

## **SOLID WASTE SERVICES AGREEMENT**

THIS SOLID WASTE SERVICES AGREEMENT ("Agreement") is made this 1st day of January, 2022 (the "Effective Date") by and between WASTE MANAGEMENT OF MISSOURI, INC., a corporation organized and existing under the laws of the State of Missouri (hereafter "Company"), and THE CITY OF NORMANDY, a municipal corporation created under the laws of the State of Missouri (hereafter "City") (Company and City each a "Party" and collectively the "Parties").

**WHEREAS**, City desires to provide its citizens with environmentally sound collection, disposal and processing of solid waste and recyclable materials; and

**WHEREAS**, Company and its affiliates have extensive experience in providing such services; and

**WHEREAS**, City has determined that it would be in the best interests of its citizens to contract with Company for such services in accordance with the terms and conditions contained herein.

**NOW THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Company and City agree as follows:

### **1. DEFINITIONS**

a. **"Applicable Law"** means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.

b. **"Bagster® Bag"** means a soft-sided polypropylene container that can hold up to 3,000 pounds of solid waste, is purchased by the Service Recipient at a local hardware home supply store or online by the Service Recipient, and is collected by Company using a special vehicle with an overhead crane.

c. **"Bagster® Service"** means a method for Service Recipients to arrange for collection of solid waste as an alternative to temporary bin or roll-off box service, using a Bagster® bag. Company will provide for collection/processing of the Bagster® bag. Bagster® service is intended as a service additional to, and not as a substitution for, temporary Bin or Roll-Off Container service.

d. **“Bin”** means a watertight metal or heavy plastic receptacle with a hinged plastic lid and a capacity of between one (1) and eight (8) cubic yards, designed or intended to be mechanically dumped into a packer type truck. Bins may also include compactors that are owned or leased by a Service Recipient, contingent upon confirmation of compatibility from Company.

e. **“Bulky Waste”** means large household items that do not properly fit in the Service Recipient’s Cart, or bundled or bagged Solid Waste, that do not exceed four feet by four feet by two feet (4’x4’x2’) and weigh no more than sixty (100) pounds, which are attributed to the normal activities of a Single-Family Premises. Such materials may include furniture, area and floor rugs properly prepared (cut and bundled), mattresses, appliances, and tires without rims. Bulky Waste excludes any Unacceptable Waste.

f. **“Cart”** means a watertight heavy plastic receptacle with a rated Capacity of approximately sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels.

g. **“Collection Service(s)”** means the process by which Solid Waste is removed from Residential Premises, transported to a transfer, disposal or Processing facility, and subsequently disposed or Processed.

h. **“Construction and Demolition Debris”** or **“C&D Debris”** means commonly used or discarded materials removed from construction, remodeling, repair, demolition, or renovation operations on any pavement, house, commercial building, or other structure, or from landscaping. Such materials include, but are not limited to, dirt, sand, rock, bricks, plaster, gypsum wallboard, aluminum, glass, asphalt material, plastic pipe, roofing material, carpeting, concrete, wood, masonry, trees, remnants of new construction materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials, and packaging. With the exception of soil, concrete and asphalt, Construction and Demolition Debris does not include Unacceptable Waste.

i. **“Container”** means a Bin, Cart or Roll-Off Container.

j. **“Contamination”** refers to materials placed in a Recyclables container other than Recyclables, or material placed in an Organic Waste container other than Organic Waste.

k. **“Contamination Charge”** means an amount charged to Service Recipients, with reimbursement to Company, to compensate Company costs for separating Solid Waste or Green Waste placed in Recyclables containers, or for arranging special, unscheduled collections due to

placement of Solid Waste or Green Waste in Recyclables containers, or Solid Waste in Green Waste containers.

l. **“CPI-U”** means the Consumer Price Index, series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics.

m. **“Dwelling Unit”** means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals. However, Dwelling Unit does not include a hotel or motel unit.

n. **“Food Waste”** means Solid Waste composed of animal, fruit or vegetable matter resulting from food preparation or consumption, as well as food-soiled compostable paper products.

