

**RESIDENTIAL SOLID WASTE  
COLLECTION SERVICE AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day November, 2015, by and between the following parties:

**SANDY CITY**, 10000 Centennial Parkway, Sandy, Utah 84070, a Utah municipal corporation, herein called the "**City**", and

**WASTE MANAGEMENT OF UTAH, INC.**, a Utah corporation, whose local address is 8652 South 4000 West, West Jordan, Utah 84088, herein called the "**Contractor**".

**PURPOSE.** The parties enter into this automated residential solid waste collection agreement for the purpose of providing automated household solid waste collection, household recycling, dumpster, and curbside leaf collection services. The parties intend that the Contractor shall have the exclusive right, subject to the terms hereof, to provide residential solid waste collection and recycling services to single family residences and duplexes within the City's corporate boundaries during the term of this Agreement subject to the termination provisions. The parties understand that the City shall collect payments for services and for the cost of containers provided to its residents, and that it shall pay the Contractor for its services and containers provided hereunder. Contractor will provide services for single-family households and duplexes within Sandy City. Residential waste and recycling collection will be made in cans designed for automated collection, and shall use only containers that have been approved by the Director of Public Works. The parties are authorized to enter into this Agreement by Section 10-1-202, Utah Code Annotated.

**TERM.** This Agreement shall remain in effect for a period of approximately four (4) years from the date hereof, ending on November 30, 2019, unless terminated earlier pursuant to the terms of the Agreement.

The Contractor shall notify the City's Administrator and its Director of Public Works in writing during the month of March 2019 of the contract termination date, and of its request to renew the Agreement, if it wishes to do so. The initial four (4)-year term may be extended for up to two (2) additional two (2)-year terms sole option of the City, and with the concurrence of the Contractor. The City shall review the Contractor's service, costs, proposed pricing, and other indicators of the Contractor's ability to perform, in determining whether to extend the term of the Agreement, but the City shall have sole discretion to determine whether to extend the Agreement.

**NOT BINDING ON FUTURE CITY COUNCILS.** Pursuant to the provisions of Article XIII of the Utah Constitution, the parties hereto now desire to set forth the terms of their agreement in writing, provided, however, that nothing herein shall be construed to bind future councils of Sandy City contrary to the provisions of the Utah Constitution or the laws of the State of Utah.

**CONSIDERATION.** Consideration for this Agreement includes the services, compensation, and mutual exchange of promises of the parties specified herein.

**DEFINITIONS.** As used in this Agreement, the term “**Recyclable Materials**” means commonly used household products and materials designated by the City for collection for which recycling services and markets are readily available and commercially viable, and, which the parties agree shall be collected by the Contractor under this Agreement from City residents in the recycling containers provided by the Contractor for the purpose of recycling or reuse, including but not limited to newspapers, tin and aluminum cans, corrugated cardboard, colored cardboard, magazines, and certain kinds of consumer plastic. Commingled material which contains an unacceptable amount of non-Recyclable Materials may be deemed refuse.

As used herein, “**Landfill**” shall mean the Trans-Jordan Landfill at 10873 Bacchus Hwy, South Jordan, Utah, or such other location at which the Trans-Jordan Landfill shall be located.

As used herein, “**Excluded Waste**” shall mean waste that: (a) is prohibited from receipt at the Landfill (or, regarding Recyclable Materials, prohibited from receipt at the Recyclable Materials processing facilities) by state, federal or local law, regulation, rule, code, ordinance, order, license, permit or permit condition; or (b) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, biohazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances, and/or any other waste not approved in writing by City.

**AUTHORIZATION.** The parties are authorized to enter into this Agreement by Section 10-1-202, Utah Code Annotated.

### **SPECIFIC PROVISIONS**

The foregoing are adopted as part of this Agreement.

1. **SCOPE OF WORK.** Contractor shall furnish all labor, fuel, trucks, equipment, containers, administration, and all other things required to complete its services hereunder, which shall consist of providing automated residential solid waste refuse and rubbish collection, removal and disposal services by transporting of such waste to the Landfill, automated Recyclable Materials collection including the removal, delivery, and processing of Recyclable Materials, on-demand dumpster services including delivery of the dumpster to residence, pick-up of the dumpster at residence, delivery of the waste materials to the Landfill, and return of the dumpster to the Sandy City Public Works facility, and an annual curbside leaf collection. A certain number of

residences shown in **Exhibit "B"** will be exempted from waste-collection and recycling services the Contractor will not collect waste or recycled materials from those residences. At some future time all or some of those residences may be added to the collection list. Annual leaf collection and dumpster services will be provided to all City residents including those on **Exhibit "B"**. All services shall be performed at the Contractor's expense, subject to the provisions which provide for payment to the Contractor for such services as provided herein. The Contractor shall not be responsible for services which are clearly the responsibility of the City, such as snow plowing, repair and maintenance of City streets.

