

WASTE SERVICES AGREEMENT

This Waste Services Agreement (the “**Agreement**”) is made and entered into as of July 1, 2026 (the “**Effective Date**”) by and between Stillwater Public Schools (hereafter “**SPS**”), and Allied Waste Services of Stillwater, Inc dba Republic Services of Stillwater qualified to do and actually doing business in the State of Oklahoma (hereafter “**Contractor**”). SPS and Contractor shall be referred to herein individually as “**Party**” and together as “**Parties.**”

RECITALS

WHEREAS, SPS desires that Contractor provides the Services set forth in this Agreement and Contractor desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Term. This Agreement begins on the Effective Date and expires one (1) year thereafter (the “**Initial Term**”). The Agreement can be extended for up to four (4) years at the mutual agreement of the Parties (each a “**Renewal Term**” and, together with the Initial Term, the “**Term**”) unless otherwise terminated in accordance with the terms of this Agreement.
2. Scope of Work. SPS grants to Contractor the sole and exclusive franchise, license, and right at SPS locations to provide the waste collection, and disposal more fully described in the exhibits attached and incorporated herein (“**Services**”). Contractor shall furnish all personnel, labor, equipment, trucks and all other items necessary to perform the Services as set forth in this Agreement. If additional services related to the Services not expressly included in the scope of this Agreement are requested or become necessary, such services will be charged at Contractor’s current rates when the additional services are performed. Services not subject to franchise under this Agreement may be sold to customers in the open market at rates agreed to between said customers and Contractor.
3. Warranty; Compliance with Laws. Contractor warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all statutes, ordinances, regulations, rules, governmental orders, governmental decrees, judicial judgments, constitutional provisions, and requirements of any kind and nature promulgated or issued by any governmental authority claiming or having jurisdiction (“**Applicable Law**”). Contractor has and will maintain all required licenses and permits to perform the Services. Contractor reserves the right to decline to perform Services which, in its judgment it cannot perform in a lawful manner or without risk of harm to human health, safety, or the environment.
4. Termination. If a Party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching Party specifying such breach in reasonable detail, the non-breaching Party may terminate this Agreement by giving thirty (30) days’ written notice of termination to the breaching Party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Additionally, either Party can terminate the Agreement at their convenience with ninety (90) days written notice to the other Party.

5. Pricing; Invoicing. Pricing for the Services is set forth in EXHIBIT C. Such rates are subject to adjustments and additional fees and costs as set forth herein. In an amount equal to the year-over-year (Jan to Dec) change in the prior calendar year Consumer Price Index (CPI) for Water, Sewer, and Trash Collection Services for the U.S. City Average, as published by the U.S. Bureau of Labor Statistics, or five percent (5%), whichever is greater.
6. Payment. The SPS shall pay each of Contractor's invoices without offset within thirty (30) days of Contractor's invoice. Payments not made on or before their due date will be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If any payment is withheld and it is later determined that the withheld amount is owed to Contractor, such amount shall be subject to the late fees provided herein from the original due date until paid. If any amounts due remain unpaid for more than seventy-five (75) days from the date Contractor's invoice, Contractor may suspend the corresponding Services until the outstanding balance is paid in full. If Contractor suspends and reinstates Services under this provision, the SPS or customer, as applicable, shall pay a service interruption fee at Contractor's current rate.
7. Material Cost Adjustments. Annually, Contractor may seek a Material Element of Cost adjustment in conjunction with its Annual Rate Adjustment. "**Material Elements of Cost**" include labor, maintenance, fuel, equipment (including trucks and containers), disposal and/or processing, or any other cost that makes up 5% or more of Contractor's annual costs on the contract. In the event that one or more Material Elements of Cost to provide Service under this Agreement experiences a year over year change greater than 10%, Contractor may seek to increase the Annual Rate Adjustment by an additional amount equal to the additional cost increase. SPS shall not unreasonably withhold approval of any Material Costs Adjustments.
8. Non-Material Cost Adjustments. Upon notice to SPS, Contractor may increase the rates for Services as a result of uncontrollable increases in costs incurred by Contractor due to (a) increased rates by any third party or municipal hauling, disposal, or recycling facility; (b) changes in Applicable Law, including any local, state, federal or international rules, ordinances, regulations, or Executive Orders; (c) changes in taxes, fees or other governmental charges, including those passed through by suppliers; (d) uncontrollable operational changes (*i.e.*, a major bridge closure), including those caused by major weather events; and (e) increased fuel costs. Any of the foregoing adjustments shall be retroactive to the effective date of such increase or change in cost.
9. Insurance. During the Term of this Agreement, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as set forth in EXHIBIT D.
10. Indemnification. Contractor will release, indemnify, and hold harmless the SPS from and against any and all third-party claims, losses, damages, suits, judgments, civil penalties, costs, liabilities or expenses, including reasonable attorney fees and costs ("**Losses**") that the SPS may be responsible for or incur on account of death or bodily injury to any person, damage to any property, injury to destruction of, or loss of natural resources, or violation of any federal or state law, regulation, or municipal ordinance to the extent caused by Contractor's negligence, willful misconduct, or breach of this Agreement. To the extent permitted by Applicable Law, SPS shall

