

BILL NO. 1373

ORDINANCE NO. 1338

AN ORDINANCE OF THE CITY OF TROY, MISSOURI REGARDING APPROVAL OF SOLID WASTE AGREEMENT WITH MERIDIAN WASTE MISSOURI, LLC

WHEREAS, the City of Troy, Missouri has accepted a bid for trash services for the residents of the City of Troy, Missouri with Meridian Waste Missouri, LLC;

WHEREAS, under the accepted bid, the City of Troy, Missouri and Meridian Waste Missouri, LLC have the necessity to enter into a Solid Waste Agreement for such services;

WHEREAS, the term of such Agreement is beginning July 1, 2023, and it expires June 30, 2026, with a two year extension term;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF TROY, MISSOURI AS FOLLOWS:

SECTION 1: Acceptance and Authority to Execute Solid Waste Agreement: The Mayor is hereby authorized to enter into, and the City Clerk is hereby authorized to attest the Mayor's signature on the Solid Waste Agreement between the City of Troy, Missouri, and Meridian Waste Missouri, LLC. The Solid Waste Agreement which shall be executed is in the same form and format as set forth in **Exhibit "1"** which is attached hereto and is incorporated herein by reference.

SECTION 2: Conflicts: All ordinances or parts of ordinances in conflict herewith are hereby repealed, but shall otherwise remain in full force and effect.

SECTION 3: Severability Clause: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 4: Effective Date: This Ordinance shall be in full force and effect after its passage and approval as provided by law.

PASSED AND APPROVED THIS 6th DAY OF June, 2023.

ATTEST:



Tonya Hawkins, City Clerk

1st Reading:

2nd Reading:



Mayor Ron Sconce, City of Troy

EXHIBIT "1"
SOLID WASTE AGREEMENT
BETWEEN
CITY OF TROY, MISSOURI
AND
MERIDIAN WASTE MISSOURI, LLC
ATTACHED HERETO ON NONSEQUENTIAL PAGINATION

SOLID WASTE AGREEMENT

This Contract is hereby made and entered into as of this 15th day of May 2023 (the "Effective Date"), between the City of Troy, Missouri, a fourth class city in the State of Missouri, and Meridian Waste Missouri, LLC, a Missouri limited liability company (hereinafter referred to as "Contractor").

WITNESSETH

WHEREAS, it is necessary for City of Troy (hereinafter referred to as "City") to promote, preserve and protect the public health of its citizens; and

WHEREAS, City has the authority to determine the manner of collection and disposal of solid waste and recycling generated by residents of the City, and to enter into contracts for such purposes; and

WHEREAS, the granting of this exclusive Contract to a private corporation for the Collection Services as contemplated herein is a valid function of the City; and

WHEREAS, the City and Contractor are desirous of entering into this Contract, under the terms of which Contractor shall have an exclusive Contract for residential waste collection and recycling in the Service Area designated herein for a specified period of time for the Collection Services contemplated hereby; and

WHEREAS, it is deemed to be in the best interest of the City and the residents of the City for the City to enter into the Contract with Contractor in order to ensure high quality services by Contractor to the City within the designated Service Area at reasonable rates to City residents; and

WHEREAS, the City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste and recycling collection and disposal services as herein set out, and for the compensation as hereinafter provided.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor agree as follows:

1.0 TERM: The Term of this Contract, as defined herein, shall be for the period beginning July 1, 2023 and expiring on June 30, 2026 (the "Initial Term"). The Initial Term may be extended for additional two years terms by vote of the City Board of Aldermen. The terms and conditions of this Contract during any Renewal Term shall be upon the same terms, conditions and fees as set forth herein and fees in accordance with 4.41 Rate Adjustments, unless agreed to otherwise in writing by both parties in an amendment to this Contract. Notwithstanding the foregoing, this Contract may be

terminated during the Initial Term or Renewal Term pursuant to the provisions in this agreement.

2.0 DEFINITIONS: To the extent the definitions contained herein conflict with similar definitions contained in any federal, state or local law, such law shall prevail. However, nothing contained herein shall be interpreted to require the Contractor to undertake any conduct which is contrary to federal, state or local law.

2.1 Acceptable Residential Municipal Solid Waste shall mean any Residential Municipal Solid Waste, excluding sanitary waste in septic tanks and Unacceptable Waste.

2.2 Base Collection Services shall mean those Collection Services of MSW, Recycling, Yard Waste and Bulk.

2.3 Bulky Waste shall mean discarded items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, and therefore or otherwise too large to be collected within an empty Residential Municipal Solid Waste Storage Cart, including but not limited to items such as toilets, sinks, mattresses and box springs, indoor/outdoor furniture, , large toys, bicycles, , and other similar items.

2.4 Collect or Collection shall mean to remove Residential Municipal Solid Waste, Recycling, Yard Waste or Bulky Waste for transport elsewhere, or cause such to be done.

2.5 Collection Services shall mean the Collection, from a Service Unit, of Residential Municipal Solid Waste, Recycling, Yard Waste, and Bulky Waste, including related transportation, transfer, processing and/or disposal. Collection Services shall not include commercial or industrial solid waste, recycling, yard waste, and bulky waste, including related transportation, transfer, processing and/or disposal.

2.6 Collection Vehicle shall mean every device in, upon, or by which any Person or property is or may be transported or drawn for the purposes of performing the Collection Services.