o. **“Green Waste”** means any vegetative matter resulting from normal yard and landscaping maintenance that is not more than three (3) feet in its longest dimension or six (6) inches in diameter. Green Waste includes, but is not limited to, plant debris such as palm, yucca and cactus, grass clippings, leaves, prunings, weeds, branches, brush, undecorated Christmas trees, and other forms of vegetative waste.

p. **“Multi-Family Complex”** means any Premises with five (5) or more Dwelling Units, where such Dwelling Units receive centralized Refuse Collection Services (and not individualized Cart-based Refuse Collection Services).

q. **“Multi-Family Dwelling Unit”** means a Dwelling Unit in a Multi-Family Complex.

r. **“Organic Waste”** means Food Waste and Green Waste. Organic Waste does not include items defined herein as Unacceptable Waste.

s. **“Overage”** is defined as (i) Refuse, Recyclables or Organic Waste exceeding its Container’s intended Capacity such that the lid is lifted (or would be lifted if lowered) or (ii) Refuse, Recyclables or Organic Waste placed on top of or in the immediate vicinity of the Container, in bags or otherwise.

t. **“Overage Charge”** means an amount charged to Service Recipients to compensate for expense incurred by Company arising from Overages, and to provide a financial incentive to Service Recipients to subscribe to the level of service that will allow all materials to fit within the container.

u. **“Premises”** means any parcel of real property in the Service Area where Solid Waste is generated or accumulated.

v. **“Process” or “Processing”** means an operation or series of operations, whether involving equipment, manual labor, or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages or otherwise prepares Recyclables, Organic Waste, or other Solid Waste, and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused or reconstituted products. Processing begins at the time the Recyclables, Organic Waste, or Solid Waste is delivered to the Processing facility and ends when the finished Processed materials are sold or reused, and the residue is properly disposed.

w. **“Rates”** means the fees to be charged by Company to Service Recipients, and paid by Service Recipients to Company, for the Collection Services and other services provided by Company and included on Exhibit “A” attached hereto, as such may be adjusted from time to time.

x. **“Recyclables”** means the materials described as such in Exhibit B.

y. **“Refuse”** means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables or Organic Waste set out for collection pursuant to Sections 3(c)(ii) or (iii) of this Agreement, nor does it include Unacceptable Waste.

z. **“Residential Premises”** means a Single-Family Premises or Multi-Family Complex.

aa. **“Roll-Off Container”** means an all-metal container with ten (10) cubic yards or more Capacity that is loaded onto a specialized collection vehicle. Roll-Off Containers may also include compactors that are owned or leased by a Service Recipient, contingent upon confirmation of compatibility from Company.

bb. **“Service Area”** means (i) the entire territory included within the City limits as of the Effective Date of this Agreement; and (ii) such additional area as may thereafter become included with the City limits from time to time due to annexation, incorporation or other means, but only from and after the time as the Company is able to provide collection services in such additional area and has reached agreement with the City as to the rates for services, and except to the extent providing such services may be otherwise prohibited by law.

cc. **“Service Recipient”** means an owner or occupant of a Residential Premises who has the legal right to initiate, cancel or make changes to Collection Services.

dd. **“Single-Family Premises”** means (i) any Premises with less than five (5) Dwelling Units, and (ii) any Premises with five (5) or more Dwelling Units where each Dwelling Unit

receives individualized Cart-based Refuse Collection Services (and not centralized Refuse Collection Services).

ee. “**Solid Waste**” means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Service Area, including discarded Recyclables and Organic Waste, but excluding Unacceptable Waste.

ff. “**Unacceptable Waste**” means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Company’s equipment or facilities, or present a substantial endangerment to the health or safety of the public or Company’s employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

2. **TERM.** The Term of this Agreement shall be for three (3) years commencing on December 6, 2021 (the “Commencement Date”) and expiring December 5, 2024. At the end of the term, this agreement may be extended by mutual consent and at negotiated rates.