release, indemnify, and hold harmless Contractor, its parent, subsidiaries, affiliates, and the officers, directors, agents, and employees of each from and against any and all Losses to the extent arising from SPS's negligence, willful misconduct, breach of this Agreement, and Contractor's receipt of Non-Conforming Waste from any customer.

11. Affiliates and Subcontractors. Contractor may utilize its affiliates and/or qualified subcontractors to perform the Services; however, Contractor shall remain responsible for the performance of all such Services and obligations in accordance with this Agreement.
12. Independent Contractor. Subject to the provisions of this Agreement, Contractor is an independent contractor and shall have the full power and authority to select the means, manner and method of performing its obligations hereunder without control or direction by SPS.
13. Force Majeure. Neither Contractor nor SPS shall be liable for damages for its failure to perform due to contingencies beyond its control including but not limited to strikes, riots, flooding, terrorism, fires, disease, government orders, or acts of God (a "**Force Majeure Event**"). During any period when performance of a Party's obligation is prevented by a Force Majeure Event, that obligation shall be suspended provided the Party whose performance is suspended shall resume performance as soon as reasonably possible upon cessation of the Force Majeure Event. The Party claiming inability to perform shall notify the other Party as soon as practical upon the beginning and ending of the Force Majeure Event. No contingency under this section shall excuse the SPS or customers, as applicable, from their obligation to make prompt payment for Services rendered.
14. Assignment. Neither Party shall assign this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Agreement without the SPS's consent to its parent company or any of its subsidiaries, or to any person or entity that purchases Contractor's operations. In the event Contractor assigns this Agreement as part of a sale of its business or operations, SPS shall have the right to terminate this Agreement without penalty upon ninety (90) days' prior written notice to Contractor.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State where the Services are provided, without giving effect to any conflict of law provision.
16. Waiver. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement or of the rights and obligations of the Parties shall be effective unless in writing and signed by the Party waiving compliance.
17. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion of this Agreement void shall in no way affect the validity or enforceability of any other provision(s) of this Agreement.

18. Notices. Any and all notices required hereunder to be in writing shall be sent postage prepaid, by any reputable nationally recognized express courier service, with a return receipt requested, to the Parties at their addresses shown below:

To Contractor: Republic Services
303 E Newman Ave
Stillwater, OK 74075
Attn: Ryan Arnett

To SPS: _____

Attn: _____

19. Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter in this Agreement, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the undersigned Parties.