2.7 Contract shall mean this Contract between the City and Contractor.

2.8 Contract Year shall mean July 1 through June 30 of each calendar year.

2.9 Contractor shall mean Meridian Waste Missouri, LLC.

2.10 City shall mean the City of Troy, Missouri.

2.11 Day shall mean calendar day.

2.12 Default shall mean a breach of this Contract by the Contractor or the City, which breach is not cured within the applicable cure period allowed herein.

2.13 Designated Collection Location shall mean where the edge of the Collection Cart, Recycling Container, Yard Waste and Bulky Waste is placed within three (3) feet of the curb, paved surface of the public road, closest accessible public right-of-way, and three (3) feet away from any standing object including mailboxes, vehicles, and any other waste containers, or other such location agreed to by the Contractor that will provide a safe and efficient accessibility to the Contractor's collection crew and Collection Vehicle. For purposes of this Contract, public road or public right-of-way means a road owned and maintained by the State, City, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the Collection Vehicle.

2.14 Disabled Person shall mean an Owner of a Service Unit who is disabled to the extent that he or she is incapable of placing his or her Residential Municipal Solid Waste, Yard Waste or Bulky Waste within the Designated Residential Collection Location for Collection by the Residential Service Provider, such that he or she shall be provided with Non-Curbside Collection so long as he or she obtains a City-issued certificate certifying such disability, provides the City-issued certificate to the Contractor and no other able-bodied individual resides within the residential unit. Disabled Person shall include an Owner of a Service Unit with a temporary disability not to exceed 90 days.

2.15 Disposal shall mean dumping or depositing of Solid Waste into or onto a Disposal Facility so that the waste or any constituent thereof is introduced into the environment.

2.16 Disposal Facility shall mean a sanitary landfill or other solid waste disposal facility permitted by the Missouri Department of Natural Resources, Environmental Protection Division and/or other applicable regulatory agency with jurisdiction and utilized for the receipt or final disposition of solid waste generated within any Service Area.

2.17 Duplex shall mean a building designed exclusively for residential occupancy by two Families.

2.18 Environmental Protection Agency (EPA) shall mean the United States Environmental Protection Agency, or any duly authorized official of said Agency.

2.19 Facility shall mean all contiguous land and structures, other appurtenances, and improvements on the land used for the storage, Processing, or Disposal of Solid Waste.

2.20 Family shall mean an individual or group of persons occupying a single dwelling unit.

2.21 Hazardous Waste shall mean any solid waste which has been defined as hazardous waste in regulations promulgated by the United States Environmental Protection Agency or under the Missouri Hazardous Waste Management Act.

2.22 Holiday shall mean New Year's Day, Memorial Day, July 4th, Labor Day Thanksgiving Day, and/or Christmas Day.

2.23 Key Personnel shall mean managers, supervisors, or similar personnel responsible for oversight and supervision of other personnel, services and/or equipment maintenance.

2.24 Mobile Home shall mean a mobile or manufactured home receiving residential-type waste collection.

2.25 Multi-Family Dwelling shall mean a building designed exclusively for residential occupancy by more than one Family, except for Duplex, Triplex, and Quadraplex units.

2.26 Municipal Solid Waste (MSW) shall mean any solid waste derived from households or certain Commercial establishments including garbage, trash, and sanitary waste in septic tanks and means solid waste from single-family and multi-family dwellings, Duplexes, Triplexes, Quadraplexes, hotels and motels, bunkhouses, campgrounds, picnic grounds, and day use recreation areas. The does not include Construction and Demolition Waste and Solid Waste from mining, agricultural, or silvicultural operations or industrial processes or operations.

2.27 New Customer shall mean any Owner of a newly constructed Service Unit.

2.28 Non-Curbside Collection shall mean Collection of MSW outside of the Designated Residential Collection Location, according to the reasonable rules established by the Contractor. Recycling, Yard waste, Bulk and White Goods shall not qualify for Non-Curbside Collections.

2.29 Owner shall mean any person, firm, corporation or other entity owning, leasing, renting, occupying, or managing any premises within the Service Area.

2.30 Person shall mean the State of Missouri or any other state or any agency or institution thereof and any municipality, City, political subdivision, public or private corporation, solid waste authority, special district empowered to engage in solid waste management activities, individual, partnership, association, or other entity in Missouri or any other state. This term also includes any officer or governing or managing body of any municipality, political subdivision, solid waste authority, special district empowered to engage in solid waste management activities, or public or private corporation in Missouri or any other state. This term also includes employees, departments, and agencies of the federal government.

2.31 Plan shall mean the Solid Waste Management Plan developed for the City of Troy.

2.32 Putrescible Waste shall mean wastes that are capable of being quickly decomposed by microorganisms. Examples of putrescible waste include but are not necessarily limited to kitchen wastes, animal manure, offal, hatchery and poultry processing plant wastes, dead animals, garbage and wastes which are contaminated by such wastes. Putrescible Waste does not include Unacceptable Waste.

2.33 Quadraplex shall mean a building designed exclusively for residential occupancy by four Families.

2.34 Residential Municipal Solid Waste shall mean Municipal Solid Waste discarded by Single-Family Dwellings, Duplexes, apartments, condos, townhomes, Triplexes, Quadraplexes, or Mobile Homes.

2.35 Residential Municipal Solid Waste Collection Services shall mean the Contractor's Collection, Processing and Disposal of Residential Municipal Solid Waste, in accordance with the terms of this Contract.