3. **EXCLUSIVE RIGHT; EXCEPTIONS; ENFORCEMENT.**

a. The City does hereby grant to Company and Company shall have the exclusive duty, right and privilege to provide Collection Services or otherwise handle all Solid Waste (including Refuse, Recyclables, Organic Waste and Bulky Waste) generated, deposited, accumulated or coming to exist at Residential Premises in the Service Area. Collection Services which are not specifically described in this Agreement will be provided according to terms and pricing established by Company. Subject to Section 3(b) below, all Residential Premises within the Service Area shall be required by City to utilize the Collection Services of Company as provided herein. All Single-Family Premises shall establish Collection Services separately and two or more Single Family premises shall not be permitted to share Collection Services under a single account. Company shall have the right to bill and collect payment for all Residential Premises in the Service Area, regardless of whether such Residential Premises receive Company’s Collection Services.

b. Notwithstanding the above, nothing in this Agreement shall prevent any owner, occupant or tenant of a Residential Premises from personally handling, hauling, or transporting Solid

Waste generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station, nor shall anything in this Agreement affect or limit the right of any person to sell Recyclables (i.e., receipt of a net payment) to any person lawfully engaged in the recycling business in the Service Area or to donate Recyclables to any bona fide charity, provided that all such Recyclables are separated by the generator.

c. The City shall use good faith efforts to protect and enforce the exclusive rights of Company through appropriate ordinances and enforcement of those ordinances against third party violators. Company may independently enforce the exclusivity provision of this Agreement against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Company.

#### **4. COLLECTION SERVICES.**

a. Containers.

i. Company shall use city owned Refuse and Recycling containers that have been provided to each residential location by the City.

ii. Company shall provide Bin service to Residential Services requesting this service. The service frequency and container volume shall be subject to negotiation and agreement between Company and the Service Recipient.

iii. Company shall replace any Container that becomes damaged or destroyed during the provision of the Collection Services, or that becomes unusable due to ordinary wear and tear; Company may charge a replacement fee and delivery fee as set forth in Exhibit A. However, if a Container in the possession of a Service Recipient is lost, stolen, damaged, or destroyed through no fault of Company, the Service Recipient shall be responsible to compensate Company the fair market value for the replacement or repair of such Container. Service Recipients will be responsible for maintaining the cleanliness of Containers, although Service Recipients may request a Container exchange for the fee set forth in Exhibit A.

b. Collection Location, Frequency and Time.

i. Refuse shall be collected from the curbside one times (1x) per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 6:00 a.m. Collections shall be made of only the contents located within the refuse cart

ii. Recycling shall be collected from the Curbside one time (1x) per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 6:00AM. Collections shall be made of only the contents located within the recycling cart.

iii. Organic Waste shall be collected Curbside one time (1X) per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 6:00AM

iv. Valet Service will be made available to any resident with proof of disability. Resident can sign up for this service with the city, and the city must communicate that with the company and provide documentation of disability i.e., doctor's note, valid handicapped placards. The resident must place a city or company owned container with wheels in their driveway for valet service to take place.

v. Company shall provide complimentary commercial small container service at City-owned facilities at no additional charge. Facilities include but are not limited to:

1. Normandy City Hall
2. Normandy Public Works
3. Eighteen (18) city owned carts on Natural Bridge Road
4. Three (3) city owned bins in Hoelzel Park

vi. Company shall provide additional complimentary commercial small containers and service to address the ongoing needs of the City at City-owned facilities as needed.

c. Bulky Waste. Company will provide scheduled Bulky Waste pickup service to all Cart Service Recipients up to one time per week to include one (1) items per collection, at no additional charge

d. Contamination; Overage.

