

SOLID WASTE SERVICES AGREEMENT

THIS SOLID WASTE SERVICES AGREEMENT ("Agreement") is made this 31st day of May, 2024 (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 City of Bellefontaine Neighbors, 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 and meet the following criteria: (i) do not exceed four feet by four feet by two feet (4'x4'x2'); (ii) weigh no more than sixty (60) pounds and can be safely lifted by one person; (iii) do not include any Unacceptable Waste, automotive parts, tires, tree stumps, oil or gas, propane tanks, C&D Debris, or batteries; and (iv) are attributed to the normal activities of a Single-Family Premises. Such materials may include bundled or bagged Solid Waste, furniture, area and floor rugs properly prepared (cut and bundled), and small appliances. All liquids must be drained; no item may contain Freon. Mattresses and box springs must be wrapped in plastic or placed in a closed plastic bag for the health and safety of the WM collection personnel.

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 materials resulting from construction, remodeling, repair, or demolition operations on any Residential Premises. 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 non-Recyclables placed in Recyclables Containers or non-Organic Waste in Organic Waste Containers, or for arranging special, unscheduled collections due to placement of Solid Waste or Organic Waste in Recyclables Containers, or Solid Waste in Organic Waste Containers.

l. "CPI-U" means the Consumer Price Index, series CUUROOOOSEHG 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" attached hereto.

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 4(b)(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 of 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 five (5) years commencing on June 1st, 2024 (the "Commencement Date") and expiring May 31st, 2029, with automatic extensions of one (1) year each, unless either Party gives the other at least thirty (30) days advance written notice of the intention to terminate the Agreement at the end of the then-current term.

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 provide each Single-Family Premises with one 96-gallon Cart for Refuse, one 64-gallon Cart for Recyclables, and one 96-gallon Cart for Organic Waste [Additional Carts will be available for a fee as set forth in Exhibit "A".] Company shall provide each Multi-Family Complex with a number of Bins and/or Carts sufficient to contain Refuse, Recyclables, and Organic Waste generated by Dwelling Units therein, as determined by Company and the Service Recipient. Company will own all Containers provided to Service Recipients hereunder, unless purchased by Service Recipient, and Service Recipient shall empty and allow Company to retrieve all Company Containers at the termination or expiration of this Agreement.

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 provide temporary Bin service and Roll-off Container service to Residential Premises that request these services. Company shall deliver and collect temporary Bins or Roll-off Containers at the direction of the Service Recipient.

iv. 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". Service Recipients may not, itself or through a third party, mechanically compact materials placed in Company-provided Containers.

b. Collection Location, Frequency and Time.

i. Refuse shall be collected from the curbside (1 x) per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 7:00 a.m., and no later than 6:00 p.m. Refuse shall be collected from Multi-Family Complexes at a frequency and from locations determined by Company and the Service Recipient, but in no event less than once per week.

ii. Recyclables shall be collected from the curbside (Ix) per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 7:00 a.m., and no later than 6:00 p.m. Recyclables shall be collected from Multi-Family Complexes at a frequency and from locations determined by Company and the Service Recipient, but in no event less than once per week.

iii. Organic Waste shall be collected from the curbside (Ix) times per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 7:00 a.m. and no later than 6:00 p.m. Organic Waste shall be collected from Multi-Family Complexes at a frequency and from locations determined by Company and the Service Recipient, but in no event less than once per week.

iv. Bulky Waste. Company will provide scheduled Bulky Waste curbside pickup to all residential Service Recipients up to one (1) time per month at no additional charge. Additional pickups or additional items are subject to an additional fee as set forth in Exhibit A. Bulky Waste collections must be scheduled by the Service Recipient by telephone with Company's Service Center, or on Company's website at least forty-eight (48) hours in advance, and Company will provide a collection date. Items must be properly prepared and placed by the Service Recipient at the curb by 7:00 a.m. on the scheduled collection day.

c. Contamination; Overage.