(a) Services to Residents, Containers. More specifically, as a part of the contract price, the Contractor shall issue to each occupied Sandy residence which does not already have them, both a minimum 95-gallon automated solid waste collection container of good quality and durably made, as well as a minimum 60-gallon automated recycling container all of which shall be approved by the City's Director of Public Works. Individual residents may, at their option, choose to obtain additional automated solid waste or recycling containers, which will be issued at an additional monthly charge to that residence, and which must be kept and paid for by the resident for a minimum of six months. After having the solid waste or recycling container for six months, at the request of the resident, the container shall promptly be picked up by the Contractor. Such delivery and pick-up of containers shall be performed promptly by the Contractor as more fully set out herein. Except otherwise provided herein, collection of waste shall be made only through use of the automated waste collection containers and automated recycling containers provided to residences. Refuse in other containers need not be collected by the Contractor.

(b) Collection Schedule. Contractor shall collect both regular residential refuse and Recyclable Materials from each residence weekly, and on the same day of each week, except on Thanksgiving, Christmas, July 4th, and New Year's Day, in which weeks, following the holiday, collection service will occur one day later than normal for the balance of the week. The Contractor shall not provide collection services under this Agreement on Sundays.

(c) Trucks Used For Hauling to Landfill, Recycling Center. As a part of this contract, Contractor will provide trucks for all collection and transport of waste and recycling that are no more than 2 years old. During the term of this contract no trucks older than 6 years old will be used in either waste or recycling collection. These trucks must be used exclusively to collect waste and Recyclable Materials in Sandy City under this Agreement unless specifically approved in writing by the Director of Public Works. Trucks and equipment that are sub-standard, have a history of numerous or frequent breakdowns, or that are not kept clean and in good operating condition shall not be used in the performance of this contract. Contractor shall use its automated waste collection trucks and automated recycling trucks assigned to the Sandy City contract solely for use under this contract to collect the regular residential refuse and transport it to the Landfill and to collect Recyclable Materials and transfer them to the recycling center

chosen by the Contractor, without letting any trash or other material escape from the trucks. Any exceptions to the exclusive use of these trucks for Sandy City must be approved by addendum to this contract, and the City compensated based on actual cost of the additional use. Only in an emergency, for a very short duration, and with the written permission of the Public Works Director, may other trucks be used in the performance of this contract. Each truck used in this contract either for waste collection or collection of recyclable materials will carry a marking on at least both sides of the truck stating "Proudly Serving Sandy City" or a similar statement approved by the City.

(d) Schedule. The schedule of collection routes will be determined each year before the anniversary date of this Agreement by written memorandum or letter signed by the parties' representatives. If the parties can't agree on these issues, then either party may request mediation as provided in Section 20 below. All of the services listed in this section will be provided at the rates set in Section 14.

(e) Service Request Response Time. In order to maintain an efficient and acceptable collection system, all requests for delivery or replacement of containers shall be responded to within two (2) City working days of the request. Complaints about service, including but not limited to, damaged container wheels on collection containers, damaged collection containers, etc., shall be responded to and resolved by Contractor within two (2) City working days from the receipt of the request. Missed pick-ups will be resolved within one working day of receipt of the complaint. Except in circumstances approved by the Director of Public Works, all missed pick-up complaints will be resolved by Contractor returning to the site and collecting material reported to be missed. Contractor will maintain a sufficient inventory of containers and parts as outlined in Section 18, and adequate personnel, including at least one full-time maintenance employee dedicated exclusively to service Sandy City under this Agreement, and equipment to meet this time requirement. Service requests not resolved within two (2) days, and missed pick-ups not resolved within one (1) working day, will be subject to a billing reduction equal to one (1) times the current daily rate paid by the resident for each day the complaint is not resolved. Contractor will keep a log of complaints including date received, date resolved, and provide updated status reports to Sandy on a daily basis. The Contractor shall provide copies of all logs of complaints and requests for service from Sandy residential customers to the City's Public Works Director on a daily basis. Complaints not resolved within the period required will be noted on the Contractor's monthly bill to Sandy, including the appropriate reductions as stated above.

(f) Dumpster Program. The Contractor will provide all City residents including those listed in **Exhibit "B"** an on-demand residential dumpster service. The Contractor shall supply at its sole cost all personnel, equipment, and fuel needed to provide this service, including all necessary trucks, dumpsters and drivers. The Contractor will be capable of providing a minimum of five (5) deliveries and pick-ups each day on Monday, Tuesday, Thursday, and Friday. The service

will include the delivery of a 30-yard-capacity dumpster to a residential location designated by the City, pick-up at that same location approximately 72 hours after delivery at a time designated by the City, transportation to, and dumping of contents at the "Landfill", then returning the dumpster to the Public Works facility, or another address designated by the City. The Contractor will provide a pool of at least ten (10) 30-cubic yard dumpsters, identified with a Sandy City logo, which may be stored at the Sandy City Public Works facility. The Contractor shall maintain reflective diamond grade tape readily visible in artificial light on all corners of the dumpsters.

(g) Curbside Leaf Collection Program. The Contractor will provide to all City residents including those listed in Exhibit B an annual curbside leaf collection program for all residents of the City. This service will be offered in the late fall each year, at a time designated by the City. The program will include a once-per-year curbside collection of leaves, bagged only, to be completed during a two-week period designated by the City, for all City residents north of 9400 South one week, and all City residents south of 9400 South another week.

(h) Glass Recycling Container. The Contractor will provide (1) one large glass recycling container at the Public Works facility located at 8775 South 700 West Sandy, Utah. This container will be provided and serviced as needed at no cost to the City. In the future the City may designate up to 3 additional location for glass recycling containers to be provided under the same conditions as the first.