i. Overage. Company may opt to not collect Overage, unless caused by Company spillage of non-overloaded Containers during collection; in such event, the Customer may correct the Overage and request that Company return to service the container (an additional fee will apply). Alternatively, Company may collect the Container with Overage and invoice the Service Recipient an Overage Charge in the amount set forth in Exhibit A. In either case, the Company shall provide a Violation Notice where such

electronic contact information has been provided. If there have been more than three instances of Overage in any 12-month period for a particular service (i.e., Refuse, Recyclables, or Organic Waste), Company may increase the Customer's service level (i.e., larger Container or more frequent service) to mitigate the Overage, and may increase the charges to such Customer according to the increased service level.

ii. Overweight Containers. The Company may refuse to collect any Refuse, Recyclables, or Organic Waste Container which the Company reasonably believes to be overweight. A Container shall be considered "overweight" if the total weight of the Container and contents exceeds two times the volume Capacity of said Container (e.g., 192 pounds for a 96-gallon Cart). The Company shall provide notification to the Service Recipient regarding each instance of non-collection.

e. Disposal and Processing. Company shall dispose or arrange to dispose of the Refuse collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste. Company also shall Process or arrange to Process the Recyclables and Organic Waste collected under this Agreement only at Processing facilities that are licensed and permitted to process such materials.

f. Holiday Schedule. The following days shall be designated holidays on which the Collection Services shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a designated holiday falls on a regularly scheduled service day, Collection Services will be performed on the next weekday.

g. Bagster® Service. Company will, where commercially reasonable, make Bagster® service, consisting of collection of the Bagster® bag and processing/disposal, available to all Service Recipients purchasing a Bagster® bag and requesting collection. Bagster® service is intended as a service in addition to, and not as a substitution for, temporary bin or roll-off service.

h. Special Services. From time to time, Service Recipients may request performance of special services, where a rate is not provided in Exhibit A. Company shall make good faith efforts to provide the requested service at a reasonable rate negotiated with the Service Recipient.

i. Compliance with Laws. The Collection Services shall be performed in accordance with Applicable Law.



j. Personnel and Equipment. The Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles to complete the Collection Services in a safe and timely manner.

k. Supervision. Company shall provide competent supervision in charge of working crews at all times while providing the Collection Service.

l. Missed Pick-Ups and Complaints. All Refuse, Recyclables and Organic Waste Containers must be placed at the curb or other designated location and ready for pick-up before 6:00 a.m. on the collection day; any Containers not collected because they are not at the curb or other designated location on time shall not be considered a missed pick-up. All complaints as to Company's provision of the Collection Services, including alleged missed pick-ups, shall be given prompt and courteous attention. Company shall attempt to resolve all complaints promptly and shall cure all missed pick-ups that are not the result of *force majeure* events within one (1) week, conditions permitting.

m. New or Enhanced Diversion Programs. In the event any federal, state, or local law or regulation is adopted or becomes effective after the date of this Agreement which imposes upon City or Company a requirement for the implementation of any source separated program for the collection of any waste material not already covered by this Agreement, increases City's diversion requirement under Applicable Law, changes the methods for obtaining or measuring compliance with diversion requirements, or changes public education and outreach requirements, Company shall design and present a program to City to comply with such new laws or regulations. At such time as (if) any such changed services are implemented, Company and City shall meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth in Exhibit A in order to compensate Company for implementing said changed services.

n. Natural Disasters. Company will use commercially reasonable efforts to assist City at the City's request with emergency collection service in the event of major disaster, such as an earthquake, storm, riot or civil disturbance, by providing equipment and drivers based on negotiated services and rates between City and Company. City is not required to utilize the services of Company. In addition, where the disaster results in the loss of Service Recipient containers, Company shall replace the containers and City shall reimburse Company for the cost of replacement.