20. Electronic Signatures. The Parties agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

21. Exhibits. All EXHIBITS attached to this Agreement are an integral part of the Agreement and are incorporated herein.

- EXHIBIT A Scope of Work
- EXHIBIT B Project Specific Deliverables
- EXHIBIT C Services Pricing
- EXHIBIT D Insurance

22. Survival. Any terms of this Agreement that could apply to either or both Parties after expiration or termination of this Agreement shall survive.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

Stillwater Public Schools

Allied Waste Services of Stillwater, Inc dba
Republic Services of Stillwater

By: _____

By: Ryan A. Arnett

Name: _____

Name: Ryan A. Arnett

Title: _____

Title: General Manager

Date: _____

Date: June 9, 2026



EXHIBIT A

SCOPE OF WORK

The Services described in this Scope of Work are included under this Agreement. All other services shall be deemed outside the scope of this Agreement and/or subject to additional charges.

Waste Material Hauling and Disposal:

1. Waste Services. Contractor will collect, transport, and dispose or process all Conforming Waste properly placed in its designated collection container. Contractor shall not be obligated to collect Waste that is not properly contained. If Contractor spills any properly contained Waste during its collection, Contractor will clean up such Waste. All disposal and processing facilities selected by Contractor will be permitted to accept and dispose or process the Conforming Waste.
2. Collection Hours. Contractor's collection hours will not occur between 7:30 a.m. and 8:30 a.m. and 3:00 p.m. and 4:00 p.m. (except Holidays).
3. Holidays. Contractor may suspend collection Service on Holidays and resume collection routes the next operating day. As it may take Contractor a couple of days to catch up following a Holiday, all routes may be adjusted or pushed back one day during the week of a Holiday.
4. Responsibility for Equipment; Access. Any equipment furnished by Contractor shall remain Contractor's property. SPS shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor's handling of the equipment). SPS shall use the equipment only for its proper and intended purpose, shall not overload (by weight or volume), move, or alter the equipment, and shall not allow the equipment to be used for any purpose by any person or entity other than SPS's employees without Contractor's prior written consent. SPS shall not move, relocate, or otherwise alter the position of any Contractor-provided container without Contractor's prior written consent. SPS shall provide safe, unobstructed access to the equipment on the scheduled collection day. Contractor may charge an additional fee for any additional collection service required by SPS's failure to provide access. Contractor shall not be responsible for any damage to SPS's pavement, curbing, or other driving surfaces resulting from Contractor providing service at SPS's Site except to the extent caused by Contractor's negligence or willful misconduct.
5. Location of Waste Containers. SPS shall cooperate with Contractor's recommendations regarding Waste container sizes, the safe placement of containers, and haul schedules necessary to properly address their available space for containers and the type and volume of Waste generated each week. Containers shall be placed in a location at SPS locations that does not interfere with or endanger the movement of vehicles or pedestrians, and which allows for safe access by Contractor's collection vehicles. Contractor may decline to collect any Waste that is not properly containerized or placed appropriately for efficient and safe collection.
6. Ownership of Waste. Title to Waste shall pass to Contractor when loaded into Contractor's collection vehicle or otherwise received by Contractor. Title to and liability for any Non-Conforming Waste shall remain with the generator and at no time pass to Contractor.

7. Non-Conforming Waste. If Non-Conforming Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the container that contains the Non-Conforming Waste. In such situations, Contractor will contact the SPS, and the SPS shall promptly undertake appropriate action to ensure that Non-Conforming Waste is removed and properly disposed of by the depositor or generator of such Non-Conforming Waste. In the event Non-Conforming Waste is present but not discovered until after it has been collected by Contractor, Contractor may, in its sole discretion: (a) leave the Non-Conforming Waste in place or continue to process it if not in violation of its permits and charge the SPS, a contamination fee and/or additional processing costs; or (b) remove, transport, and dispose of such Non-Conforming Waste at a facility authorized to accept such Non-Conforming Waste in accordance with Applicable Law and, in Contractor's sole discretion, charge the SPS, for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Non-Conforming Waste.