(i) The Contractor may request permission from the City to use waste collection trucks dedicated to the City for the collection of a small number of residential only units not in the City. The City may, at its sole discretion, allow the Contractor to perform this collection in exchange for being compensated using the following formula:

For each week collected calculate the number of residential units collected times the yearly average tonnage per City residential unit divided by 52 and multiple that figure by the current tipping fee. In no case shall the total number of residential units collected outside the City exceed 100.

2. CONTRACT DOCUMENTS. The Contract Documents shall consist of the following documents, and this Agreement incorporates them as if fully set out herein:

- (a) This Residential Solid Waste Collection and Recycling Services Agreement;
- (b) The Instructions and Requirements to Proponents for Residential Solid Waste Collection and Disposal included in the Request For Proposal;
- (c) The Performance Bond;
- (d) The Insurance Certificates described in **Exhibit "A"**.

Any addenda to the foregoing documents agreed to and signed by the parties, as required in Section 15 of this Agreement, and incorporated into the Contract Documents.

In the event that there is a conflict between this Residential Solid Waste Collection and Recycling Services Agreement and any exhibits, attachments, or other documents referred to herein, including any of the other Contract Documents, then to the extent that it can reasonably be construed to do so, this Agreement shall control.

All provisions of the Contract Documents shall be strictly complied with.

3. SUBCONTRACT OR ASSIGNMENT. The Contractor shall not assign, transfer, or subcontract any interest or service in this Agreement, except the marketing and recycling of Recyclable Materials, without the prior written consent of the City, provided that claims for compensation due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment shall be promptly furnished to the City. The City may not unreasonably withhold its approval of an assignment, transfer or subcontract. The Contractor may, at its option, contract for the sale of Recyclable Materials collected as a part of the City-wide recycling program included in this contract. Contractor shall take reasonable steps to insure that only marketable Recyclable Materials shall be collected, as directed by the City, and that all such materials collected will be marketed for recycling purposes, and collection of payment for the delivery thereof. In no case shall materials collected hereunder as Recyclable Materials be disposed of in the Landfill without the written approval of the Director of Public Works or the City Administrator. Under this provision Contractor will be allowed to dispose of any residual non-recyclable material collected in the recycling container in any lawful manner at the sole cost of the Contractor.

4. DISPUTES. Any dispute (except one arising out of an event giving rise to the City's notice of termination under Section 5 below) concerning a question of fact arising under this contract which is not disposed of by written agreement shall be decided by the City Public Works Director or his designated representative (herein called the "**Director**"), which decision shall be reduced to writing. A copy of said decision will then be promptly furnished to Contractor. The decision of the Director shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or which is not supported by substantial evidence and is appealed to the City's Chief Administrative Officer within 20 days of receipt of the Director's decision. In connection with any appeal proceeding under this clause, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of its services and duties under Agreement.

This dispute clause does not preclude consideration of questions of law in connection with decisions provided for in the above paragraph. However, nothing in this Agreement shall be construed as making final the decision of the Chief Administrative Office on a question of law.

To the extent that this section conflicts with Section 5 below, Section 5 shall control.

5. DEFAULT, REMEDY AND TERMINATION. Upon the occurrence of one or more of the following events:

- (a) If Contractor substantially fails to perform any part of this Agreement;
- (b) If Contractor repeatedly fails or becomes unable to perform the services under this Agreement as required herein, or substantially fails to provide services under this Agreement for a period of 72 hours;
- (c) If Contractor (i) shall become insolvent in a bankruptcy sense; (ii) shall be generally not paying its debts as they become due, or within a reasonable time thereafter; (iii) shall suffer, voluntarily or involuntarily, the entry of an order by any court or governmental authority authorizing the appointment of a custodian (as that term is defined in 11 U.S.C. '101[10]), receiver, trustee, or other officer with similar powers with respect to it or any portion of its property which remains undismissed for a period of 90 days; (iv) shall suffer, voluntarily or involuntarily, with or without judicial or governmental authorization, any such custodian, receiver, trustee, or other officer with similar powers to take possession of any part of its property which third party remains in possession for an excess of 90 days; (v) shall suffer, voluntarily or involuntarily, the filing of a petition respecting an assignment for the benefit of creditors which is not dismissed for a period of 90 days; (vi) shall be dissolved; (vii) shall become the subject of any proceeding, suit, or action at law or in equity under or relating to any bankruptcy, reorganization or arrangement of debt, insolvency, readjustment of debt, receivership, liquidation, or dissolution law or statute or amendments thereto to be commenced by or against it or against any of its property which remains undismissed for a period of 90 days; (viii) shall voluntarily suspend substantially all of its business operations; (ix) shall be merged with, acquired by, or otherwise absorbed by any individual, corporation, or other business entity or organization of any kind except for any individual corporation or other business entity or organization which is controlled by, controlling, or under common control with the Contractor; or (x) shall take action for the purpose of any of the foregoing,

Then the City may, after serving ten days written notice on the Contractor and its surety of its intention to terminate the services of Contractor, and if within 10 days after serving such notice, the violation is not corrected to City's reasonable satisfaction, the City then may, but shall not be required to, take over the work and prosecute it to completion by contract or by any other method it may deem advisable at the expense of the Contractor upon notice communicated to the Contractor. The Contractor and the Contractor's bonding company shall be liable to the City for

any reasonable cost occasioned by the City in excess of the amount agreed for the service herein for up to three months. The City may complete the contract performance by itself or through a third party.

