

Solid Waste & Recycling Contract

On this _____ day of _____, 2024, it is hereby agreed between the City of Paullina, Iowa, a municipal corporation, hereinafter referred to as "Paullina," and Waste Connections of Iowa, Inc. d/b/a, Town & Country Disposal, hereinafter referred to as "Town & Country," as follows:

WHEREAS, Paullina has enacted a resolution to award a contract to Town & Country for collection of solid waste and recyclables within the incorporated limits of Paullina, and

WHEREAS, Town & Country wishes to enter into such a contract for collection of solid wastes and recyclables within Paullina, the parties hereby agree:

1. Paullina grants to Town & Country the exclusive right to collect and dispose of solid waste and recyclables within the incorporated limits of Paullina for a five (5) year period, commencing July 1, 2024, and ending June 30th, 2029 (the "Term").

2. There shall be once weekly residential solid waste collection and twice a month recycling pickup. All trash and recycling must be at the curb by 6 A.M. Town & Country will not start pickup before 6 A.M. unless special permission is granted by the city. On collection days Town & Country shall collect:

a. All household garbage as defined by the Iowa Department of Natural Resources. The same shall be placed 65-gallon carts provided by the hauler. The same shall be placed at curbside unless otherwise agreed to between Town & Country and the person or entity from whom said solid waste is being collected. If landfill or other legally binding regulations require different receptacles, then this contract shall automatically be amended to comply with such future regulations.

b. Construction and/or demolition material shall be collected by Town & Country, but only on terms to be negotiated between Town & Country and the person or entity wishing to dispose of construction and/or demolition material. The person or entity wishing to dispose of the same shall pay the cost of such collection directly to Town & Country. Town & Country shall be responsible for billing for such collections.

3. Extras and special services:

a. Town & Country shall also collect sinks, bathtubs, toilets, rugs, carpets, bedsprings, mattresses, small amounts of construction materials, etc. Such collections shall be upon terms negotiated between Town & Country and the person or entity wishing such collection.

b. Paullina may provide a spring cleanup day. Cleanup day costs will be subject to cost of living increases each year. The cost of said collections shall be paid by Paullina directly to Town & Country.

4. Collection of solid waste or recyclables at the curbside shall not be required of elderly or handicapped citizens so long as said citizens exempt Town & Country from any and all

liability in Town & Country's collection of garbage and waste from a location other than the curbside.

5. Paullina shall require its waste generators to assemble solid waste and recyclables in a neat and orderly manner for purposes of Town & Country's collection of the same. Likewise, Town & Country shall leave premises collected from in a neat and clean condition.

6. Town & Country shall make collections of solid waste from commercial establishments weekly or bi-weekly where necessary. "Commercial establishments" are defined as establishments where retail, wholesale, or manufacturing businesses are carried on.

7. Town & Country shall keep records of the volume of garbage and rubbish hauled from commercial locations, on a monthly basis, if requested by Paullina.

8. Town & Country will provide commercial dumpster rentals at the following rates:
1.5cu. yd \$15.00
3 cu. yd. \$18.00
4 cu. yd. \$20.00

9. In the event Paullina intends to advertise for garbage collection bids or proposals at the expiration of this contract, Paullina will give Town & Country one hundred eighty {180} days' notice of said intention, in writing, by certified mail. The date of mailing of said notice shall be the date from which this one hundred eighty {180} days period shall commence.

10. Town & Country shall provide insurance with minimums as stated, and he shall provide proof of said insurance to Paullina:

- a. Liability/property damage \$500,000
- b. Automotive liability \$500,000
- c. Umbrella coverage for subparagraphs a & b above \$1,000,000
- d. Statutory workers compensation insurance for Town & Country employees.
- e. *Bodily Injury should be at least \$100,000 per person with \$300,000 per occurrence and property damage should be \$50,000 to be in accordance with City Code. Employees. All labor required to perform this agreement shall be at the collector's expense and shall be the collectors employees. The collector shall be an independent contractor and not an employee of the City of Paullina. The City shall not be liable for the acts and/or omissions of the collector or its employees. The Collector shall indemnify and hold the City harmless as to any liability and legal defense costs arising from its actions and those of its employees.*

11. Town & Country acknowledges that they are required to collect and dispose of all legal solid waste from all customers in Paullina, and Town & Country cannot arbitrarily refuse service to anyone. When solid waste contains materials such as concrete, hot ashes, hazardous or toxic materials or any other materials requiring special equipment or precautions in handling and disposal (collectively, “Unacceptable Waste”), the customer may be assessed a charge in addition to regular charges. Said charge will be negotiated prior to loading the Unacceptable Waste onto the collection vehicle. If the affected customer is not available to negotiate or if the parties are unable to agree upon a charge for the handling of the Unacceptable Waste, Town & Country shall have no obligation to collect and transport the Unacceptable Waste. A part of the charge for collection will include the gate fee that will be charged at the applicable disposal site.

Title to all solid waste and recyclable material shall pass to Town & Country upon its being loaded onto Town & Country’s collection vehicle. Those residents receiving services within Paullina shall not deposit in Town & Country’s equipment or place for collection by Town & Country any Unacceptable Waste. Title to and liability for any Unacceptable Waste shall remain with the resident and/or generator of such Unacceptable Waste, even if the franchisee inadvertently collects and disposes of such Unacceptable Waste. Notwithstanding any other term contained herein, Town & Country shall have no obligation to collect any material which is, or which Town & Country reasonably believes to be Unacceptable Waste.

12. Paullina shall pay Town & Country the sum of \$5362.77 per month, for garbage services, for the 5 years of this contract, provided pursuant to this contract, with the first payment being due on August 1, 2024, and all subsequent payments during the Term being due on the first day of the month thereafter, unless the first day falls on a Saturday, Sunday, or holiday, in which event said sums are due and payable the next following business day. Paullina will also pay \$2.00 per month, per residential dwelling for recycling services.

13. Town & Country’s compensation as set forth in paragraph 12 of this contract is partially based on Town & Country’s performance as regulated by existing statutes, regulations, rules, taxes, fees, etc. (“Regulations & Taxes”) imposed by various federal, states and local agencies and municipalities. In the event such Regulations & Taxes should change, or new Regulations & Taxes should be enacted or imposed during the Term, which would result in increased or decreased costs of operation by Town & Country, then the parties agree they will amend the compensation provisions of paragraph 12 to reflect any changes caused by such Regulations & Taxes. Furthermore, in the event Town & Country’s costs for disposal, fuel and/or other operating costs relating to this contract should increase during the Term, then the parties agree they will amend the compensation provisions of paragraph 12 to reflect any changes caused by such increased costs. Base price for fuel from previous contract was \$3.75 per gallon.

14. *In the event of a default in the performance of this Agreement, the party claiming default shall give written notice to the other party of the claimed default and of the actions required to cure the default. The party alleged to be in default shall have a period of then (10) days from the date of receipt of notice of default to cure the default. If the default is cured, this Agreement shall continue as if no default had occurred. If a default is not timely cured, the party claiming default may terminate this Agreement effective immediately upon delivery of a notice of termination to the*

other party. The Clay County District Court shall have exclusive jurisdiction of any disputes arising under this Agreement.

15. In the event a dispute should arise pursuant to this contract between Paullina and Town & Country, such dispute shall be submitted to binding arbitration. In that event, Paullina shall choose one arbitrator; Town & Country shall choose one arbitrator and said two arbitrators shall choose another arbitrator. The decision of a majority of the three arbitrators as to any dispute shall be binding on the parties. In the event either party breaches this contract, or a dispute arises between the parties hereto for interpretation or enforcement of this contract, the prevailing party shall be entitled to reasonable attorney fees and costs.

16. Town & Country may assign or transfer their rights under his contract only with written approval of Paullina, which will not be unreasonably withheld.

17. *In the event that any provision of this agreement is held invalid, illegal or unenforceable, in whole or in part, then the remaining provisions of this agreement shall not be affected thereby and will continue to be valid or enforceable. If, for any reason, a court finds that any provision herein must be limited in some manner to be valid, legal, and enforceable, then any such provision shall be deemed to be written, construed, and enforced as so limited.*

Dated at Paullina, Iowa this _____ day of _____, 2024.

CITY OF PAULLINA

WASTE CONNECTIONS OF IOWA, INC.
D/B/A TOWN & COUNTRY DISPOSAL

By: _____
Mayor

By: _____
District Manager

ATTEST:

Clerk