8. Definitions.

- (a) **“Bulk Waste”** means large items that won't fit in a Trash Cart including, desks, discarded furniture, and other similar items with weights and/or volumes greater than those allowed for the waste container supplied.
- (b) **“Business Day”** shall mean every weekday, except Holidays.
- (c) **“Conforming Waste”** consists of any Waste that fully conforms to the description of such Waste provided by the SPS, including an approved Waste Profile, manifest or other waste documentation.
- (d) **“Holidays”** shall mean: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- (e) **“Non-Conforming Waste”** means any waste material not expressly included within the scope of this Agreement, waste material that does not conform to its waste documentation, waste material that is not acceptable at the intended disposal or recycling facility, or material placed in a container intended for a different Waste (such as Solid Waste in a container designated for Recyclable Material).
- (f) **“Recyclable Material”** is any material or substance that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint and other paper; plastics and plastic film; and ferrous and non-ferrous metals.
- (g) **“Solid Waste”** is any useless, unwanted, or discarded nonhazardous material (trash or garbage) with insufficient liquid content to be free flowing that results from residential, commercial, governmental, and/or community operations. Solid Waste specifically excludes all other waste streams with definitions herein.
- (h) **“Waste”** includes all waste streams included within the scope of this Agreement for collection and disposal or processing, including Recyclable Material. Waste shall not include any Non-Conforming Waste.

- (i) **“White Goods”** means stoves, refrigerators, ranges, water heaters, freezers, unit air conditioners (all CFC and other refrigerants must be removed prior to collection), water tanks, washing machines, clothes dryers, and other similar appliances.
- (j) **“Yard Waste”** means organic waste materials generated from the maintenance or removal of residential vegetative landscaping including, but not limited to, grass clippings, pine needles, leaves, flowers, stalks, stems, small tree trimmings, and small branches.

EXHIBIT B

PROJECT SPECIFIC DELIVERABLES

Site	Containers Required	Service Required
Address		
Location		
Stillwater High School	4 ea - 8 cu/yd	Twice a week
410 W. Franklin		
https://maps.app.goo.gl/sRWHjGyF3bsL8P717		
Pioneer Stadium	2 ea - 6 cu/yd	Twice a week
1224 N. Husband		
Container one:		
https://maps.app.goo.gl/Y3kF3RHYmKkoiGok9		
Container two:		
https://maps.app.goo.gl/Hx6ikXiFxeH7zybu8		
Performing Arts Center	1 ea - 8 cu/yd	Twice a week
1224 N. Husband		
https://maps.app.goo.gl/H881NCorX9SzJ4Kg6		
Stillwater Junior High School	2 ea - 8 cu/yd	Four times per week
1900 N. Skyline		
https://maps.app.goo.gl/b1W672sZcJXo9VT1A		
Stillwater Middle School	2 ea - 8 cu/yd	Four times per week

2200 S. Sangre Rd.

<https://maps.app.goo.gl/s6bpRh4SnoeKtiEv8>

Stillwater Lincoln Academy School 1 ea - 8 cu/yd Twice a week

215 E. 12th

<https://maps.app.goo.gl/Vm1Lvk1uEQGb5oPX8>

Highland Park Elementary 2 ea - 8 cu/yd Twice a week

400 S. Drury

<https://maps.app.goo.gl/Bg7ndwSGWt1abnvK6>

Richmond Elementary 2 ea - 8 cu/yd Twice a week

201 W. Richmond Rd.

<https://maps.app.goo.gl/jdejaAqQm1q4zdgG7>

Skyline Elementary 2 ea - 8 cu/yd Twice a week

1402 E. Sunrise

<https://maps.app.goo.gl/L9SFvWmv1vYAVya3A>

Sangre Ridge Elementary 2 ea - 8 cu/yd Twice a week

2500 S. Sangre Rd

<https://maps.app.goo.gl/yTMhX2wRPVnP5nzs5>

Will Rogers Elementary 2 ea - 8 cu/yd Twice a week

1211 N. Washington

<https://maps.app.goo.gl/L8HzcZE33xYSDaSp6>

Westwood Elementary

2 ea - 8 cu/yd

Twice a week

502 Kings

Location:

<https://maps.app.goo.gl/9ess9bTmQiAfJZjLA>

Operations of Educational Services North

Waste Container:

Waste Container:

1 ea - 8 cu/yd

Twice a week

5021 N. Perkins Rd.

Rolloff:

Rolloff:

Waste Container:

<https://maps.app.goo.gl/DfyymbjC4sxm8nuv19>

1 ea - 30 cu/yd

On Call

Rolloff:

<https://maps.app.goo.gl/SahTVNHgtN7j1oqB9>

Operations of Educational Services South

1 ea - 8 cu/yd

Twice a week

5005 N. Perkins Rd.

Location:

<https://maps.app.goo.gl/Y9gqMjbW2BxXpvx68>

Agriculture Building

1 ea - 4 cu/yd

Twice a week

148 N. Drury Lane

<https://maps.app.goo.gl/d4BLqbBugGWTd8P4A>

Administration Building

1 ea - 4 cu/yd

Twice a week

314 S. Lewis

<https://maps.app.goo.gl/cfoNZGDXYu8d7S1s6>

Constraints & Site Conditions:

- No lock or gate charges shall be applied to invoicing.
- If a waste container enclosure is present, the waste container must remain inside the enclosure, not in front. Enclosure doors shall remain open 24/7. (when possible, enclosure doors will be opened inwards to prevent doors from being closed when waste container is placed)
- Work must be performed with minimal disruption to the student environment, specifically, pick up and drop off.

EXHIBIT C
SERVICES PRICING

Site Address Location	Containers Required	Service Required	Monthly Price (\$)
Stillwater High School – 410 W. Franklin	4 ea – 8 cu/yd	Twice per week	\$831.36
Pioneer Stadium – 1224 N. Husband	2 ea – 6 cu/yd	Twice per week	\$311.76
Performing Arts Center – 1224 N. Husband	1 ea – 8 cu/yd	Twice per week	\$207.84
Stillwater Junior High – 1900 N. Skyline	2 ea – 8 cu/yd	Four times per week	\$831.36
Stillwater Middle School – 2200 S. Sangre Rd.	2 ea – 8 cu/yd	Four times per week	\$831.36
Stillwater Lincoln Academy – 215 E. 12th	1 ea – 8 cu/yd	Twice per week	\$207.84
Highland Park Elementary – 400 S. Drury	2 ea – 8 cu/yd	Twice per week	\$415.68
Richmond Elementary – 201 W. Richmond Rd.	2 ea – 8 cu/yd	Twice per week	\$415.68
Skyline Elementary – 1402 E. Sunrise	2 ea – 8 cu/yd	Twice per week	\$415.68
Sangre Ridge Elementary – 2500 S. Sangre Rd	2 ea – 8 cu/yd	Twice per week	\$415.68
Will Rogers Elementary – 1211 N. Washington	2 ea – 8 cu/yd	Twice per week	\$415.68
Westwood Elementary – 502 Kings	2 ea – 8 cu/yd	Twice per week	\$415.68
Operations of Educational Services North – 5021 N. Perkins Rd.	1 ea – 8 cu/yd	Twice per week	\$207.84

Operations of Educational Services North – 5021 N. Perkins Rd.	1 ea – 30 yd Rolloff	Rolloff: On Call	\$250 per dump / \$50 per ton
Operations of Educational Services South – 5005 N. Perkins Rd.	1 ea – 8 cu/yd	Twice per week	\$207.84
Agriculture Building – 148 N. Drury Lane	1 ea – 4 cu/yd	Twice per week	\$103.92
Administration Building – 314 S. Lewis	1 ea – 4 cu/yd	Twice per week	\$103.92

EXHIBIT D
INSURANCE

During the Term of this Agreement, Contractor shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

Automobile Liability

Bodily Injury/Property Damage Combined – Single Limit	\$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers).
Pollution Liability Endorsement	MCS-90 endorsement for pollution liability coverage

Commercial General Liability

Bodily Injury/Property Damage Combined – Single Limit	\$2,500,000 each occurrence \$5,000,000 general aggregate
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All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by SPS. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon SPS's request, Contractor shall furnish SPS with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the SPS, show the SPS as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the SPS (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of SPS.