30, 2024, pursuant to an amendment dated March 15, 2021.

B. Under the Agreement, Contractor is entitled to adjust its rates effective July 1<sup>st</sup> of each year by a percentage equal to the annual percent change in the average Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services (“CPI”), as published by the Bureau of Labor Statistics.

C. Contractor claims that it has experienced extraordinary costs increases and that the 3.7% CPI adjustment to the rates it made effective July 1, 2022, as permitted by the Agreement, was insufficient to keep pace with those cost increases.

D. The Parties have agreed that, for the period of January 1, 2023, through June 30, 2023 only, the rate increase over the 2021 rates should be 8.3%, and not 3.7%, leaving a delta of 4.6%.

E. Thus, the Parties desire to temporarily increase the rates that Contractor may charge the City under the Agreement by 4.6%, as provided in this Supplement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. For the period beginning January 1, 2023 through June 30, 2023, Contractor may charge the City a rate that is 4.6% higher than the rates that took effect on July 1, 2022 under the Agreement (“Temporary Rate”) as shown on the following table:

<b>Residential Service</b>	<b>2021 Rates</b>	<b>July 2022 Rates (3.7% increase over 2021 Rates)</b>	<b>Temporary Rate (additional 4.6% increase over July 2022 Rates)</b>
First Trash Container	\$ 6.38	\$ 6.62	\$ 6.92
Additional Trash Containers	\$ 3.29	\$ 3.41	\$ 3.56
First Recycle Container	\$ 3.25	\$ 3.37	\$ 3.53
Additional Recycle Container	\$ 2.45	\$ 2.54	\$ 2.66
Roll Off	\$ 181.51	\$ 188.23	\$ 196.89

2. The Temporary Rate shall automatically expire on June 30, 2023.

3. All of the terms and conditions of the Agreement, as amended in 2021, shall remain in full force and effect. For example, the Contractor shall continue to adjust its rates effective July 1<sup>st</sup> of each year by a percentage equal to the annual percent change in the average Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services, as published by the Bureau of Labor Statistics.

4. For the sake of clarity, the Parties hereby agree that the adjusted rates that will take effect on July 1, 2023 shall be calculated using the rates that were in effect on July 1, 2022, and not the Temporary Rate (e.g., the adjusted rate for the first trash container effective July 1, 2023 will be calculated using the rate of \$6.62, and not \$6.92).

5. Contractor waives any contractual defenses that it may have, known or unknown, as of the date of this Supplement relating to its ability to perform the Agreement due cost escalations or inflation, including but not limited to claims of impossibility and force majeure events.

6. This Supplement shall automatically expire on June 30, 2023.

IN WITNESS WHEREOF, the Parties hereto execute this Supplement on the dates set forth below.

[Signature page follows]

SANDY CITY

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

Monica Zoltanski, Mayor

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

ATTEST

\_\_\_\_\_

City Recorder

WASTE MANAGEMENT OF UTAH, INC.

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

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

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

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