

Amendment #6

To Residential Solid Waste Collection & Disposal Agreement

THIS AMENDMENT (the "Amendment") is made and entered into this, the _____ day of _____, 2023, by and between Elk Ridge City, a Utah Corporation (the "City" and Allied Waste Services of North America, LLC, d/b/a Allied Waste Services of Utah County and Republic Services of Utah ("Contractor").

WHEREAS, the City and Contractor are parties to certain Agreement for Residential Solid Waste Collection and Curbside Recycling Services, as amended by a last and Amendment #5 dated May 2020; Amendment #4 dated November 19, 2018; Amendment #3 dated January 12, 2011; and extension letters dated June 25, 2014, and December 21, 2017, (collectively the "Agreement") to provide residential solid waste and recycling services; and

WHEREAS, Contractor has previously provided residential automated solid waste and recycling collection and disposal services within the boundaries of the City to perform such work as may be incidental thereto; and

WHEREAS, the City desires to have Contractor continue to perform residential automated solid waste and recycling collection services in accordance with the terms of the Agreement that is currently in place, and

WHEREAS, the City desires to now extend the contract, and

WHEREAS, the City and Contractor have agreed on a new pricing structure.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1) EXTENSION

The term of the Agreement will be extended for sixty months (60) months beginning July 1, 2023 and concluding on June 30, 2028. This agreement will terminate at the end of this extension period unless parties mutually agree to extend for a period to be determined is in the best interest of both parties.

2) PRICING

Pricing per home per month, starting July 1, 2023, will be as follows:

1st container MSW - \$9.57

Additional container MSW - \$6.78

Recycling containers - \$8.83

3) ANNUAL PRICING INCREASE

An annual pricing escalator will occur each July 1st throughout the extension period starting July 1, 2024. The increase amount will be equal to the Garbage and Trash Index using the Bureau of Labor Statistics non-seasonal table for the previous full calendar year's monthly average with a 2.5% floor and a 3.5% ceiling. If Company incurs excessive expenses due to unforeseen and/or abnormal escalation in costs to providing services, Company can petition City for increases in rates. Such increases will not be unreasonably withheld by City.

4) AGREEMENT ALTERATIONS

City and Contractor reserve the right to negotiate changes to this Agreement, which may include adding or canceling services, which are in the best interest and mutually agreed upon by both parties.

AMENDMENT.

All other terms of the Agreement are not altered or superseded by this Amendment. Only those portions of the Agreement specifically modified in this Amendment are affected.

IN WITNESS WHEREOF, the parties have executed this Amendment #4 as of the date first set forth above.

CITY:

ELK RIDGE CITY

By: _____ (signature)

Its: Mayor

Print Name: Robert Haddock

CONTRACTOR:

ALLIED WASTE SERVICES OF NORTH
AMERICA D/B/A REPUBLIC SERVICES OF UTAH

By: _____ (signature)

Its: General Manager

Print Name: Gordon Raymond

ATTEST:

By: _____ (signature)

Its: City Recorder

Print Name: Royce Swenson