2.36 Residential Municipal Solid Waste Storage Cart shall mean a leak-proof container with attached lid that will allow the automated or semi-automated collection of Residential Municipal Solid Waste.

2.37 Residential Service Provider shall mean Contractor.

2.38 Senior Citizens: For purposes of being granted the Senior Citizen rate, all residents within a single residential unit shall be aged 62 or older years of age.

2.39 Service Fee shall mean the monthly amount paid to the Contractor to provide Base Collection Services to a Service Unit.

2.40 Service Unit shall mean each unit or units within the following that set out their Residential Municipal Solid Waste in single-family residential-type storage containers and/or Residential Municipal Solid Waste Storage Carts: Single-Family Dwellings; Duplexes or two-unit Multi Family dwellings; Triplexes or three-unit Multi-Family dwellings; Quadraplexes or four unit Multi-Family dwellings; and Mobile Homes. Service unit shall not include any Multi-Family Dwellings (including condominium or townhome developments) of 5 units or more currently using commercial solid waste hauling services. This excludes multi-Family dwellings serviced utilizing commercial frontload or compactor containers.

2.41 Single-Family Dwelling shall mean a building designed exclusively for residential occupancy by one Family.

2.42 Solid Waste shall mean any garbage or refuse; sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility; and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities, but does not include Unacceptable Waste; recovered materials; solid or dissolved materials in domestic sewage; solid or dissolved materials in irrigation return flows or industrial discharges that are point sources subject to permit under 33 U.S.C. Section 1342; or source, special nuclear, or by-product material as defined by the federal Atomic Energy Act of 1954, as amended (68 Stat. 923).

2.43 State shall mean the State of Missouri.

2.44 Term when referring to the term of the Contract shall have the meaning set forth in section 1 above.

2.45 Unacceptable Waste shall mean Hazardous Waste, Biomedical Waste, Tires, paints, paint solvents, Treated Wood, unemptied aerosol cans, C&D Waste, compressed gas cylinders, large automobile or truck parts, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, any yard waste including large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs., firearms, as well as any and all waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees.

2.46 Unanticipated Events shall mean severe weather events such as hurricanes, tornadoes, floods, ice storms or hail, snowstorms, high winds exceeding 40 mph and other disasters such as fires, which may generate unexpected Municipal Solid Waste quantities.

2.47 Uncontrollable Circumstances includes Unanticipated Events, and shall mean any act, event or condition (excluding those which result from the willful or negligent action or inaction of a party) occurring during the term that has, or may reasonably be expected to have, a material and adverse effect on a right or an obligation of either or both parties to this Contract, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing under this Contract. Uncontrollable Circumstances shall include, but are not limited to, the following: an act of God, landslide, lightning, earthquake, fire, explosion, flood, ice storm, pandemic/epidemic, nuclear radiation, acts of a public enemy or terrorist, war, blockade, insurrection, riot or civil disturbance. Uncontrollable Circumstances shall not include reasonably anticipated weather conditions for the geographic area of the City, insolvency or inability to pay any amount, or inability to obtain any letter of credit, surety bond, payment or performance bond or any other security required by this Contract.

2.48 Week shall mean a calendar week from Sunday through Saturday.

2.49 White Goods, with a weight limit safe for two people to lift, shall mean household appliances such as refrigerators, stoves, washers, dryers, water heaters and other large enameled appliances, which do not contain PCB or CFC units and have been officially certified to that effect, and in the case of freezers and refrigerators, which have had the doors removed.

3. SCOPE OF SERVICES TO BE PROVIDED BY CONTRACTOR

3.1 Services to be provided by Contractor during Term of this Contract, Contractor shall provide the Collection Services in accordance with the terms of this Contract, and the right to provide the Collection Services in the designated Service Area. Such rights shall be exclusive to the Contractor and no other person or entity except the Contractor may offer or provide the Collection Services in the designated Service Area. The City

further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of the Collection Services in the designated Service Area as contemplated hereby during the Term hereof. Non-Curbside Collection must also be offered to Disabled Persons requesting such service; provided however, Non-curbside Collection is available only if all adult persons residing in the Service Unit are also Disabled Persons whom have obtained a physician's certificates certifying such disability. Non-Curbside Collection is not available for Recycling, Yard Waste, Bulky Waste, and/or White Goods. Collection of Residential Municipal Solid Waste shall be mandatory for all Service Units in the designated Service Area and such Service Units shall be required by the City to use the Collection Services offered by Contractor. This excludes multi-family dwellings serviced utilizing commercial frontload or compactor containers. Accordingly, the Contractor shall provide Collection Services within this Service Area as described below:

3.1.1 Residential Municipal Solid Waste Collection. The Contractor will provide once per week Collection of Residential Municipal Solid Waste from a Residential Municipal Solid Waste Storage Cart. Contractor shall not be deemed to be in default of this Contract in the event the Service Unit does not timely place for Collection such Residential Municipal Solid Waste Storage Cart in the Designated Collection Location. All MSW materials must be contained within the cart with the lid fully closed.

