

Sweetwater County Solid Waste Disposal District #1

Meeting Location: 2nd floor conference room
Sweetwater Co Health and Human Services Building
333 Broadway St
Rock Springs WY 82901
(307) 352-6869

September, 8 2025

Agenda

Business

1. Call to order
2. Additions or changes to the Agenda
3. Approval of the Agenda
4. Additions or changes to the Minutes
5. Approval of the Minutes
6. Formal and/or informal petitions from the floor
7. Manager's Report

Presenter

Chairman
Chairman
Chairman
Chairman
Chairman
Chairman
Landfill Manager

Action Items:

- Motion to Approve Recycle Coach Web Add In
- Motion to Adopt Sweetwater County Health Premium Rates

Non-Action Items:

- New Water Truck and District Pickup
- District Expansion

Updates:

- Cell 4 Updates
- WYDEQ Compost Learning Seminar
- WSWRA Conference
- Point of Rocks Site
- HHW Area
- RFID System
- Biosolids
- SMBA Boulder Donation
- Wamsutter Train Wreck
- Site Analysis Rundown

- Usage Reports

8. New Business

9. Old Business

10. Financial Statement

Treasurer

11. Approval of Financial Statement and Payment of Vouchers

Chairman

12. Executive Session

13. Adjournment

Chairman

Sweetwater County Solid Waste Disposal District #1
PO BOX 1493 Rock Springs WY 82901
(307) 352-6869

August 11, 2025, Board Meeting Minutes

The Chairwoman called the meeting to order at 5:30pm on August 11, 2025, in the 2nd floor conference room Sweetwater Co Health and Human Services Building, 333 Broadway St, Rock Springs, Wyoming.

In Attendance:

Ms. Celeste Black
Ms. Larissa Apel
Mr. Colby Moss
Mr. Devon Brubaker

Absent:

Mr. Gene Legerski

Others Present:

Mr. Dan Chetterbock
Mr. Andrew ("Drew") Varley

General Manager, Rock Springs Landfill
Summit Accounting Services, PC

Additions or changes to the Agenda: None.

Agenda: Ms. Apel moved to approve; Mr. Moss seconded. Motion carried.

Additions or changes to the Minutes: None.

Minutes: Mr. Brubaker moved to approve the minutes; Mr. Moss seconded. Motion carried.

Formal and/or Informal Petitions from the Floor: None.

Manager's Report:

- **Action Items:** 1) Mr. Chetterbock discussed the need and usefulness of a Madvac quote which was obtained from Sourcewell. Ms. Apel moved to approve the purchase according to the presented quote; seconded by Mr. Brubaker. Motion carried. The accepted, signed Madvac quote is attached hereto as **Exhibit A**. 2) Mr. Chetterbock discussed the two bids (from Yeti Construction and MPP) received to build a new scale house deck, noting that Yeti Construction provided the more cost-effective bid. Ms. Apel moved to approve the Yeti Construction bid; seconded by Mr. Brubaker. Motion carried. The accepted, signed Yeti Construction bid is attached hereto as **Exhibit B**. 3) Mr. Chetterbock discussed an amendment to the HDR Engineering agreement for HDR Engineering to provide a Waste Characterization Study, which raised the total fee by \$79,990 to a total of \$279,018. Mr. Brubaker moved to adopt the amendment; seconded by Ms. Apel. Motion carried. The accepted, signed HDR Engineering agreement amendment is attached hereto as **Exhibit C**. 4) Mr. Chetterbock discussed the proposed memorandum of understanding with the Recycle Center. Ms. Apel moved to approve the Recycle Center Memorandum of Understanding. Mr. Brubaker abstained. Motion carried. The accepted, signed Recycle Center Memorandum of Understanding is attached hereto as **Exhibit D**.

- **Non-Action Items:** 1) Mr. Chetterbock discussed a recycle coach tool, which will assist the District in informing the public on what items can be recycled at the District (or other locations where certain waste is accepted). The coach embeds on the District webpage, and Mr. Chetterbock believes this is a good use of the District's marketing and public education funds. Ms. Apel inquired whether the District could incorporate this app into other municipal websites as well, and Mr. Chetterbock suggested he had already considered doing so.
- **Updates:** 1) Mr. Chetterbock inquired to the Board their comments and questions on the wage analysis study and asked whether to implement a 3% raise to employee salaries or keep them at current levels. Ms. Apel asked clarifying questions about employment roles filled by the District. Ms. Apel expressed concern with the wage analysis study, specifically that the analysis appears to inappropriately narrow ranges for salaries (without any reasoning) which leads to their recommendation to raise salaries. Ms. Apel stated that the underlying data in the wage analysis shows the District provides very competitive salaries and is disinclined to change salaries. Mr. Moss agreed with Ms. Apel's position. Mr. Brubaker agreed with Ms. Apel's position and suggested that the Board consider future one-time bonus payments will assist in maintaining District employee morale. The Board discussed the type of bonuses issued and performance-based salary adjustments for employees. Mr. Brubaker discussed adopting a full step-and-grade pay scale, that allows employees to continually work towards and obtain continual advancement. 2) Mr. Chetterbock gave updates on Cell 4 construction, anticipates completing the liner system soon. 3) Mr. Chetterbock discussed that the new loader is running. A trash rack is still needed and is being fabricated. Mr. Chetterbock was able to obtain a discount due to delayed servicing. 4) Mr. Chetterbock discussed implementing JSS, which will officially kick off in September. 5) Mr. Chetterbock updated on the RFID software implementation. The programmer is working on building a filter to find just the RFID tags (excluding other RFID enabled equipment like toll tags, watches, etc.). 6) Mr. Chetterbock discussed the WYDEQ training on September 11, 2025, including a food compost training seminar, and he shared positive feedback he received on all District employees. 7) Mr. Chetterbock confirmed that the new animal pit is completed. 8) Mr. Chetterbock updated on having completed replacement of the tarps which burned. The Board discussed the Wyoming State Daily's published public service announcement regarding lithium-ion batteries. 9) Mr. Chetterbock again updated on the Cell 4 construction progress. 10) Mr. Chetterbock updated on mattress recycling, to date 2,286 mattresses. Recycling these has saved 9 days of landfill airspace so far. 11) Mr. Chetterbock discussed the upcoming WSWRA conference, including his presentation regarding updating scale house technology. 12) Mr. Chetterbock updated on new tanks for household hazardous waste, and that he will build a platform to reach them. Service anticipated to begin before end of August. 13) Mr. Chetterbock updated on website analytics.

New Business: None.

Old Business: None.

Financial Statement/ Payment of Vouchers: Mr. Varley discussed the financial statement generally. Ms. Apel moved to accept financials as presented by Summit Accounting Services, P.C.; Mr. Brubaker seconded. Motion carried.

Executive Session: None.

Adjournment: Ms. Apel moved to adjourn; Mr. Moss seconded. Motion carried.

Celiste Black

Chairwoman

Larson Apel

Secretary/Treasurer



MADVAC LP61-G PORTABLE LITTER VACUUM

www.madvac.com


Date: 7/24/2025

Payment term: 30% on order/balance net 15 days

PO#:

Freight: Included per Sourcewell Contract

Quote Number:

Bill Location/Fed Tax ID#		Ship Location/ Contact Information
CUSTOMER	Sweetwater County Solid Waste Disposal District #1	TBD
	50 County Road 64	
	Rock Springs Wyoming 82901	
	Att: Mr. Dan Chetterbock	Att:? Dock Door available or extended forks to remove from Truck?

Part #	Description	Unit Price	Quantity	Extended Price
Base Model				
LP61-G	LP61 Gasoline Skid Includes the following standard features: * 360° rotating vacuum hose support boom * Exhaust bag dust control system * Emergency stop button * Standard 25 ft. (7620 mm) vacuum hose, Catch Cover for Bags or Bin as ordered	\$ 23,253	1	\$ 23,253
Available Options				
K61T	Trailer conversion kit	\$ 2,438	1	\$ 2,438
	Ball 2" (K60345)	N/C	1	N/C
K13063	Additional 8 in. (203 mm) diameter X 25 ft (7620 mm) hose extension	\$ 658	1	\$ 658
MV63271	Litter collector bags (100 bags)	\$ 311	1	\$ 311
Extended Warranty Options				
WS61-3	Extended warranty coverage: 2 additional years (3-year / 3000 hours)	\$ 2,065	1	\$ 2,065
Available Options				
Sourcewell Spare Part pricing only with a machine order! Parts@exprolink.com for dealer Price quotes for non-Sourcewell part prices				

End User Sweetwater County Waste Disposal District #1

Sourcewell M# 235187

Sub Total	\$ 28,725
Applied Discount %	0
Applied Discount \$	-
Dealer PDI or Freight	-
Total USD	\$ 28,725

Terms and Conditions

- Quote valid 30 days
- Lead time: 1-2 months once purchase order has been received
- Applicable taxes not included
- Upon delivery, remote operator and maintenance training is available by Exprolink / Madvac or authorized Madvac dealer

Sourcewell members:

- Freight is included with the exception of Hawaii and Alaska
- For Hawaii and Alaska, Exprolink will cover \$1500 freight amount per machine, the rest will be paid by Sourcewell member (freight cost quoted upon shipment)
- Freight will be charged to all Sourcewell members for any consumables/parts-only orders

Non-Sourcewell sales:

Freight is not included and will be quoted upon shipment

CELESTE BLACK
Approved and accepted by (Print Name)

Celeste Black
Signature

8.11.25
Date approved

Special Instructions

- Purchase order to the attention of
Exprolink / Madvac or Dealer
1071 Rue Marie-Victorin
St. Bruno de Montarville J3V0M7
Tel: 855-651-0444
- Please indicate on your purchase order:
 - Sourcewell member number (if applicable)
 - Exprolink / Madvac Sourcewell contract number 093021-EXP (if applicable)
 - Exprolink / Madvac quote number
 - Complete bill-to and ship-to address with contact name and phone number
 - Specify if ship-to address has a loading dock (or not) for delivery (*important)

Sales rep contact info:

Exprolink Contact: Mike Wolnicki 919-215-4675



Yeti Plumbing & Construction

Signature requested on June 24, 2025

Service agreement

Business: Yeti Plumbing & Construction

Yetiplumbing801@gmail.com

867 W 1290 N, Ogden, UT, 84404

(385) 310-4247

Recipient: Dan chettereock

dan.rslandfill@gmail.com

WY

This contract is between Yeti Plumbing & Construction (the "Business") and Dan chettereock (the "Client") dated 06/24/2025.

The Client is hiring the Business for the services described in this contract.

Payment schedule

The Client will pay the Business **\$3,231.66**

Due in full on June 30, 2025

Deposit	\$1,615.83
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Due on June 26, 2025

Balance	\$1,615.83
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Due on June 30, 2025

Deliverables

deposit	
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Total	\$3,231.66
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Terms

Payment methods

Payment will be made to the Business via cash, check, an approved payment card, or by any other payment method determined by the Business.

No refunds

The Customer will be assumed to have accepted the Goods unconditionally unless a claim that the Good(s) are defective is made within [timeframe] from the date of delivery.

Recipient initial

Licensing

The Business promises that it holds all licenses necessary to perform the work, that such licenses are valid and effective as of the date any work is performed or services provided, and that all work performed or services provided will be done in compliance with all applicable federal, state, or local laws and regulations.

Authority to sign

Each party has the authority to enter into this Contract and to perform all of its obligations under this Contract.

Modifications

The Client and the Business must agree to any changes to this contract in writing.

Expenses

Client will reimburse the Business for reasonable expenses incurred by the Business in the provision of services under this Contract.

Warranty

No refunds will be provided for the work completed or services performed under this contract. Services or work completed are warranted to be free from defects in materials or workmanship until [warranty time frame].

Recipient initial

Client will review work

The Client promises to review the work product, to be reasonably available to the Business if the Business has questions regarding this project, and to provide timely feedback and decisions.

Signatures

This contract may be signed electronically or in hard copy. If signed in hard copy, it must be returned to the Business for valid record. Electronic signatures count as original for all purposes.

By typing their names as signatures below, both parties agree to the terms and provisions of this agreement.

Business signature

Owner name	Cody Martin
Owner signature	<i>Cody Martin</i>
Business date signed	06/24/2025

Recipient signature

Recipient name	
Recipient signature	
Recipient date signed	

**AMENDMENT TO AGREEMENT
FOR
ENGINEERING SERVICES
HDR Project #10433152**

Exhibit C

WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into an Agreement on April 14, 2025, to perform engineering services for Sweetwater County Solid Waste Disposal District 1, Rock Springs, Wyoming ("OWNER") for Solid Waste Management Master Plan ("Project"); and

OWNER desires to amend this Agreement for HDR to perform services beyond those previously contemplated; and

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below:

Section I, Scope of Services, shall now include Amendment 01 for a Waste Characterization Study as shown in Exhibit A to this Amendment.

Section IV, Compensation, shall be modified as follows:

Original Fee =	\$199,028
Amendment 01=	<u>\$79,990 Time and Materials</u>
Total New Fee:	\$279,018

Section V, Period of Service, shall be extended to May 31, 2026.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

OWNER	<u>Sweetwater County Solid Waste Disposal District 1</u>
BY:	<u><i>Celeste Black</i></u>
NAME:	<u>CELESTE BLACK</u>
TITLE:	<u>SOLID WASTE DIST. BOARD CHAIR</u>
DATE:	<u>8.11.2025</u>

ENGINEER	<u>HDR Engineering, Inc.</u>
BY:	<u><i>Jason L. Kjenstad</i></u>
NAME:	<u>Jason Kjenstad, PE</u>
TITLE:	<u>Senior Vice President</u>
DATE:	<u>8-5-2025</u>

Exhibit A - Amendment 01

Sweetwater County Solid Waste Disposal District #1 Rock Springs Landfill

Waste Characterization Study

SCOPE OF SERVICES – Amendment 01

The purpose of this Amendment is to describe the objectives, activities, deliverables, key assumptions, and approach that HDR Engineering, Inc. (HDR or ENGINEER) will utilize in conducting a two-season waste characterization study at the Sweetwater County Solid Waste Disposal District #1 (District) Rock Spring Landfill, located in Rock Springs, Wyoming.

This scope of work has been prepared as an Amendment 01 to Solid Waste Management Master Planning Services currently being conducted by HDR. The proposed waste characterization will allow the District to better understand the potential quantity of recyclables and other divertible material being sent to the landfill. This study will collect statistically significant data on the composition of residential sector waste (which includes both single-family and multi-family residences) and industrial/commercial/institutional (ICI) sector waste, as well as mixed loads containing both sectors.

The waste characterization study will be conducted in accordance with the American Society for Testing and Materials (ASTM) Method D5231-92 (2016), Standard Test Method for Determination of the Composition of Unprocessed Municipal Solid Waste. A two-season sort will be conducted to confirm representative sampling of residential waste and ICI waste.

Task 100 – Project Management and Project Initiation

Activities: Upon receipt of the Notice to Proceed and prior to the first characterization event, HDR will schedule a virtual kick-off meeting with District staff and Diversion Designers (SUBCONSULTANT), who HDR has selected to conduct the onsite waste characterization. During the kick-off meeting, the project team will discuss the draft sampling plan, safety considerations, and facilities available for the characterization, and confirm the material types that will be included in the study. The team will also propose dates for onsite waste characterization activities.

The project team will also meet prior to the second characterization event to confirm changes from the first characterization event and seasonal safety considerations.

Planned Meetings: The following meetings will be held virtually with District personnel, up to two (2) HDR team members, and representative(s) from SUBCONSULTANT:

- Kickoff meeting.
- Pre-characterization meeting.
- Program and service area planning meetings (3 total).

Deliverables: The following deliverables will be provided to the District as part of this task:

- Meeting agenda and meeting notes for meetings identified in the 'Planned Meetings' section of this task.
- Draft agendas will be provided to the District prior to meeting time. Similarly, meeting notes will be provided following each meeting.

Key Assumptions: Meetings will be held virtually.

Task 200 – Two-Season Waste Characterization

Activities: HDR will coordinate with the District and SUBCONSULTANT as needed during the two-season waste characterization event. The onsite field team will include a sort lead, sample lead, and four sorters.

The study will include physical sorting of approximately 40 samples per week, for a total of 80 samples. The samples will be 200-250 pounds each. The scope of services includes five days of sampling per season, plus a day each for mobilization and demobilization, for a total of 14 days of labor over the study.

Samples will be selected randomly to remove sampling bias. Selected loads of waste will be tipped in the designated sorting area and hand-sorted into the component categories. A range of plastic bins with sealed bottoms will be used to contain the separated components. The materials will be sorted to a particle size of 2 inches or less by hand, until no more than a small amount of homogeneous fine material (“mixed residue”) remains. This layer of mixed 2-inch-minus material will be allocated to the appropriate categories based on the best judgment of the Sort Lead.

The Sort Lead will be responsible for overseeing weighing and data recording of each sample. Once each sample has been sorted, the weigh-out will be performed. Each bin containing sorted materials from the just-completed samples will be carried to a digital scale and weighed.

At the end of each sorting day, sensitive equipment will be secured. Durable equipment will be left in place at the end of the first sorting day for use the following day. At the end of the week, equipment used in sorting will be removed from the site, and disposable materials will be discarded.

Planned Meetings: None anticipated.

Deliverables: Data collected during the two-season sampling events will be collected as handwritten field sheets and compiled in Excel files. Data will be incorporated into the final report.

Key Assumptions: The two-season waste sort is anticipated to occur in September 2025 and February 2026. The exact week for each event may change based on the availability of staff and coordination with District personnel.

The District will provide an appropriate location for conducting the sorting study, including restrooms and handwashing facilities. If these facilities are not available, rental costs will be added at cost.

District staff will provide operational support, such as an operator and bucket loader for sampling and transfer of sorted waste to the disposal area of the Landfill.

Task 300 – Preparation of Preliminary (Season 1) Report

HDR Activities:	Consistent with ASTM standards, our analysis of waste composition data normalizes each manually sorted sample by converting the sample data from weight to percentage. A statistical analysis is performed to calculate the mean composition for each of the material categories. The standard deviation, as well as confidence intervals at a 90 percent level, will be provided for each material category, as statistically appropriate, as well as major material groups such as paper, plastic, etc. Following the first season sorting event, the data will be evaluated, and preliminary results will be provided to the District. A brief report summarizing the study purpose and methodology, the results of the waste sort, and issues and resolutions encountered during the first sort will be provided.
Planned Meetings:	No meetings are planned specifically for this task.
Deliverables:	The following deliverables will be provided to the District as part of this task: • Draft and final preliminary report
Key Assumptions:	Comments received by the District on the draft report will be incorporated into the final report. Comments from the District will be provided in a single set of non-conflicting comments. The draft report will be provided as a Word document for ease of review.

Task 400 – Preparation of Final Report and Presentation

HDR Activities:	Following the second sorting event, a more detailed draft project report will be provided that includes results from both sorting events as well as combined data findings. The project report will summarize the study purpose and methodology, the waste composition results, distribution of results by waste-generating sector, an appendix documenting issues and resolutions encountered during each study, and final waste composition tables. The draft report will be presented to the District within 45 days following the completion of the final field study. Comments received from the District during their review of the draft report will be incorporated into a final report. The final report will identify material categories and sectors with high potential for additional diversion, recovery, or reuse.
Planned Meetings:	One in-person meeting to present key findings from the study. One HDR team member will present the findings. The meeting will be scheduled for approximately two hours.
Deliverables:	The following deliverables will be provided to the District as part of this task: • Draft and final report. • PowerPoint presentation to District.
Key Assumptions:	Comments received by the District on the draft report will be incorporated into the final report.

Comments from the District will be provided in a single set of non-conflicting comments. The draft report will be provided as a Word document for ease of review.

Findings from the final report will be considered during HDR's Solid Waste Management Master Planning Services.

A final presentation will be conducted by HDR at a mutually agreed-upon date and at a location provided by the District.

PART 3.0 OWNER'S RESPONSIBILITIES:

Owner's responsibilities are described in the following bullets:

- Provide input on material list used for the waste characterization study.
- Provide space for the waste characterization study away from landfill operational equipment with access to restrooms and handwashing facilities.
- Provide operational support, such as an operator and bucket loader for sampling and transfer of sorted waste to the disposal area of the Landfill.
- Provide comments on draft deliverables in a timely manner.

PART 4.0 PERIODS OF SERVICE:

HDR is available to start on this project upon receipt of notice to proceed and the fully executed Amendment 01 to the Solid Waste Management Master Planning Services. Based on the District and HDR project team schedules, we anticipate completing the project within eight (8) months of notice to proceed, depending on scheduled dates of waste characterization events.

PART 5.0 PAYMENTS TO ENGINEER:

Compensation for the services described herein shall be on a time and materials basis in accordance with the attached rate schedule for a total fee of \$79,990. The SUBCONSULTANT's proposal has been incorporated into the overall project budget and is attached to this scope of work. ENGINEER will add ten percent (10%) to invoices received by ENGINEER from SUBCONSULTANT to cover supervision, administrative, and insurance expenses.

Task Description	Total Budget
Task 100 – Project Management and Project Initiation	\$3,000
Task 200 – Two-Season Waste Characterization	\$62,290
Task 300 – Preparation of Preliminary (Season 1) Report	\$5,250
Task 400 – Preparation of Final Report and Presentation	\$9,450
Total Approved Budget	\$79,990

**MEMORANDUM OF UNDERSTANDING
BETWEEN
RAY LOVATO RECYCLING CENTER
AND SWEETWATER COUNTY SOLID WASTE DISTRICT #1**

Exhibit D

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Ray Lovato Recycling Center (hereinafter referred to as "Recycling Center"), whose address is 100 Sheridan Street, Rock Springs, WY 82901, and the Sweetwater County Solid Waste Disposal District #1 (hereinafter referred to as "Solid Waste District"), whose address is 50 Co Rd 64, Rock Springs, WY 82901.

2. Purpose. The Solid Waste District is desirous of utilizing the services of the Recycling Center to enhance the Solid Waste District's diversion program to potentially increase the economic life of the current landfill system. The purpose of this MOU is to establish the terms and conditions of a mutually beneficial relationship between the Recycling Center and the Solid Waste District and to set forth the terms under which services shall be provided; including but not limited to operations, funding and reporting.

3. Term of MOU. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for the balance of the 2025-2026 fiscal year of the Solid Waste District, ending June 30, 2026, unless otherwise extended through a mutually agreed upon amendment.

4. Responsibilities of Recycling Center. The Recycling Center shall:

- a) Provide professional recycling services to the residents and businesses within the Solid Waste District.
- b) Continue to seek additional funding sources for its operations and capital needs.
- c) Coordinate and communicate with a liaison appointed by the Solid Waste District to ensure:
 - a. Short and Long-Term Plans are developed for the continuation and growth of recycling services within the Solid Waste District
 - b. Continued communication between the parties remains open and transparent.

5. Responsibilities of Solid Waste District. The Solid Waste District shall:

- a) Provide Two Hundred Thousand Dollars (\$200,000.00) in funding to assist in operating expenses of the Recycling Center. Funding shall be provided in a single payment by September 16, 2025.
- b) Work alongside the Recycling Center to support its efforts to secure the equipment and/or facilities necessary to support the launch of curbside recycling services within the boundaries of the Solid Waste District.
- c) Designate a Board Member as a liaison to the Recycling Center to:
 - a. Provide a clear line of communication from the Recycling Center to the Solid Waste District.
 - b. Participate in short and long-term planning for the continuation and growth of recycling services within the Solid Waste District.

6. General Provisions

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the District Court of Sweetwater County, Wyoming.

D. Entirety of Agreement. This MOU, consisting of two pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

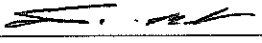
E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

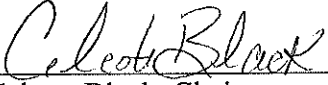
The effective date of this MOU is the date of the signature last affixed to this page.

**RAY LOVATO
RECYCLING CENTER**


Devon Brubaker, President

8-11-2025
Date

**SWEETWATER COUNTY
SOLID WASTE
DISPOSAL DISTRICT #1**


Celeste Black, Chairman

8-11-25
Date