If the Contractor disputes the City's decision to terminate its services, it shall submit a written statement to the City of as much of the City's determination as it disputes, setting out in detail the reasons for which it disputes the City's determination. The resolution of the dispute shall then be made pursuant to the terms of Section 4 except that the City Administrator shall designate another person than the Director of Public Works to render a decision on the matter.

The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this section.

The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. The City will give consideration to special circumstances involving Acts of God, or other circumstances beyond the control of the City or the Contractor.

6. LIABILITY. The Contractor shall indemnify and hold harmless the City and its officers, agents and employees from and against all claims, damages, losses and expenses arising out of or resulting from the performance of the services hereunder provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent act or omission or willful misconduct of the Contractor, or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except to the extent that the damages, loss or expense are caused by the negligence or willful misconduct of the City, its employees, agents or subcontractors.

7. INSURANCE. The Contractor shall maintain evidence of insurance with the City as specified in the request for proposal and **Exhibit "A"**. The Contractor shall provide the Director of Public Works with proof thereof before beginning services and within 60 days prior to the anniversary of this Agreement, and shall provide proof thereof upon request by the City's Director of Public Works or Risk Manager. The City Risk Manager reserves the right to increase the amounts of insurance maintained by the Contractor proportional to increases in caps to city government liability under the Utah Governmental Immunity Act or its successor statute, and to increases in the Consumer Price Index which exceed five percent in any year.

8. CONTROLLING LAW. This Agreement shall be construed in accordance with and enforced under the laws of the State of Utah. Any suit brought to enforce or set aside any part of this Agreement shall be brought in a Utah State Court located in Salt Lake County, unless the claims can only be heard in U.S. District Court, in which case the matter shall be tried in the U.S. District Court for the District of Utah located in Salt Lake County, Utah.



9. SAFETY. Contractor shall, at all times, take all reasonable steps to ensure the safe and prudent operation of all equipment and machinery in connection with this Agreement. Contractor agrees to comply with all applicable federal, State and local laws, rules, regulations, and orders relevant to its operation including but not limited to OSHA rules and regulations, Department of Motor Vehicle inspection and operation rules and regulations, EPA laws and regulations, etc. All equipment shall be properly maintained in good working order and in compliance with all applicable safety and motor vehicle regulations. Contractor shall take all reasonable precautions to protect the safety of all children, pedestrians, motorists, employees and any others that may be near the equipment and operations of the Contractor. Any accident, damage or injury, including (without limitation) damage to any City property or equipment, caused by or resulting to the Contractor's equipment or employees in the performance of this Agreement shall be immediately reported to the City, [and/or if reported to the Contractor by the City,] and Contractor shall take prompt remedial action to restore, repair or replace all damaged or ruined property; provided, however, Contractor will not be responsible for damage to driving surfaces due to the existence or weight of Contractor vehicles.( provided that (a) If the vehicle is within the legal weight limit and (b) If the loss of fluid from the vehicle has not softened the pavement such that the weight of the vehicle causes the pavement to sink.) In no case shall the Contractor knowingly collect, load, or transport any material designated as hazardous under federal, State, or local laws or ordinances. In the case of a spill Contractor will take reasonable action to insure that no materials picked up by Contractor under this Agreement enter the storm drain system. The City may immediately terminate this Agreement upon Contractor's failure to comply with the provisions of this paragraph.

10. WAIVERS. No action or failure to act or to enforce a breach of this Agreement by either of the parties, their officers, agents or employees, shall constitute a waiver of any right or duty afforded it under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any subsequent breach except as may be specifically agreed in writing.

11. WORKING HOURS. Contractor, its subcontractors, agents and employees shall not work outside of normal work hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday in performing work under this Agreement unless special prior arrangements for other hours have been requested and approved by the City. Contractor shall minimize noise disturbance to the surrounding neighborhoods by maintaining noise attenuation devices on all equipment sufficient to comply with all applicable laws, ordinances, and policies.

12. OBEY LAWS. Contractor shall obey all applicable laws and regulations of the United States, the State of Utah, and Sandy City in performing this Agreement. In the event that Contractor, or any of its employees are cited, sanctioned, etc., for violation of the law during the execution of the terms of this Agreement, including, but not limited to overweight violations, traffic violations, mishandling of waste, littering, illegal collection, loading, or knowingly

transporting hazardous waste, etc., the Contractor or its employees will be wholly responsible for any fees, fines, damages, or costs of any kind which may occur as a result of these violations, and shall not pass these costs in any way onto the City. Contractor may recover from the City costs associated with the proper clean-up and disposal of wastes illegally or improperly disposed of that the Contractor, using reasonable precautions and business practices, was unaware of at the point of service. The Contractor will assist the City with identifying the source of the waste material illegally and improperly placed in containers (used under this Agreement) for collection by the Contractor.