3.1.2 Residential Recycling Collection. The Contractor will provide weekly Collection of properly prepared and non-contaminated Residential Recyclables from a Residential Recycling Storage Cart. Contractor shall not be deemed to be in default of this Contract in the event the Service Unit does not timely place for Collection such Residential Recycling Storage Cart in the Designated Collection Location. Meridian Waste reserves to exclude glass from the recycling stream if the local processor(s) demand higher processing fees or do not accept the material. The City understands the volatility of the recycling commodities markets and will not unreasonably withhold recycling processing rate increases or modifications to the recycling program to adjust for changes in the marketplace. The City reserves the right to suspend or adapt the recycling service if costs become too prohibitive. All recyclable materials must be contained within the cart with the lid fully closed. Current recyclable materials to be collected include: Plastics labeled #'s 1, 2, 3, 5 and 7); aluminum and steel cans, mixed paper (newspaper, magazines, junk mails, office paper, etc.); tissue boxes, cereal boxes and other clean fiberboard items; and corrugated cardboard(flattened). Items must be clean. With non-paper items rinsed. Spoiled or food-contaminated items (like greasy pizza boxes) should be placed within the garbage/MSW cart.

3.1.3 Residential Yard Waste Collection. The Contractor will provide weekly Collection of properly prepared Residential Yard Waste from a Residential Unit's Curb. Residents may rent a cart from Contractor or utilize paper lawn/leaf yard waste bags provided by the customer or customer containers meeting Contractor approved specifications for yard waste materials on which an approved decal is affixed. Materials accepted include: leaves, grass, limbs and branches. Limbs and branches must be securely bundled with twine, up to six (6) inches in diameter and up to four (4) feet in length. Bundles should be no more than eighteen (18) inches in diameter and weigh no more than fifty (50) pounds. Quantity

allowed per week includes a total of ten (10) lawn/leaf bags or yard waste bundles as well as the contents of one rented cart (if applicable) with the lid fully shut. All yard waste must be fully contained with the bundles, bags or cart. Contractor shall not be deemed to be in default of this Contract in the event the Service Unit does not timely place for Collection such Residential Yard Waste in the Designated Collection Location.

3.1.4 Bulky Waste / White Goods Collection. The Contractor will provide on-call once weekly Collection of Bulky Waste of one item per household March – November and once monthly Collection of Bulky Waste of up to two item per household December - February from the Designated Collection Location of the Service Unit that generated the Bulky Waste. The Contractor will provide on-call Collection of White Goods from the Designated Collection Location of the Service Unit. The on-call White Goods collection shall be at the rate designated in Exhibit A. Contractor shall not be deemed to be in default of this Contract in the event the Service Unit does not timely place for Collection such Bulky Waste / White Goods in the Designated Collection Location. Residents must call in advance and schedule the collection of Bulky Waste and/or White Goods.

3.2.1 Municipal Solid Waste Storage Carts. Contractor will provide each Service Unit with one Residential Municipal Solid Waste Storage Carts ("Cart"). Contractor shall deliver the approximately 95-gallon Cart for MSW. These Carts may be new, or if in good working condition and clean, may be refurbished. The Contractor shall maintain ownership of the Cart throughout the term of the contract. Additional carts may be rented for excess MSW at the rate indicated in Exhibit A. Fees will apply for additional cart deliveries and swap outs of carts as outlined in Exhibit A.

3.2.2 Recycling Storage Cart. Contractor will provide each Service Unit with one Residential Municipal Solid Waste Storage Carts ("Cart"). Contractor shall deliver the approximately 65-gallon Cart for recyclables storage. These Carts may be new, or if in good working condition and clean, may be refurbished. The Contractor shall maintain ownership of the Cart throughout the term of the contract. Additional carts may be rented for excess recyclable materials at the rate indicated in Exhibit A. Fees will apply for additional cart deliveries and swap outs of carts as outlined in Exhibit A.

3.2.3. Services to the City facilities: The vendor shall provide service for City facilities as indicated in Exhibit B for no additional fee to the City.

4. FEES AND PAYMENTS FOR SERVICES

4.1.1 The Service Fee includes Residential Recycling, MSW, Yard Waste, White Goods and Bulk collections. Service fees will be collected monthly by the City. After receipt of a monthly invoice from Contractor, the City will pay the Service Fees collected by the City to Contractor. All fees are attached to this agreement and labeled Exhibit A.

4.2.1 The number of Service Units shall mean the total residential dwellings receiving the Service.

4.3.1 Service Fee Payment. No later than the tenth day of each calendar month, the City shall pay to the Contractor the amounts set forth in the Statement of Service Fees in accordance with this section. Within thirty (30) days of receipt of the Statement of Service Fees issued by the Contractor, the City shall notify the Contractor of any dispute it may have with respect to the Contractor's Statement of Service Fees.

4.4.1 Rate Adjustments. The rate shall be adjusted as per the schedule of fees outlined in Exhibit A. Upon renewal of the first Term of the Contract and for the years that follow June 30, 2028, rates shall be subject to negotiation between the City and the Contractor.

5. RESERVED

6. CONTRACTOR/CITY RESPONSIBILITIES

6.1.1 Initiation of Service: Contractor will only be responsible for initiating Base Collection Services for a New Customer and only upon receiving notice from the Owner with written confirmation from the City, or the City that the Service Unit has become occupied.

6.1.2 The Contractor shall be responsible for collection of all base services, fielding complaints, delivering carts to new occupants, and detailed monthly reported to consist of mutual consented items by both Parties.

6.1.3 The Contractor shall provide at the beginning of the contract and to any new occupants of a residential unit collection guidelines outlining the garbage, recycling, yard waste, bulk waste and white goods collection schedule and placement of items including contact information for the Contractor.