## **5. SERVICE RECIPIENT BILLING.**

a. Service Recipient Billing. The Company shall be responsible for all billing functions related to the Collection Services provided under this Agreement. All Single-Family Premises Service Recipients shall be billed no less than quarterly, and Multi-Family Complex Service Recipients shall be billed monthly. However, in the event of a billing error (e.g., Company provides services without billing), Company may bill Service Recipients up to one year after providing Collection Services. Owners of Single-Family Premises shall ultimately be liable for payment of Company invoices, regardless of whether Company initially bills the Dwelling Unit/tenant directly. Service Recipients may be billed prior to receiving the Collection Services, but the due date shall be no sooner than thirty (30) days from the date of the invoice. The Company may bill Service Recipients a late payment fee at Company's then-current rate, returned payment fees, reactivation and redelivery fee, as well as all costs associated with bad debt collection, as set forth in Exhibit A. Company may suspend or terminate service to Service Recipients that become more than sixty (60) days past due, and/or may place a lien upon the Service Recipient's property, in accordance with Applicable Law. If such Collection Service is reactivated, Company may charge an Auto Resume charge and/or may require a deposit from the Service Recipient, as set forth in Exhibit A. The City will provide reasonable assistance to Company regarding Company's billing and collection of amounts due from Service Recipients, which may include timely notification to Company of changes in Service Recipients (e.g., evictions, move-ins, and move-outs) and modification of municipal ordinances to ensure Service Recipient's adhere to the requirements of this Agreement.

**6. SERVICE RATES.**

a. Service Rate Schedule. Company shall provide the Collection Services for the rates set forth in Exhibit A (the "Rates"), as the same may be adjusted in accordance with this Section 6.

b. Extraordinary Adjustments. In addition to the annual adjustment provided by subsection (b) above, the Rates shall, upon written request of Company, be further adjusted to fully capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes:

1. Uncontrollable Circumstance (see Section 10);
2. Changes in Applicable Law that is effective after the Effective Date of this Agreement;
3. Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Collection Services;

4. Changes in baseline assumptions, such as changes in volumes collected and changes in the amount of container contamination;
5. Increase of at least 10% in the cost of transportation, including fuel and third-party transportation costs; or
6. Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Company.

If Company requests a Rate adjustment pursuant to this Section 6(c), it shall prepare a Rate adjustment request setting forth its calculations of the increased costs/lost revenue and accompanying adjustment to the Rates necessary to offset such increased costs/lost revenue. The City may request documentation and data reasonably necessary to evaluate such request by Company, and may retain, at its own expense, an independent third party to audit and review such documentation and request. If such third party is retained, the City shall take reasonable steps, consistent with Applicable Law, to protect the confidential or proprietary nature of any data or information supplied by Company. The City shall approve all properly calculated Rate adjustments within ninety (90) days of Company's request, and the adjusted rates shall be deemed to take effect as of the date of Company's request.

In addition, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the City shall approve the Rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to Service Recipients by the date the same are effective.

## **7. DEFAULT AND TERMINATION**

Except as otherwise provided in Section 10 (Force Majeure), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by written notice to the defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with

enforcement of this Agreement. Under no circumstances shall either Party be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

**8. INDEPENDENT CONTRACTOR**

Company shall perform the Collection Services as an independent contractor. Company, its officers, employees, agents, contractors, or subcontractors, are not and shall not be considered employees, agents, or servants of the City for any purpose whatsoever under this Agreement or otherwise. Company at all times shall have exclusive control of the performance of the Collection Services. Nothing in this Agreement shall be construed to give City any right or duty to supervise or control Company, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which Company shall perform its obligations under the Agreement.

**9. SUBCONTRACTORS**

Company shall not use subcontractors to perform the Collection Services described hereunder unless Company has obtained prior written approval from the City, which approval shall not be unreasonably delayed or withheld. In the event that written approval is obtained, Company shall remain liable to the City for the subcontractor's performance of the Collection Services as if they were being provided by Company itself.

**10. FORCE MAJEURE**

Except for the failure to make payment when due, neither party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a party.