13. NOTICE. Any notice required or permitted hereunder to be given or transmitted between City and Contractor shall be in writing and either personally delivered or mailed postage prepaid by certified or registered U.S. mail, or sent by a recognized commercial rapid delivery courier, addressed as follows:

(a) Notice to Sandy City shall be given to the **Director of Public Works**, 8775 South 700 West, Sandy, Utah 84070, or such other address or person as the Director of Public Works shall direct in writing to the Contractor;

(b) Notice to Contractor shall be given to the **District Manager** at Contractor's address set out first above, or such other address or person as he shall direct in writing to the City.

Either party may, by notice to the other given as prescribed in this Section, change said address for any future notices which are mailed under this Agreement. Any notice which is mailed under this Agreement shall be effective upon its delivery.

14. COMPENSATION. The City shall pay to the Contractor the following fees for its services and containers provided hereunder:

(a) \$9.00 per month per residential unit for which Contractor provides waste collection, and Recyclable Materials collection during any part of a month, and an annual curbside leaf collection subject to any exceptions set out herein. This monthly rate is derived by adding the monthly rate of \$5.75 for automated waste collection, \$3.25 monthly rate for automated recycling, and no cost for the annual curbside leaf collection, together herein called the "**Monthly Home Rate**." The Monthly Home Rate shall be adjusted on the first anniversary of the contract pursuant to Subsection 14(f). The total monthly rate includes the payment for the purchase, replacement, and maintenance of all residential automated waste and recycling containers within Sandy City needed under the term of this Agreement, and in compliance with Section 18 of this Agreement. The Contractor shall use its best efforts to sell all Recyclable Materials collected separately from the general solid waste by the Contractor from residents under this Agreement which qualify for recycling. The Contractor shall pay the City fifty (50) percent of the gross receipts from the Recyclable Materials collected and sold, minus the processing cost, unless that net total is at or below \$0.00 in which case the City will not receive

any revenue, nor will it be billed for any costs associated with the collection and processing of the recyclable materials. If a negative marketable value for any particular commodity continues for an extended period of time the Contractor may request that the City suspend the collection of that specific recyclable material until the marketable value is again positive.

The Contractor will transport all such residual waste to the Landfill and pay the processing cost at its own expense.

In addition, the Contractor will supply Sandy City a complete monthly summary of transactions regarding all materials collected under this Agreement, including total waste and Recyclable Materials collected showing type and total, and the total residual material collected as "Recyclable Materials" and disposed of in the Landfill, and the total amount received for sale and delivery of Recyclable Materials. Contractor shall (??)The City and its agents shall have the right to inspect during business hours the Contractor's books of accounts, receipts, and other accounting records dealing with the pickup and handling of all Recyclable Materials picked up by the Contractor under this Agreement. [keep records for 3 yrs after creation of the record]

(b) Upon request, residents may receive additional automated waste collection or recycling containers from the Contractor. The City shall pay the Contractor \$2.97 per month for each additional waste collection container and \$2.57 for each additional Recyclable Materials collection container provided to a residence. Residents must pay for additional containers they request for a minimum of six months after receiving them. The Contractor shall repair all waste collection and recycling containers needing repair as requested by the City or a resident as outlined in Section 1(e). If the repair or replacement is required due to Contractor losing, damaging the container, or due to normal wear and tear of the Container, then the repair or replacement will be done at no cost to the customer or City. If the replacement is required because of damage clearly caused by a customer's obvious negligence or intentional damage, the Contractor may, at its option, bill the City for the cost of the container.

(c) Through the use of daily reconciliation sheets provided by the City to the Contractor, and by the Contractor to the City, a daily total of all residential waste and recycling containers in use in the City shall be generated. At the end of each month the City and the Contractor will discuss and compare figures on a month-end total container count used in the City under this Agreement in the event of a discrepancy the City's can count shall be used. The Contractor shall bill the City not more often than once each month based on the verified month-end container total. Invoices shall accurately set out the number of residences served for all or part of the month, the cost of containers provided to each resident, the number and type of container(s) provided, and a total for all services and containers provided for that month.

(d) The rate for the dumpster program will be \$129.00 for delivery, collection and dumping at the Landfill (not including the tipping fee which the resident shall pay in addition), then transportation of the dumpster back to either to the Sandy City Public Works facility, or to

another location designated by the City. The monthly billing amount will reflect the number of dumpsters serviced by the Contractor multiplied by the individual dumpster fee. The cost to the City for the annual curbside leaf collection program is incorporated into the Monthly Home Rate so no additional charge for that service will be reflected in the monthly billing.

(f) The parties shall adjust the fee payments made by the City to the Contractor under Section 14 (a), (b), and (d) above annually beginning on the first anniversary of this Agreement based upon changes, whether up or down, in the annual average Consumer Price Index for the previous 12-month period from October of the previous year to September of the current year calculated as set out below:

For All Urban Consumers, U.S. city average, All Items, U.S. Western Region ("CPI"), as published by the Bureau of Labor Statistics, for the 12-month period ending nearest, but at least sixty (60) days prior to, the Adjustment Date. At least thirty (30) days prior to the Adjustment Date, Contractor shall notify the City of the CPI adjustment to take effect on the Adjustment Date and shall provide the City with its computations therefor. Adjustments to the Contractor's service rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments. Using the U.S. city average for All Urban Consumers and the U.S. Western Region CPI as published by the Bureau of Labor Statistics for the 12 months previous to October of the current year, the City will calculate the difference between the CPI for the month of September from the previous year and the CPI for the month of September from the current year from both sources and the lower of the 2 rates will be used to calculate the rate adjustment for the current year, either up or down, which rate change shall be used in determining the November invoice for the current year.