6.1.4 City Responsibilities. The City will be responsible for billing and collecting the Service Fee and transmitting that to the contractor for all Base Collection Services from existing Service Units and New Customers As compensation for this service, Contractor shall provide a monthly discount of 4.5% to the City which shall be deducted from the monthly payment to Contractor, and Contractor shall reflect such discount on its Service Fee billing set forth in Section 4.

6.1.5 Service Referrals: The City will be responsible for referring to Contractor any Service Unit service requests and/or complaints of which the City becomes aware that are not reported directly to the Contractor.

6.1.6 Monitoring Contractor Compliance:

The City is responsible for monitoring Contractor compliance with all provisions of this Contract, including complaint resolution. The City may, from time to time, audit the Contractor with respect to this Contract and the work performed hereunder, to assure all work is being completed in a timely manner.

7. SCHEDULE OF COLLECTION

7.1 Hours of Collection: All Collection must be performed between the hours of 6am and 7pm during the Contract Year, Monday through Friday (or Monday through Saturday during a Holiday week). Contractor may request that the City grant a variance to these normal hours of operations when special or unforeseen incidents occur. The City shall not unreasonably deny such a request.

7.2 Holidays: The Contractor shall not be required to perform Collection Services or maintain office hours on Holidays. The collections that would have been made on a Holiday will be made the day following their normal collection day.

8. LITTER AND SPILLAGE

8.1.1 The Contractor shall not litter or cause any spillage to occur upon the premises, roadway or the right-of-way wherein the collection shall occur. During hauling, all Residential Municipal Solid Waste, Yard Trimmings, or Bulky Waste, shall be contained, tied, or enclosed so that leaking, spilling and blowing is prevented. If any Residential Municipal Solid Waste, Yard Waste and Bulky Waste that are spilled during Collection, or any spillage or leakage occurs, including but not limited to, spillage or leakage of hydraulic and other fluids from the Collection Vehicle or materials such as paint the Contractor shall promptly cleanup all spilled materials. Each Collection Vehicle shall carry all necessary equipment, including a broom and shovel, at all times for this purpose.

9. DESIGNATED DISPOSAL AND PROCESSING LOCATIONS

9.1 Residential Municipal Solid Waste: All Residential Municipal Solid Waste Collected by the Contractor shall be delivered to a Disposal Facility and billed to the Contractor's account.

9.2 Recycling Materials: All non-contaminated recyclables collected by the Contractor shall be delivered to a permitted Processing Facility determined by the Contractor. Recyclables that are deemed contaminated by the Contractor shall be delivered to a permitted Disposal Facility determined by the Contractor.

9.3 Yard Waste: All Yard Waste collected may be delivered to the City of Troy Yard Waste Facility at no cost to the Contractor. To the extent that the City facility is no longer available all Yard Waste collected by the Contractor shall be delivered to a Processing Facility and/or Disposal Facility determined by the Contractor. In this event, the City will not unreasonably withhold Yard Waste collection and processing increases to the Schedule of Fees.

9.4 Bulky Waste: All Bulky Waste collected by the Contractor shall be delivered to a Processing Facility and/or Disposal Facility determined by the Contractor.

10. COLLECTION EQUIPMENT

10.1.1 Contractor shall provide a fleet of Collection Vehicles sufficient in number and capacity to efficiently perform the work required by the Contract in strict accordance with its terms. Contractor shall have available on days of Collection, sufficient back-up Collection Vehicles for each type of Collection Vehicle used to respond to complaints and emergencies.

10.1.2 Specifications: All Collection Vehicles used by Contractor in providing collection of materials under the Contract shall comply with all applicable local, City, State, and federal regulations. Collection Vehicles must be enclosed and designed to prevent leakage, spillage or overflow. All such Collection Vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations.

11. UNACCEPTABLE WASTE

11.1.1 The Contractor shall not be required to collect or dispose of Unacceptable Waste set-out by any Service Unit. Title to Unacceptable Waste shall at all times remain with the generator of such Unacceptable Waste regardless of whether the Unacceptable Waste is loaded or unloaded. Contractor shall, however, notify the Service Unit of the reasons for rejection of the Waste. The City shall not be deemed to be responsible for any such Unacceptable Waste.

12. COMPLAINTS

12.1.1 The Contractor shall maintain and adequately staff a Customer Service Department call center to handle customer calls and complaints throughout the Term of the Contract. The call center will be open, at a minimum, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, with an answering service or machine available during closure. Contractor's call center shall be able to receive complaints by e-mail, or webform and use a computerized customer database that shall be updated by the Contractor's employees. All service requests or complaints shall initially be directed to Contactor's Customer Service Department. All legitimate complaints resulting solely from the actions or omission of the Contractor shall be resolved within 24 hours. The City may review and approve procedures for handling complaints.

12.1.2 If Contractor misses the collection of any of the services for a Service Unit and fails to resolve the complaint on the same day as reported, then Contractor shall take sole responsibility to ensure that corrective action takes place promptly. Contractor shall maintain complaint forms indicating the time and date a complaint or request is received, the nature of the complaint or request, the name and address of the persons making the complaint or request, and the disposition of the same.

13. QUALITY OF PERFORMANCE OF CONTRACTOR

13.1.1 Breach of Contract: Except as otherwise provided for herein, the failure to remedy in a reasonable manner the cause of any legitimate complaint resulting solely from the actions or omission of the Contractor by close of the next business day as permitted under

Section 12 for Residential Municipal Solid Waste, Recycling Yard Waste, or Bulky Waste if the Collection thereof is requested by the Service Unit shall be considered a breach of the Contract with the City.

