

## **SOLID WASTE SERVICES AGREEMENT**

THIS SOLID WASTE SERVICES AGREEMENT (“Agreement”) is made this 1st day of September, 2025 (the “Effective Date”) by and between WASTE MANAGEMENT OF NORTH DAKOTA, INC., a corporation organized and existing under the laws of the State of Delaware (hereafter “Company”), and City of Leeds, ND a municipal corporation created under the laws of the State of North Dakota (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

**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. **“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.

c. **“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, 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), small appliances, and tires without rims. All liquids must be drained; no item may contain Freon.

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

e. **“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.

f. **“Commercial Unit”** means a place of business or other non-City owned unit that is not considered a Residential Unit.

g. **“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.

h. **“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.

i. **“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).

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

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

l. **“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.

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

n. **“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 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 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.

o. **“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.

p. **“Refuse”** means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Unacceptable Waste.

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

r. **“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.

s. **“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.

t. **“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.

u. **“Single-Family Premises”** means (i) any Premises with less than four (4) 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).

v. **“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.

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

**2. TERM.** The Term of this Agreement shall be for three (3) years commencing on September 1, 2025 (the “Commencement Date”) and expiring August 31, 2028, with an option to renew for an additional three (3) year term upon mutual written agreement of both parties, unless either Party gives the other Party written notice of its intention to terminate the Agreement at least ninety days prior to the end of the then-current term. All notices shall be served by certified mail, return receipt requested, or by a nationally recognized overnight courier service.

**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 generated, deposited, accumulated or coming to exist at Residential Premises and Commercial Units (collectively “Service Recipients”) 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 Service Recipients 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 Service Recipients in the Service Area, regardless of whether such Service Recipients receive Company's Collection Services.

b. Notwithstanding the above, nothing in this Agreement shall prevent any owner, occupant or tenant of a Residential Premises or Commercial Unit 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.

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. 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 and Recyclables 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 each Commercial Unit with a dumpster for Acceptable Waste. The dumpster(s) and equipment Company furnishes Commercial Units and the City shall remain Company's property.

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

b. Collection Location, Frequency and Time. Refuse shall be collected from the curbside one time per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 6:30 a.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 every other week.

c. Overage.

i. Roll-Out Period – Education and Outreach. During the period beginning on the Commencement Date and ending a date to be mutually agreed upon between the City and the Company (the “Roll-Out Period”), Company shall provide an education program designed to minimize instances Overages. During the Roll-Out Period, where Company documents that a particular Service Recipient has Contamination or Overage, Company shall collect the offending Container (where it can be done safely and excluding material laying on ground) and provide an electronic notice to the Service Recipient (if such contact information is provided by Customer) with the following information (a “Violation Notice”):

- Date of the offense;
- Description of the offense;
- If available, a photograph or video (or link to photograph or video);
- A description of the materials that are appropriate for collection in said Container and a link to view online with educational materials; and
- A website to obtain additional information and/or receive responses to questions the Service Recipient may have. During the Roll-Out Period, Company shall not impose an Overage Charge.

ii. Post Roll-Out Period. The following shall apply after the Roll-Out Period:

1. 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 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.

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

i. 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.

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

k. 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.

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

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

q. 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.



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

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

a. Service Recipient Billing. The City shall invoice and collect payments from Service Recipients, and shall compensate the Company monthly for Collection Services, in a total amount based upon the service charges for Collection Services, as they may be adjusted from time to time, and any applicable additional charges, as provided in Exhibit "A". In calculating such monthly compensation to the Company, the applicable per unit rates shall be multiplied by the number of Service Recipients; ancillary and non-recurring charges submitted by Company will be added to such amount. The aggregate number of such Service Recipients is currently estimated by the City to be as follows as of the effective date of this Agreement: 186 Single-Family Premises and 22 Commercial Accounts. The City shall provide an updated Service Recipient count monthly within ten (10) days of the end of each calendar month.

b. Company Submittal of Invoicing Information.

i. On or before the 10<sup>th</sup> of each month, Company shall provide the City an invoice for services provided based on the then-current Service Recipient count for Cart services and Bin services for the previous month, as well as ancillary and non-recurring charges. The City shall pay invoices within thirty (30) days of the invoice date. Payment by the City shall be made by check, wire transfer or ACH debit. The City shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of two and one-half percent (2.5%) per month.

ii. Service Recipients that pay their invoices using credit cards, debit cards and digital wallets may be subject to a convenience fee charge by the payment system provider (\$1.99 USD per transaction for residential service; \$9.99 USD per transaction for commercial service; fee amount subject to change.) The convenience fee amount will be disclosed to Service Recipients during the bill payment process and they will have the opportunity to consent to the convenience fee, or to pay their invoices by direct electronic debit from a bank account (e.g., Automated Clearing

House or ACH network in the U.S. / Pre-Authorized Debit) for which no convenience fee will be applied.

c. Monthly Determination of the Number of Premises with City Billing. City will notify Company by the 1<sup>st</sup> day of each month of any updates to Residential Dwelling counts. Notwithstanding the foregoing, Company is still permitted to request and receive Residential Dwelling updates from the City at any time.

d. Additional and Unbilled Services. Where a Service Recipient requests services not billed by the City, or Company identifies additional services that are being provided but that are not billed by the City, Company may bill Service Recipient for those services in accordance with this Agreement.

## **6. SERVICE RATES.**

a. Service Rate Schedule. Company shall provide the Collection Services for the rates set forth in Exhibit "A" (the "Rates"), as the same may be adjusted in accordance with this Section 6. 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 Rates for all Service Recipients shall be increased a fixed 4.5% per year.

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

1. Uncontrollable Circumstance (see Section 10);
2. Changes in Applicable Law that is effective after the Effective Date of this Agreement;
3. Increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Collection Services;
4. Changes in baseline assumptions, such as changes in volumes collected.
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 CIU20100005200000I, 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.

c. 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 May 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) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement; 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 a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall either Party be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

**8. INDEPENDENT CONTRACTOR**

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

**9. SUBCONTRACTORS**

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

**10. FORCE MAJEURE**

Except for the failure to make payment when due, neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God,

landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics 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.

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:

**Type**

**Amount**

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: Waste Management of North Dakota, Inc.  
4326 14<sup>th</sup> ST NW  
Devils Lake, ND 58301  
Attn: Richard Mower

If to City: City of Leeds  
211 Main St.  
Leeds, ND 58446  
Attn: City Auditor

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.

[SIGNATURES ON FOLLOWING PAGE]

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

**WASTE MANAGEMENT OF NORTH DAKOTA, INC.**

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

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

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

**CITY OF LEEDS, NORTH DAKOTA**

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

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

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



**EXHIBIT A  
COMPANY RATES**

**3-Year Term Effective September 1, 2025:**

2025 Service – Residential Premises Rates	2025 Rates	Monthly Count	Monthly Cost
96-Gallon Weekly Trash	\$19.02	186	\$3,537.72
Xtra 96 Gallon	\$11.41		
		Monthly Total	\$3,537.72

<i>2025 Commercial Unit Rates</i>	2025 Monthly Rates
Container Size	1 x per week
2 YD	\$82.20
3 YD	\$120.44
4 Yd	\$167.29
6 Yd	\$214.13
8 Yd	\$285.51
96-Gallon	\$20.92

**Term:**

The listed rates and terms are based on a 3-year period with rates held stable for 12 months, with an option to extend 3 additional years upon mutual written agreement of both parties.

**Monthly Count and Costs:**

Residential Premises: The estimated monthly count and costs on the pricing is based on the current count of 186 households. Changes in household counts or extra carts added or removed will change the monthly cost in direct relation to the then-current cart charge.

Commercial Units: The City shall pay Company the per Commercial Unit fee identified in the above chart on a monthly basis for solid waste services.

**Church Service:** WM will provide free carted service of up to two carts for both the Leeds Lutheran Church and the Leeds Catholic Church.

**Annual Price Increase:** Rates are guaranteed for the first year of the contract. Annually thereafter, rates will be increased on the anniversary date of the contract and will be a fixed four and 1/2 percent years 2 and 3 of the contract for both Residential Premises and Commercial Units.

All rates are subject to the below fuel surcharge if Diesel goes above \$5.00 per gallon. Fuel surcharge details below.

**Fuel Surcharges:**

WM's proposed pricing for curbside collection will include a fuel surcharge, based on a \$5.00 fuel table. The published index for determining monthly diesel fuel prices will be the Department

of Energy’s (DOE) “Weekly Retail On-Highway Diesel Prices” for the Midwest region. The price published for the first Monday of the month will be used as that month’s diesel fuel price. The prices can be viewed at the DOE’s website: ([“EIA/DOE”](#)). If diesel fuel is below \$5.00 per gallon, the fuel surcharge will be 0 percent. If diesel fuel is at or above \$5.00 per gallon, the following percentages will apply to Waste Management’s base rate.

Diesel Fuel Price per Gallon	Fuel Surcharge
<\$5.00	0 Percent
\$5.00 to \$5.24	2 Percent
\$5.25 to \$5.49	4 Percent
\$5.50 to \$5.75	5 Percent
For every \$0.25 per gallon increase above \$5.75	The Fuel Surcharge will increase by 1%