1. Contamination.

i. First and Second Occurrences. Company shall service Containers with Contamination except where there is visible Unacceptable Waste. Company shall provide a Violation Notice, where such contact information has been provided.

ii. Third and Subsequent Occurrences. Company may opt to not collect Recyclables or Organic Waste Containers with Contamination; in such event, the Service Recipient may request the Container be collected as Refuse, and an additional fee will apply. Alternatively, Company may collect a Container with Contamination and invoice the Service Recipient a Contamination 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.

2. Overage. Company may opt to not collect Overage, unless caused by Company spillage of non-overloaded Containers during collection; in such event, the Service Recipient 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 Service Recipient's service level (i.e., larger Container or more frequent service) to mitigate the Overage, and may increase the charges to such Service Recipient according to the increased service level.

d. 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, Martin Luther King 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. Operations support and customer service are not required to be provided on Holidays.

g. Customer Services. All Service Recipient contacts and requests will be made through one of the Company's customer experience (CE) channels, which may include phone, chat, and contact back. Company shall have sufficient tools in place to handle the volume of

contacts experienced on a monthly average. Company's CE will offer an automated self-service guided flow or other technology as developed, to resolve most issues. If the matter cannot be resolved through the self-service options, the Company will provide a "contact back" option where the Company will respond to the customer. CE is generally closed on weekends and the following holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

h. Temporary Services. Company will have the exclusive right to collect, transport, dispose and Process C&D Debris and other Solid Waste from Residential Premises which is not collected as part of the recurring Refuse, Recyclables, or Organic Waste Collection Services hereunder. Such temporary services include (a) the delivery of Roll-Off Containers to the Residential Premises, and the collection and disposal or Processing of Solid Waste placed therein, and (b) on-call collection of Bulky Waste. Company will determine the terms of such services, and the Rates are set forth in Exhibit "A".

i. Bagster Service. Provided such services are offered by Company in an area including the City, Company will 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.

j. Special Services. From time to time, Service Recipients may request performance of special services, for which 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.

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

l. 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.

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

n. Missed Pick-Ups and Complaints. All Refuse, Recyclables, and Organic Waste Containers, as well as Bulky Waste scheduled for collection, 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 or Bulky Waste 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 Uncontrollable Circumstances within one (1) week, conditions permitting. Company shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of Uncontrollable Circumstances within one work day, conditions permitting.]

o. Public Outreach. Company acknowledges that education and public awareness are essential elements of efforts to achieve recycling goals. Accordingly, the Company and the City will implement a public education program to expand public and Service Recipient awareness concerning the necessity for methods of reducing, reusing, and recycling waste materials. The Company will cooperate fully with the City in this regard, provided that Company shall not be required to expend more than \$500 per contract year on these efforts, without obtaining additional compensation from the City.

The City shall have primary responsibility for developing, designing and executing overall public promotion, education and outreach programs, with the assistance and cooperation of the Company. The Company shall have primary responsibility for providing service-oriented information and outreach to Service Recipients and implementing ongoing recycling promotions, education and outreach programs, at the direction of the City.

The Company shall keep the public informed of programs and encourage participation through an electronic Annual Service Update. Once per calendar year, the Company shall provide an Annual Service Update for each service sector, the format, content and timeframe of which shall be subject to prior review and approval by the City, which will not be unnecessarily delayed or withheld. The Annual Service Update shall be transmitted to all Service Recipients by e-mail, or other electronic means and, at a minimum, shall include an informational brochure indicating Rates, all Collection Services available, Cart preparation and other service requirements, Holidays, contact information, inclement weather and other policies and other useful Service Recipient information.