14. MANNER OF COLLECTION GENERALLY

14.1.1 The Contractor shall collect Residential Municipal Solid Waste, Recyclables, Yard Waste, or Bulky Waste, with as little disturbance as possible and shall leave Carts at the Designated Collection Location. Contractor will use reasonable efforts to leave the Carts in an upright position with the lids closed if applicable. The Carts shall at all times remain the property of Contractor. Any Cart damaged by the Contractor will be replaced by the Contractor within seven (7) Business Days at no cost to the Service Unit.

15. INSURANCE

A Contractor shall maintain, during the Term of Contract, at its own expense, appropriate and adequate insurance policies as required by the City, including, but not limited to the following:

COVERAGES

LIMITS OF LIABILITY

Worker's Compensation	Statutory
Employer's Liability	1,000,000.00
Bodily Injury Liability	1,000,000.00 each occurrence
Except Automobile	1,000,000.00 aggregate
Property Damage Liability	1,000,000.00 each occurrence
Except Automobile	1,000,000.00 each occurrence
Automobile Bodily Injury	1,000,000.00 each person
Liability	1,000,000.00 each occurrence
Automobile Property Damage Liability	1,000,000.00 each occurrence
Excess Umbrella Liability	5,000,000.00 each occurrence

16. INDEMNIFICATION

16.1.1 Contractor agrees to indemnify, defend and save harmless the City, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity arising from any negligent act or omission or willful misconduct of the Contractor, or any of its agents, contractors, servants, employees or contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon. Promptly after receipt from any third party by the City of a written notice of any demand, claim or circumstance that, immediately or with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "asserted claim") that may result in losses for which indemnification may be sought hereunder, the City shall give written notice thereof (the "claims notice") to the Contractor provided, however, that a failure to give such notice shall not prejudice the City's right to indemnification hereunder except to the extent that the Contractor is actually and

materially prejudiced thereby. The claims notice shall describe the asserted claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the losses that have been or may be suffered by the City when such information is available. The Contractor may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the Contractor elects to compromise or defend such asserted claim, it shall, within 20 business days following its receipt of the claims notice (or sooner, if the nature of the asserted claim so required), notify the City of its intent to do so, and the City shall cooperate, at the expense of the Contractor, in the compromise of, or defense against, such asserted claim. If the Contractor elects not to compromise or defend the asserted claim, fails to notify the City of its election as herein provided or contests its obligation to provide indemnification under this agreement, the City may pay, compromise or defend such asserted claim with all reasonable costs and expenses borne by the Contractor. Notwithstanding the foregoing, neither the Contractor nor the City shall settle or compromise any claim without the consent of the other party; provided, however, that such consent to settlement or compromise shall not be unreasonably withheld. In any event, the City and the Contractor may participate, at their own expense, in the defense of such asserted claim. If the Contractor chooses to defend any asserted claim, the City shall make available to the Contractor any books, records or other documents within its control that are necessary or appropriate for such defense. Notwithstanding the above, The Contractor shall not be responsible for, nor be required to indemnify or hold the City harmless for, any such damages caused by acts or omissions of the City or any one of its officers, representatives, employees or agents. The foregoing sentence does not modify or effect the insurance coverage required under the terms of this Contract for the benefit of the City or alter any parties' rights under such insurance.

17. POINT OF CONTACT

All dealings, contacts, notices, and payments between the Contractor and the City shall be directed by the Contractor to the person designated by the City.

18. NOTICE

18.1.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service, or certified mail, postage prepaid as follows:

As to the City:

As to Contractor:

Meridian Waste Missouri, LLC
17900 Veteran's Memorial Parkway

Foristell, MO 63348
Attn: Area President

With a copy to
Meridian Waste Acquisitions, LLC
5925 Carnegie Blvd., Suite 370
Charlotte, NC 28209
ATTN: General Counsel

18.2.1 Notices shall be effective upon delivery or refusal of delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed, may be made from time to time by written notice.

19. DEFAULT OF CONTRACT

19.1 Rights and Remedies Upon Default: If a party is in Default, then, at the option of the non-Defaulting party, this Contract may be immediately terminated or suspended upon written notice to the Defaulting party after the time to cure has expired, or this Contract may be continued in force and the non-Defaulting party shall have the right to take whatever action at law or in equity deemed necessary or desirable to collect any amounts then due or thereafter to become due under this Contract, or to enforce performance of any covenant or obligation of the Defaulting party under this Contract. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity.

19.2 Events of Default by Contractor: Except to the extent caused by the occurrence of an Uncontrollable Circumstance or the City's fault, any failure of the Contractor to comply with this Contract within 30 days after written notice from the City setting forth the specific provision and noncompliance, said notice to be mailed to Contractor at its principal place of business by certified mail, return receipt requested, results in the Contractor being in Default.

19.3 The Contractor being insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver trustee, or liquidator for a substantial part of its property; or a bankruptcy, winding up, reorganization, insolvency, arrangement, or similar proceeding instituted by the Contractor, under the laws of any jurisdiction, or against the Contractor, if the Contractor does not take the appropriate action to dismiss said proceedings; which proceedings have not been dismissed within one-hundred and twenty(120) Days of the institution of such proceedings; or any action or answer by the Contractor approving, consenting to, or acquiescing in, any such proceedings; or the event of any distress, execution, or attachment upon the property of the Contractor which shall substantially interfere with its performance hereunder puts the Contractor in Default.

19.4 The City shall within 30 days notify Contractor of any failure on Contractor's part to comply with the terms of this Contract. After receipt of notice from the City, Contractor shall acknowledge receipt of such notice and shall promptly provide the City with notice

of what corrective action has or shall be taken by the Contractor, within a reasonable time under the circumstances, but not less than 30 days. This provision shall not operate as a statute of limitations on any claim of the City for a breach of this Contract by the Contractor.

19.5 Events of Default by the City: The following shall constitute events of Default on the part of the City, except to the extent excused by the occurrence of an Uncontrollable Circumstance or Contractor's fault unless otherwise specified herein.

19.6 A failure by the City to timely perform any obligation under the terms of this Contract, and the continuance of such failure after 30 days after receipt of written notice from Contractor specifying such failure and requesting that such condition be remedied, If such failure is of a nature that it cannot be cured within 30 days, the City shall not be in Default if City commences the curing of such failure within such 30 day period, and diligently pursues the curing thereof.

19.7 The City being insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property; or a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by the City under the laws of any jurisdiction or against the City, if the City does not take appropriate action to dismiss said proceedings, which proceedings have not been dismissed within ninety (90) Days of the institution of such proceedings; or any action or answer by the City, approving of, consenting to, or acquiescing in, any such proceedings; or the levy of any distress, execution or attachment upon the property of the City, which shall substantially interfere with its performance hereunder.

19.8 Contractor shall, as soon as practical, notify the City of any failure on the City's part to comply with the terms of this Contract. After receipt of notice from the Contractor, the City shall acknowledge receipt of such notice and shall promptly provide the Contractor with notice of what corrective action has or shall be taken by the City, within a reasonable time, in light of the circumstances. Failure to promptly provide acknowledgement of receipt of notice, or notice of planned corrective action, shall constitute an event of Default by the City. It is understood by Contractor that the City operates through a Board of Aldermen who meet once monthly, therefore the promptness of corrective action shall be dependent upon the opportunity of the City to review the notice with the Board of Aldermen at its regularly scheduled meeting for authority to make corrections.

20. RIGHT TO REQUIRE PERFORMANCE

20.1 The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.

21. TITLE TO WASTE GOVERNING LAW, DISPUTE RESOLUTION

21.1 This Contract shall be governed by and interpreted under the laws of the State of Missouri.

21.2 The parties jointly agree that in the interest of saving time and resources that the parties will jointly waive their respective rights to a jury trial in any action relating to this Contract.

21.3 The parties agree that any dispute between the parties shall be litigated in the State Court of Missouri located in Lincoln County, Missouri.

22. COMPLIANCE WITH LAWS

22.1 The City and the Contractor shall conduct operations under this Contract in compliance with all applicable federal, state and local laws.

23. SEVERABILITY

23.1 The invalidity, illegality, or non-enforceability of any provision of this Contract, or the occurrence of any event rendering any portion or provision of this Contract void, shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.

24. TRANSFER AND ASSIGNMENT

24.1 No assignment or transfer of this Contract or any right occurring under this Contract shall be made in whole or part by the Contractor without the express written consent of the City. This provision is not intended to preclude a Contractor or other company from acquiring or merging with another authorized Contractor providing Collection Services under a Contract with the City at the time of such acquisition or merger, subject to City consent as provided above. For purposes of this section a parent subsidiary or holding company shall mean any person, corporation, company or other entity holding, owning or in control of more than 10% stock or financial interest of another person, corporation, company or other entity.

25. MODIFICATION

25.1 This Contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto. Such modification shall be in the form of an Amendment executed by both parties, and authorized by the City's Board of Aldermen.

26. INDEPENDENCE OF PARTIES TO AGREEMENT

26.1 It is understood and agreed that nothing herein contained is intended or should be construed as in any way establishing a partnership relationship between the parties hereto, or as constituting the Contractor as the agent, representative or employee of the City for any purpose whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Contract.

27. CHANGE OF LAW

27.1 The parties understand and agree that the Missouri Legislature from time to time has made comprehensive changes in Solid Waste Management legislation and that these and other changes in law in the future, whether federal, state or local, which mandate certain actions or programs may require changes or modifications in some of the terms, conditions or obligations under this Contract. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. Any additional costs associated with a change of law shall be incorporated into the cost of service, subject to the modification provisions of section 25. The Contractor shall provide notice to the City of such additional costs and approval by the City shall not be unreasonably withheld.

28. BINDING EFFECT

28.1 This Contract shall inure to the benefit of and shall be binding upon the Contractor, the City and their respective successors and assigns, subject, however, to the limitations contained in this Contract.

29. TIME IS OF THE ESSENCE

29.1 Time is of the essence of this Contract with respect to the obligations of the Contractor hereunder.

30. COUNTERPARTS

30.1 This Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

31. REPRESENTATIONS

31.1 The parties signing this Contract warrant that they have been authorized to do so by the City Board or by the appropriate board or officer as the case may be. The Contractor shall provide to the City written authorization by the appropriate officer that the Contractor is authorized by the governing body of the corporation to enter into this contract and to be bound by its terms and obligations. In addition, the City represents, warrants to Contractor and covenants and agrees as follows:

31.2 The City validly exists as a municipal corporation under the laws of the State of Missouri. The City has full power and authority to enter into this Contract and to fully perform all of its duties and obligations hereunder. The City has duly authorized the

execution and delivery of this Contract and the City's performance of all of its duties and obligations contained herein, and this Contract constitutes a valid and legally binding obligation of the City, enforceable in accordance with its terms. Notwithstanding the foregoing, the City may take any further actions it deems necessary to approve, adopt, enter, and perform this Contract.