**11. INDEMNIFICATION**

a. Company agrees to indemnify, defend, and hold City harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of

Company's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of Company, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

b. To the fullest extent permitted by law, City agrees to indemnify, defend, and hold Company harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of City's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of City, or any of its directors, officers, elected or appointed officials, employees, agents, or subcontractors, in the performance of this Agreement.

c. Notwithstanding any provision in this Agreement to the contrary, Company shall not be responsible for any damage to driving surfaces that is the result of ordinary wear and tear during the performance of the Collection Services.

d. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

## **12. INSURANCE**

Company shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

	<b><u>Type</u></b>	<b><u>Amount</u></b>
A.	Worker's Compensation	Statutory
B.	Employer's Liability	\$500,000
C.	Comprehensive General Liability	\$500,000 per occurrence \$1,000,000 aggregate
D.	Automobile Liability (owned and non-owned)	
	i. Bodily Injury	\$1,000,000 per occurrence
	ii. Property Damage Liability	\$500,000 per occurrence
E.	Excess/Umbrella	\$500,000 per occurrence

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Collection Services, Company shall deliver to City certificate(s) of insurance evidencing the required coverages. The certificate(s) shall provide that any change restricting or reducing

coverage, or the cancellation of any policies under which certificates are issued, shall not be valid unless at least 30 days' written notice of change or cancellation is provided.

**13. MISCELLANEOUS PROVISIONS**

a. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

b. This Agreement shall be construed in accordance with the law of the state in which the Collection Services are provided.

c. All written notification required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, overnight delivery by a nationally-recognized overnight delivery service, or by hand delivery to the Party's address below:

If to Company: WASTE MANAGEMENT OF MISSOURI, INC.  
7320 HALL STREET, SAINT LOUIS, MO 63147  
ATTN: JOSHUA JOHNSON

If to City: THE CITY OF NORMANDY MISSOURI  
7700 NATURAL BRIDGE ROAD, NORMANDY, MO 63121  
ATTN: MARK BECKMANN

d. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

e. In the event either Party successfully enforces its rights against the other hereunder, the other Party shall be required to pay the prevailing Party's attorneys' fees and court costs.

f. Company's rights and obligations under this Agreement may not be assigned without the prior written approval of the City, which shall not be withheld unreasonably nor required with respect to an assignment to an affiliate of Company.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date above.

**WASTE MANAGEMENT OF MISSOURI, INC.**

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

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

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

**THE CITY OF NORMANDY MISSOURI**

By: Mark Beckmann

Name: MARK BECKMANN

Title: MAYOR

**EXHIBIT A**  
**COMPANY RATES**

Base Service: Weekly Curbside Trash, and Recycling Services in City owned Containers. One bulk item per week, and Weekly Yard waste service of up to 6 resident owned containers or 12 paper bags or bundles. Valet Service available for any disabled resident with proof of disability.

Monthly Rate Schedule

Year 1: \$23.75

Year 2: \$25.99

Year 3: \$27.29

Optional Service 1: Additional Trash and Recycling Cart Rental

Year 1: \$3.00 Trash \$5.00 Recycling

Year 2: \$3.00 Trash \$5.00 Recycling

Year 3: \$3.00 Trash \$5.00 Recycling

Miscellaneous Fees and Charges

Late Payment Fee \$5.00

Bad Debt Collection/Reactivation Fee: \$35.00

Container Exchange Fee: \$25.00



## EXHIBIT B

### RECYCLABLES SPECIFICATIONS

**RECYCLABLES** must be dry, loose (not bagged) and include **ONLY** the following:

Aluminum cans – empty	Newspaper
PET bottles with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
	Uncoated printing, writing and office paper
Steel and tin cans – empty	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green – empty*	Magazines, glossy inserts and pamphlets

**NON-RECYCLABLES** include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics not listed above including but not limited to those with symbols #3*, #4*, #5, #6*, #7* and unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4” in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

\* These materials may be deemed Recyclables upon written consent of Company, which may be withdrawn upon notice to City if there is no commercially viable market.

#### **ADDITIONAL SPECIFICATIONS:**

Contained materials may not include Contamination or any Excluded Materials. Containers with Contamination or Excluded Materials may be delivered to the designated transfer or disposal facility for disposal. “Excluded Materials” means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous 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.

Company reserves the right, upon notice to City, to reclassify Recyclables as Non-Recyclables for such period of time that the cost process, transport and market such materials exceeds its then-current value.