The Company shall develop and periodically update and maintain sufficient quantities of new Service Recipient information materials, the format and content of which shall be subject to prior review and approval by the City, which shall not be unreasonably delayed (i.e., longer than two weeks) or withheld. Upon approval, materials shall be transmitted by mail, e-mail, or other electronic means to every new Service Recipient prior to the Service Recipient's first billing and shall, at a minimum, include a statement of applicable rules and service policies, Rates, services and preparation requirements, Holidays, collection day, Company Service Recipient service information and contact information. Materials shall be available in accessible and alternative language formats upon request.

p. 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. Before 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.

q. 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. 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. 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 may be 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 may be 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. If the ability to pay bills for Collection Service electronically is offered and Service Recipient chooses to remit payment electronically by debit or credit card, a pass-through convenience fee will apply.

b. City Code Enforcement Support - Each month, Company will compile a list of Service Recipients with invoices that are at least 60 days delinquent (the "Delinquent Resident List"), for the purpose of submitting such delinquent residents to the City's Office of Code Enforcement.

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. Energy Surcharge. All Rates are subject to an Energy Surcharge, which will be added to the Company invoices. The Energy Surcharge is calculated by Company and published at <https://www.wm.com/content/dam/wm/assets/legal/charge-tables/historical-energy-rcharge.pdf>. Energy Surcharge amounts will be calculated at the time of invoicing based on current applicable percentages.

c. Annual Adjustment to Rates. Commencing on the date which is one (1) year after the Commencement Date, and on the same date annually thereafter (the "Adjustment Date"), the Base Rates shall be adjusted to the new rates as set forth in Exhibit "A" (the "Rates"). The ancillary service fees set forth in Exhibit A shall also be adjusted annually on the Adjustment Date, by the same percentage change as the base rate. In the event that option years are exercised by both parties, the Annual rate and related ancillary fee rates will adjust based upon the change by an amount the then-current Rates multiplied by one hundred percent (100%) of the percentage change of the average Consumer Price Index, series CUUROOOSEHG 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 ("CPI-U") from the 12-month period ending the next previous May.

d. 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 in the cost of transportation, including fuel and third-party transportation costs, as determined by reference to the Energy Information Administration of the U.S. Department of Energy's ("EIA/DOE") Weekly Retail on Highway Diesel Prices for the U.S.
6. Changes in the cost of labor as determined by the U.S. Bureau of Labor Standards, Employment Cost Index CIU201000052000001, Total compensation, Private industry, Transportation and material moving, Collective Bargaining Agreement or Actual Labor and Benefits Increases (or an equivalent).

7. Changes in the cost of equipment as determined by the U.S. Bureau of Labor Standards, Producer Price Index, PCU336120336120, Heavy duty truck manufacturing and costs arising from supply chain impacts (or an equivalent).

8. 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.

e. Bad Debt Adjustment. Company shall make reasonable efforts to obtain payment from delinquent accounts through such measures as issuance of late payment notices, telephone requests for payment, and assistance from collection agencies. However, if the average bad debt ratio exceeds 1.5% for the twelve-month period ending the prior to the Adjustment Date, then on the next Adjustment Date there shall be a separate adjustment to Rates to compensate Company for the amount of bad debt exceeding such 1.5% bad debt ratio.

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) thirty (30) days from the receipt of the notice to cure any default under this Agreement; provided,

however, if the particular default is not reasonably capable of being cured within 30 days, then the defaulting Party will have such number of days to cure as is reasonable under the circumstances. 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 non-appropriation by the City, this Agreement shall be terminated immediately. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, nor shall termination of this Agreement by a party be with prejudice to any other right or remedy of such party under this Agreement or applicable law. 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 or epidemics, industry-wide labor or equipment shortages, 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. Nothing in this Agreement shall constitute or be considered a waiver of the City's sovereign immunity.

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:

<u>Type</u>	<u>Amount</u>
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 require at least ten days' notice to the City before cancellation of any such Company policy.

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: WM - St. Louis Metro 7320 Hall
Street, St. Louis, MO 63147
Attn: Todd Hinderliter

If to City: City of Bellefontaine Neighbors — City Hall
9641 Bellefontaine Road, Bellefontaine Neighbors, MO 63137
Attn: City Clerk — Semmie Ruffin-Hall

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.

g. This Agreement shall be subject to annual appropriation of funds by the City, in the City's sole discretion, in accordance with its normal funding practices. In the event funds are not available in full or in part for the payments hereunder, in the City's sole discretion, this Agreement may be terminated in accordance with the termination provisions herein.

h. To the extent it is required, Company shall comply with Missouri Revised Statutes §285.530. Pursuant to Missouri Revised Statutes §285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public entity must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the City (to the extent allowed by E-Verify) as set out in ATTACHMENT A. Compliance with this provision requires completion of ATTACHMENT B.