(g) In addition, an increase or decrease in Monthly Home Rate may be made by the City's Public Works Director and the City's Chief Administrative Officer after disclosure to the City Council at a public meeting upon the written request of the Contractor or upon the City's initiative, and after notice to the Contractor, resulting from the following:

(i) Change in the Landfill or other collection facility used by the City for residential solid waste disposal. In such case, the City may adjust the Monthly Home Rate by the change in the cost of hauling waste collected under this Agreement to the new landfill as demonstrated by the Contractor; or

(ii) Any change in law, statute, rule, regulation, ordinance, order or requirement of any foreign, federal, state, regional or local government that is effective after the effective date of this Agreement which changes Contractor costs of providing services under this Agreement.

(h) Contractor will keep and make available to the City at any time requested by the Director of Public Works during business hours, a complete inventory of all containers within the City, including the number of containers provided by type.

(i) In addition to the service provided to residential units under this contract, the Contractor shall provide waste collection and recycling services to any and all City-owned facilities including but not limited to City Hall, all Sandy City Fire Stations, Parks and Recreation offices, all Sandy City parks, Public Utilities, and Public Works facilities, Sandy Senior Citizen Center, Sandy Cemetery, Sandy Amphitheater, Sandy Museum, Sandy Justice Courts, and River Oaks Golf Course and shop, and any other Sandy City facilities as requested by the Director at no cost to the City.

15. ENTIRE AGREEMENT. This Agreement represents the entire integrated agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written modification signed by the parties.

16. SEVERABILITY. If any part of this Agreement shall be declared void or unenforceable by a court of competent jurisdiction, the remaining parts shall nonetheless remain in full force and effect.

17. IMPOSSIBILITY. Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes (except that no strike by Contractor's employees shall prevent the City from making demand on Contractor's performance bond as otherwise provided for herein), riots, war, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created, or the revocation, suspension, denial or modification of any permit, license or approval.

18. GARBAGE CONTAINERS. Contractor will, at its own expense, provide all dumpsters, waste collection and recycling containers used in this Agreement. Contractor will repair or replace any container that is defective, damaged or destroyed as provided under section 14 (b) of this Agreement. In addition to the containers placed at residents' homes, the Contractor at all times shall keep an inventory of both waste collection and recycling containers, wheels, and parts for 45 days of average distribution and replacement activity in the city, based on information provided by Sandy City Public Works.

19. COURTESY. The Contractor's officers and employees shall be courteous, polite, and professional in all contacts with City residents. Within seven business days after receiving notification of the misconduct of an employee, the Contractor shall take steps to reasonably assure that the misconduct does not recur, including disciplining the employee. For the cause

and at the City's request, the Contractor shall promptly remove an employee from providing services under this Agreement.

20. MEDIATION. In the event that the parties are unable to resolve a dispute which has arisen over the subject matter of this Agreement within 30 days of written notice of a dispute subject to this Section, then either party may notify the other that the matter shall be submitted to non-binding mediation by a mediator acceptable to both parties, the cost of which shall be borne equally by both parties.

21. TITLES AND CAPTIONS. The titles of captions of this Agreement are for convenience only and shall be deemed part of this Agreement and in no way define, limit, augment, extend or describe the scope, content or intent of any part or parts of this Agreement.

22. FOLLOW RULES. The Contractor shall strictly comply with all rules and regulations of the Landfill and of any other landfill or other collection facility to which it hauls and dumps materials under this Agreement, and shall take reasonable steps to assure that no waste is hauled under this Agreement which violates any laws, or to dump such waste at any landfill in violation of the law, or any rules or regulations of such landfill. The Contractor shall immediately report to the City Representative any waste picked up which violates any law, or any rules or regulations of any landfill or other collection facility to which the Contractor hauls waste hereunder, including the names and addresses of any persons who delivered such waste to the curb or to the Contractor for pickup and disposal or delivery.

23. PERFORMANCE BOND. The Contractor shall post before beginning services under this Agreement, and shall maintain during the term of this Agreement, a performance bond in the amount of not less than six times the Contractor's total monthly billing at the beginning of the Agreement, or in each year thereafter, six times the Contractor's total monthly billing in the month prior to the anniversary of the Agreement, unless the Residential Home Rate changes by less than ten percent between the month prior to the last anniversary in which an adjustment in the bond was made and the month preceding the anniversary of this Agreement, in which case the amount of performance bond shall not be adjusted. The bonding or insurance company shall have a Best's rating of not less than A-IX and be licensed to do business in the State of Utah. Notwithstanding the foregoing, the Public Works Director and the Chief Administrative Officer may elect not to increase the amount of the performance bond provided they notify the Contractor in a signed writing thereof.

24. NO THIRD-PARTY BENEFICIARIES. The parties do not intend that this Agreement benefit any third parties.

25. AUTHORITY. The individual signing on behalf of the Contractor hereunder certifies that he or she is authorized to sign this Agreement on behalf of the Contractor and to bind the Contractor to this Agreement by his signature.

WHEREFORE, the parties have entered into this Agreement on the day and year first set out above.

SANDY CITY

  
Tom Dolan, Mayor

ATTEST:

  
City Recorder



CONTRACTOR:

ATTEST:

By: 

Title: President

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

Three years

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH )

County of Salt Lake )

SANDY CITY APPROVALS

Department 

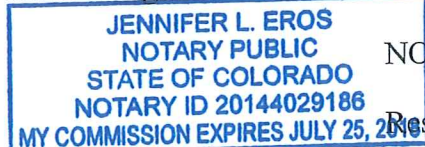
Risk Mgt. CMR

Budget BK

Legal Form 

Purchasing Compliance 12

On the 3 day of December, 2015, personally appeared before me and Scott Bradley, who did say that they are the (titles) Vice President and \_\_\_\_\_, respectively, of Waste Management of Utah, Inc., a Utah corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors; and said persons acknowledged to me that said corporation executed the same.



NOTARY PUBLIC 

Residing in Arapahoe County, Colorado

My Commission Expires:

July 25, 2018

**EXHIBIT "A"INSURANCE**



**"EXHIBIT A"**

**INSURANCE, BONDS and INDEMNIFICATION REQUIREMENTS FOR  
ENTITIES CONTRACTING WITH SANDY CITY FOR:  
SOLID WASTE COLLECTION & RECYCLING, DUMPSTER AND LEAF COLLECTION  
SERVICES (2015)**

Contracting party shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which arise out of or in connection with the performance of the work hereunder by the Contracting party, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contracting party's bid or proposal.

**A. MINIMUM LIMITS OF INSURANCE**

Contracting party shall maintain limits no less than:

**1. GENERAL LIABILITY:** \$5,000,000 combined single limit per occurrence, personal injury and property damage. \$10,000,000 aggregate or other limits acceptable to the City. Must contain "Pollution Liability Endorsement." Broad Form Commercial General Liability is required (ISO 1993 or better). Personal Injury, Premises-Operations, Products-Completed Operations, Independent Contractors and Subcontractors.

**2. AUTOMOBILE LIABILITY:** \$5,000,000 per occurrence, \$5,000,000 aggregate, "Any Auto" coverage is required. Must contain "Pollution Liability Endorsement."

**3. WORKER'S COMPENSATION:** Worker's compensation statutory limits as required by the Workers' Compensation Act of the State of Utah and Employers Liability limits at a minimum of \$300,000 per occurrence.

**4. POLLUTION LIABILITY:** In the amount of \$5,000,000 per occurrence or other limits acceptable to the City.

**5. PERFORMANCE BONDS:** In an amount no less than the value of 6 months compensation paid under the contract.

**B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retention exceeding 5% limit of policy must be declared to and approved by Sandy City. At the option of Sandy City, either; (1) the insurer may be required to reduce or eliminate such deductibles or self-insured retention as respects Sandy City, its officers, officials and employees; or (2) the contracting party may be required to procure a bond guaranteeing payment of losses and related investigations, claim distribution and defense expenses.

**C. NOTICE OF INCIDENT OR ACCIDENT**

Contracting party shall agree to disclose to Sandy City, all incidents or occurrences of accident, injury, and/or property damage covered by the insurance policy or policies.

**D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

**I. Professional Liability and Automobile Liability Coverages**

A. Sandy City, its officers, officials, employees and volunteers are to be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of the contracting party; products and completed operations of the contracting party; premises owned, leased, hired or borrowed by the contracting party. The coverage shall contain no special limitations on the scope of protection afforded to Sandy City, its officers, officials, employees or volunteers.

B. The contracting party's insurance coverage shall be a primary insurance as respects to Sandy City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by Sandy City, its officers, officials, employees or volunteers shall be in excess of the contracting party's insurance and shall not contribute with it.

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

D The contracting party's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

## II. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against Sandy City, its officers, officials, employees and volunteers for losses arising from work performed by the contracting party for Sandy City.

## III. All Coverages

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

### E. ACCEPTABILITY OF INSURERS

Insurance and bonds are to be placed with insurers admitted in the State of Utah with a Bests' rating of no less than A-, IX, and in the limits as listed in this document, unless approved by the Director of Risk Management .

### F. VERIFICATION OF COVERAGE

Contracting party shall furnish Sandy City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be furnished to and accepted by Sandy City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, with all endorsements, at any time.

### G. SUBCONTRACTORS

Contracting party shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### H. INDEMNIFICATION / LIABILITY

Contracting party shall indemnify, defend and hold harmless the Customer, its officers, agents, employees and volunteers from all damages, costs or expenses in law or equity, including attorneys fee, that may at any time arise or be set up because of damages to property, bodily injury or personal injury received by reason of or in the course of providing the goods and services provided to the City which may be occasioned by any willful, negligent or wrongful act or omission of the contracting party, any of their employees or any subcontractors.



## CERTIFICATE OF LIABILITY INSURANCE

1/1/2016

DATE (MM/DD/YYYY)  
12/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: ACE American Insurance Company	22667
		INSURER B: Indemnity Insurance Co of North America	43575
		INSURER C: ACE Property & Casualty Insurance Co	20699
		INSURER D: ACE Fire Underwriters Insurance Company	20702
		INSURER E:	
		INSURER F:	

COVERAGES UTWJORDA CERTIFICATE NUMBER: 3971908

REVISION NUMBER: XXXXXXXX

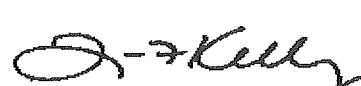
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	HDO G27341251	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	MMT H08830472	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	XOO G2742305A	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ XXXXXXXX
B A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WLR C4814181A (AOS) WLR C4814182I (CA & MA) SCF C48141833 (WI)	1/1/2015 1/1/2015 1/1/2015	1/1/2016 1/1/2016 1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H08830460	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. RE: SOLID WASTE AND RECYCLING COLLECTION WAIVER OF SUBROGATION IN FAVOR OF SANDY CITY, ITS OFFICERS, OFFICIALS, EMPLOYEE AND VOLUNTEERS ON ALL POLICIES WHERE AND TO THE EXTENT AS REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW.

## CERTIFICATE HOLDER

## CANCELLATION See Attachment

3971908  SANDY CITY 10000 CENTENNIAL PARKWAY SANDY UT 84070	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

Bond No. 1023111

# RIDER

To be attached to and form a part of Performance Bond, No. 1023111  
dated the 1st day of November, 2007 issued by  
LEXON Insurance Company, 10002 Shelbyville Road, Louisville, KY 40223 as Surety, on behalf of  
Waste Management of Utah, Inc., 8652 South 4000 West, West Jordan, UT 84088, as Principal,

in the penal sum of One Million Three Hundred Thousand and 00/100  
Sandy City  
Dollars (\$ 1,300,000.00 ), and in favor of 10000 Centennial Parkway, Sandy, UT 84070

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

This rider will serve to change the bond penalty as follows:

Current Bond Amount: \$1,300,000.00  
Total New Bond Amount: \$1,490,000.00

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the 1st day of November, 2014

Signed, sealed and dated this 24th day of September, 2014

WITNESS:

Sarah

PRINCIPAL

Waste Management of Utah, Inc.

By

Diana Seng  
Diana Seng  
Director, Treasury &  
Financial Assurance

WITNESS:

Jessie C. Kessler

LEXON Insurance Company

By

Rachel Parikh

Rachel Parikh, Attorney-in-Fact

## POWER OF ATTORNEY

LX-223466

## Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Jackie C. Koestel, Lynnette Long, Amy Meredith, Deborah Neichter, Sheryon Quinn, Bonnie J. Wortham, Jessica Nowlin, Rachel Parikh its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1<sup>st</sup> day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 4,000,000.00, Four Million dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21<sup>st</sup> day of September, 2009.



LEXON INSURANCE COMPANY

BY

*David E. Campbell*  
David E. Campbell  
President

## ACKNOWLEDGEMENT

On this 21<sup>st</sup> day of September, 2009, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY L. TAYLOR  
Notary Public- State of Tennessee  
Davidson County  
My Commission Expires 01-09-16

BY

*Amy L. Taylor*  
Amy L. Taylor  
Notary Public

## CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 24<sup>th</sup> Day of September, 2014.



BY

*Andrew Smith*  
Andrew Smith  
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

CONTINUATION CERTIFICATE

The Lexon Insurance Company, 10002 Shelbyville Road, Suite 100, Louisville, KY 40223, as Surety upon

Bond Number: 1023111

dated effective Thursday, November 01, 2007

on behalf of Waste Management of Utah, Inc., 8652 South 4000 West, West Jordan, UT 84088

and in favor of Sandy City, 10000 Centennial Parkway, Sandy, UT 84070

does hereby continue said bond in force for the further period

beginning on Saturday, November 01, 2014

and ending on Saturday, October 31, 2015

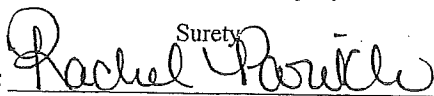
Amount of bond: ONE MILLION FOUR HUNDRED NINETY THOUSAND AND 00/100 Dollars (\$1,490,000.00)

Description of bond: Residential Solid Waste Collection Recycling Services

Provided: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in condition therewith shall not be cumulative and the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed, sealed and dated on Wednesday, September 24, 2014

Lexon Insurance Company

By: <sup>Surety</sup> 

Rachel Parikh, Attorney-in-Fact

## POWER OF ATTORNEY

LX- 223467

## Lexon Insurance Company

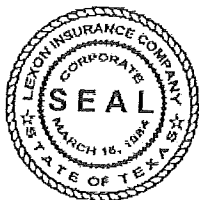
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Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21<sup>st</sup> day of September, 2009.



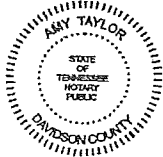
LEXON INSURANCE COMPANY

BY

*David E. Campbell*  
David E. Campbell  
President

## ACKNOWLEDGEMENT

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AMY L. TAYLOR  
Notary Public- State of Tennessee  
Davidson County  
Mv Commission Expires 01-09-16

BY

*Amy L. Taylor*  
Amy L. Taylor  
Notary Public

## CERTIFICATE

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Signed and Seal at Mount Juliet, Tennessee this 24th Day of September, 2014.



BY

*Andrew Smith*  
Andrew Smith  
Assistant Secretary

WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

EXHIBIT "B"

SANDY CITY RESIDENCES SPECIFICALLY EXEMPTED FROM COLLECTION OF  
WASTE AND RECYCLABLE MATERERIALS