31.3 The City is not aware of any additional consents or approvals required to enter or perform this Contract by the City. Furthermore, the City is not aware of any statute, rule, regulation, ordinance, agreement, instrument, judgment, decree, or order to which the City is a party or by which the City or its assets is bound that conflicts with the entering into or performance of this Contract.

31.4 To the best of the City's knowledge and belief, there is no action, suit, judgment, consent order or investigation or proceeding pending or threatened, relating to this Contract. The City will notify Contractor promptly if any such action, suit, investigation or proceeding is instituted or threatened. The City will notify the Contractor promptly upon receipt of any complaint or notice of non-compliance with all applicable federal, state and local laws, rules, regulations, orders, ordinances, judgments, permits, licenses, approvals, and variances.

32. RECITALS

32.1 The parties hereto acknowledge and agree that the "whereas" recitals set forth above are accurate, true and correct and, by this reference are made a part hereof and are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date evidenced on the first page hereof.

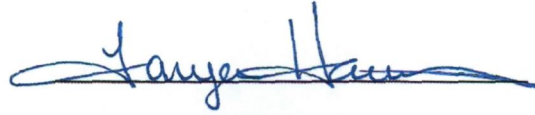
SIGNATURES TO COMMENCE ON THE PAGES FOLLOWING THIS PAGE

On Behalf of the City:

ATTEST:



Mayor Ron Sconce



Tonya Hawkins, City Clerk

Date: 6-7-23

On Behalf of the Contractor: Meridian Waste Missouri, LLC



By its:

Chief Marketing Officer + Secretary

Date: 6-9-2023

Exhibit A -- Fee Schedule

MSW Garbage/Recycling/Yard Waste

Monthly rate per residential Service Unit for once per week MSW garbage collection utilizing a hauler-provided 95-gallon cart, once per week recycling collection utilizing a hauler-provided 65-gallon cart, once per week yard waste collection March – November and once per month December – February, and once per week bulk waste collected (limited to one item per month) March – November and once per month (limited up to two items) December - February.

July 1, 2023 – June 30, 2024 = \$19.95 (\$14.96 Senior Rate)

July 1, 2024 – June 30, 2025 = \$20.80 (\$15.60 Senior Rate)

July 1, 2025- June 30, 2026 = \$21.68 (\$16.26 Senior Rate)

Upon Renewal of the Contract:

July 1, 2026 – June 30, 2027 = \$22.77 (\$17.07 Senior Rate) or June 30, 2026 rate plus 100% of CPI All Urban Consumers for St. Louis region (whichever is lower)

July 1, 2027 – June 30, 2028 = \$23.90 (\$17.93 Senior Rate) or June 30, 2027 rate plus 100% of CPI All Urban Consumers for St. Louis region (whichever is lower)

July 1, 2028 through the remainder of the term(s) = Subject to Section 4.4.1.

Additional MSW Cart

Monthly rate per residential unit for an extra 95-gallon cart to be utilized for MSW garbage collection.

\$4.35 additional fee (Subject to Section 4.4.1 annually)

\$15.00 additional cart delivery fee after the initial 90 days of the first term of the contract

\$25 cart swap out fee after the initial 90 days of the first term of the contract

Additional Recycling Cart

Monthly rate per residential unit for an extra 65-gallon cart to be utilized for Recycling collection.

\$4.35 additional fee (Subject to Section 4.4.1 annually)

\$15.00 additional cart delivery fee after the initial 90 days of the first term of the contract

\$25 cart swap out fee after the initial 90 days of the first term of the contract

Additional Yard Waste Cart

Monthly rate per residential unit for a 95-gallon cart to be utilized for yard waste collection.

\$4.35 additional fee (Subject to Section 4.4.1 annually)

On Call Bulk & White Goods Collection

March through November :\$25 per item of bulk and white good collection in excess of one item weekly .-December through February: \$25 per item of bulk and white good in excess of two items monthly. Must call to schedule. (Subject to Section 4.4.1 annually)

Exhibit B – No Cost Service to City Facilities

Location	Container Size	Frequency
336 Excalibur – Maintenance Shed	Two 95-gallon Cart (Trash & Yard Waste)	1x per week
336 Excalibur – Maintenance Shed	One 20-yard Roll Off Container	1-5x per Month; City to Call to Schedule Service
Cap Au Gris – Avery Park	No Current Service	N/A
B1011 Bueneman Lane– Cemetery/Water Treatment	One 2-yard Frontload Dumpster + One 6-yard Dumpster	2x per week
800 Cap Au Gris – City Hall	One 4-yard Frontload Dumpster + 95-gallon Cart	3x per week for Carts and 1x week for Dumpster
Monroe Street – Parks Maintenance Shed	No Current Service	N/A
Boone Street – Weinand Park	No Current Service	N/A
364 Highway 47 – Sewer Plant	One 2-yard Frontload Dumpster	2x per week
780 Cap Au Gris – Aquatics Center	No Current Service	N/A
175 Fifth Street – Police Sub Station	One 95-gallon Cart	1x per week