[SIGNATURES ON FOLLOWING PAGE]

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

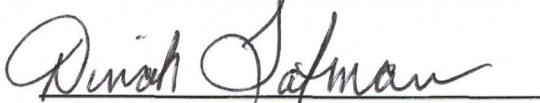
WASTE MANAGEMENT OF MISSOURI, INC.

By: 

Name: Elaine Maheras/Director of Sales

Title: 6/13/2024

CITY OF BELLEFONTAINE NEIGHBORS

By: 

Name: Dinah L. Tatman

Title: Mayor

EXHIBIT A

COMPANY RATES

City of Bellefontaine standard service rates, 06/01/2024 through 05/31/2029

- Year 1 - \$32.77 (Pricing includes weekly removal of waste, recycle, and seasonal yard waste)
- Year 2 - \$34.58 (Pricing includes weekly removal of waste, recycle, and seasonal yard waste)
- Year 3 - \$36.48 (Pricing includes weekly removal of waste, recycle, and seasonal yard waste)
- Year 4 - \$38.95 (Pricing includes weekly removal of waste, recycle, and seasonal yard waste)
- Year 5 - \$40.60 (Pricing includes weekly removal of waste, recycle, and seasonal yard waste)
- Auto-renewal rate after 5th year will be set by an amount of the then-current Rate, multiplied by one hundred percent (100%) of the percentage change of the average Consumer Price Index, series CUUROOOOSEHG 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 ("CPI-U")
- Senior Citizens Discount (Age 62) is a 10% discount off listed rate for each year

Ancillary Fees

- Additional Containers:
 - Monthly fee for each additional residential solid waste, recycle, or yard waste container requested \$4.00 per month (per container)
 - Container Exchange/Replacement:
 - Company will replace containers damaged during service and through regular "wear and tear" at no charge.
 - Containers lost, stolen, or damaged by other sources will require a \$90.00 fee for replacement, inclusive of delivery
 - Container exchange fee: \$30.00
- Bad Debt Collection/Reactivation and Replacement Fees:
 - Late or returned payment fee: 2.5% of past due total, or \$5.00, whichever is greater
 - Auto-Resume Fee: \$25.00 (Customer gets current on a late bill and service resumes)
 - Reactivation Fee: \$25.00 (Customer restarts after suspension or termination of service and removal of container)

- Container re-delivery fee: \$30.00 (Re-delivering a container that was removed due to suspension or termination of service for non-payment)

- Other Fees:
 - Recycling Contamination Fee: \$5.00 per incident
 - Waste Overage Fee: \$5.00 per incident
 - Appliance Pickup Fee: \$35.00 per pickup
 - Additional Bulk Pickup Fee: \$25.00 per item (Each resident is allowed 1 free bulk pick up per month, this charge is for any additional request within a calendar month)
 - Pass Through Convenience Fee for Paying Invoice by Credit Card: \$1.99 per transaction

Please note that Ancillary Fees are subject to an annual adjustment equal to the annual percentage change in the base rate each year on the Adjustment Date. The Pass-Through Convenience Fee rate for credit card payments is established by WM's third-party credit card processor and may be adjusted 1x per year to reflect the cost to provide this service as a direct pass-through.

EXHIBIT B SINGLE STREAM SPECIFICATIONS

RECYCLABLE MATERIALS must be dry, loose (not bagged unshredded, empty), and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 — with screw tops only	Mail
HOPE plastic bottles and containers with the symbol #2 (milk jugs, detergent containers, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes), paper cups
PP plastic bottles and containers with symbol # 5 (ex. yogurt containers, syrup bottles)	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated) (ex. moving boxes, pizza boxes)
Glass food and beverage containers — any color	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
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates and cups	Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils
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, and paper cups
Any Recyclables less than 4" in size in any dimension	Propane tanks, fuel canisters
Batteries	

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials.

Recyclable Materials specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of, 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, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment, or any 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 or other waste not approved in writing by Company (collectively, "Excluded Materials").

EXHIBIT C
ADDITIONAL AND UNBILLED MONTHLY SERVICES

- City will receive \$500.00 annually for Community Events
- Free solid waste and recyclable collection services at all City owned facilities, which will include providing of one 2-cubic yard container (or larger) at locations agreed to by both parties, and servicing of said containers will be "upon notification" by the City
- Up to three (3) 40-yard containers annually for city sponsored events at no charge
- One (1) free bulk pickup per resident per month
- Direct Bill/Invoice messaging

EXHIBIT D
BULKY WASTE SERVICES

- Bulky Waste is defined in Section I (d) of the Agreement. Examples may include the following, provided they meet the above size limitations:
 - Childrens toys, such as big wheels, bicycles, and doll houses
 - Household furniture such as chairs, small dressers, nightstands, small tables, bed frames, sectionals (each section counts as a Bulk Waste item)
 - Housing fixtures ○ Miscellaneous household items, such as infant/toddler car seats, small BBQ grills (no propane tank), lawnmowers (no gasoline), wheelbarrows, and vacuum cleaners
 - Carpet, padding, and rugs (Cut and rolled/bundled into 4 ft sections. Up to 4 carpet and 4 padding bundled rolls will be counted as one (1) free bulk item for the month.)
 - Mattresses and box springs (Must be wrapped in plastic or placed in closed plastic bags for driver health and safety) ○ Bulk items not to exceed 501bs per item so that they may be handled by one (1) driver
- Below are examples of non-acceptable items (this list is meant to be examples, and not all inclusive):
 - Automotive Parts ○ Tires ○ Batteries
 - Propane Tanks ○ Tree Stumps ○ Glass panes and mirrors
 - Construction and Demolition materials such as concrete, rocks, bricks, and demolition material (Small quantities of wood or drywall are acceptable, but not C&D debris from major renovations or third-party contractors)
 - Hazardous and liquid waste: oil, gas, propane and liquid paint
- Scheduling: Residents need to pre-schedule Bulky Waste collections online through their My WM account at wm.com at least 48 hours in advance.
- Collection Frequency: Each resident will receive one (1) bulk collection item per month free of charge.
- All Bulky Waste items need to be properly prepared and set out within three (3) feet of the curb or paved surface of the roadway, or other location agreed to by Contractor and Customer, which will provide safe and efficient accessibility to Contractor's collection crew and vehicle.
- Note: Appliances (AKA White Goods) may not contain freon gas. The fee to pick-up large appliances (e.g., Stove, dish washer, clothes washer or dryer, etc. . .) is \$35 per unit. Refrigerators and freezers should have the doors removed prior to pick-up to prevent entrapment.

ATTACHMENT A

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM

Pursuant to Missouri Revised Statute §285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted Services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the Services being provided, or to be provided, to the District.

Accordingly, you:

- a) agree to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of your contract with the District;
- b) affirm you are enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the Services being provided (to the extent allowed by E-Verify), or to be provided, by you to the District;
- c) affirm that you are not knowingly employing any person who is an unauthorized alien in connection with the Services being provided, or to be provided, by you to the District;
- d) affirm you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute §285.530, or any regulations issued thereto;
- e) agree to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of your contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;

f) agree to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute §285.530; and

g) agree that any failure by you to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

ATTACHMENT B
FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by _____ and have authority to issue this affidavit.

3. I am enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to any employees working in connection with the services I am providing to, or will provide to, the District, to the extent allowed by E-Verify.

4. I do not knowingly employ any person who is an unauthorized alien in connection with the services I am providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For: _____ (company name)

Title: _____

Subscribed and sworn to before me on this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires: