

**EXCLUSIVE FRANCHISE AGREEMENT  
FOR THE COLLECTION, HAULING AND DISPOSAL OF  
MUNICIPAL SOLID WASTE, RECYCLABLE MATERIALS, AND CONSTRUCTION  
AND DEMOLITION WASTE  
IN THE CITY PAULLINA, IOWA**

THIS EXCLUSIVE FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of August 1, 2024, by and between **Waste Connections of Iowa, Inc. d/b/a, Town & Country Disposal** (the "Service Provider"), and the **City of Paullina, Iowa** (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste, Recyclable Materials, and Construction and Demolition Waste (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

**SECTION 1. DEFINED TERMS.**

The following terms, as used herein, will be defined as follows:

**Bag** – Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total capacity of a bag will be between thirty to thirty-five (30-35) gallons and the weight of a bag, and its contents shall not exceed thirty-five (35) pounds.

**Bundles** – Items measuring less than three (3) inches in diameter and less than four (4) feet in length and collectively weighing less than thirty-five (35) pounds, which are securely fastened together, including, but not limited to, newspapers and magazines.

**Business Day** – Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

**Commercial Unit** – Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its business,

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including, but not limited to, restaurants, stores, warehouses, factories, malls, schools, hospitals, health care facilities, and sports facilities or complexes.

**Construction and Demolition Waste** – Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Excluded Waste or Municipal Solid Waste.

**Container** – Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Out Carts, whether utilized by a Residential, Commercial, Industrial, Municipal or other application for collecting Municipal Solid Waste or Construction and Demolition Waste.

**Customer** – Any person, entity, organization or the like receiving Services or required to receive Services pursuant to this Agreement.

**Excluded Waste** – Any Hazardous Waste and any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic material as defined by applicable federal, state or local laws or regulations.

**Hazardous Waste** – Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any applicable federal or state statute, rule, order or regulation.

**Holidays** – The following days:

- (1) New Year's Day (January 1<sup>st</sup>)
- (2) Thanksgiving Day
- (3) Christmas Day (December 25<sup>th</sup>).

**Industrial Unit** – Any manufacturing or agricultural facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its operations.

**Landfill** – Any facility or area of land lawfully receiving Municipal Solid Waste or Construction and Demolition Waste for disposal.

**Municipal Facilities** – Only those specific municipal locations as set forth in this Agreement.

**Multi-Family Residential Unit** – Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste.

**Municipal Solid Waste** – Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Excluded Waste.

**Recyclable Materials** – Any non-contaminated materials, which may include but may not be limited to paper, cardboard, plastics, textiles, and wood. Recyclable Materials does not include Municipal Solid Waste, Construction and Demolition Waste, or Excluded Waste. No glass will be allowed.

**Residential Unit** – Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

**Temporary Roll-Off** – A Container with twenty - thirty (20-30) cubic yards of capacity.

**Roll-Out** – A Container with forty-eight (48) gallon, sixty-five (65) gallon, or ninety-five (95) gallons of capacity.

**Single-Family Residential** – Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

**Solid Waste** – As defined by the EPA under 40 C.F.R. § 261.2(a)(1) or by applicable state laws, including, without limitation, any such waste that is mixed with or that constitutes Recyclable Materials.

**White Goods** – Any item not measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a

bathtub, heater, hot water heater, refrigerator, sink or washer and dryer. White goods are not accepted by Service Provider.

**SECTION 2. EXCLUSIVE FRANCHISE GRANT.**

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of all Municipal Solid Waste, Recyclable Materials and Construction and Demolition Waste, the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste, Recyclable Materials and Construction and Demolition Waste over, upon, along, and across the City's present and future streets, alleys, bridges and public properties. In order to maintain the exclusive franchise in favor of the Service Provider contained herein, the City may take any appropriate action against any company, Customer or third-party infringing upon the exclusive rights of the Service Provider. In addition (and regardless of the City's actions), the Service Provider may independently enforce the exclusivity provisions of this Agreement against third-party violators, including, but not limited to, seeking injunctive relief, and the City shall reasonably cooperate in such enforcement actions brought by the Service Provider.

**SECTION 3. OPERATIONS.**

A. Scope of Operations. The Service Provider will collect, haul and dispose of all Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials (as provided herein) (i) generated and accumulated by Commercial, Industrial, and Residential Units, and Municipal Facilities (ii) placed within Containers by those Commercial, Industrial, and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated by those Commercial, Industrial, and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services"). Any Customer that does not already have service with the Service Provider shall call directly into the Service Provider's office to begin service and receive its respective Container.

B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials, the title to all Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials collected,

hauled and disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties.

C. Title to Waste. Title to and liability for Municipal Solid Waste, Construction and Demolition Waste, and Recyclable Materials shall pass to the Service Provider upon loading of such materials into the Service Provider's trucks. All Customers shall not deposit in the Service Provider's equipment or place for collection by the Service Provider any Excluded Waste. Notwithstanding any other term contained herein, the Service Provider shall have no obligation to collect any material which is, or which the Service Provider reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with the Customer, even if the Service Provider inadvertently collects and disposes of such Excluded Waste. If the Service Provider finds what reasonably appears to be discarded Excluded Waste, Service Provider shall notify the Customer and the City.

D. Recyclable Materials. The owners and occupants of any Commercial, Industrial and Residential Units, and the City, as applicable, agree to comply with any description of and/or procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided by Service Provider. If any Commercial, Industrial, and Residential Unit, or the City, as applicable, fails to do so, Service Provider may decline to collect such materials without being in breach of this Agreement. Service Provider shall not be responsible for and has not made any representation regarding the ultimate recycling of such Recyclable Materials by any third party facilities.

#### **SECTION 4. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTION.**

A. Single-Family Residential Units. The Service Provider will collect Municipal Solid Waste from Single-Family Residential Units on a regular schedule of once per week; provided, that (i) such Municipal Solid Waste is placed in Containers provided by Service Provider, and (ii) such Containers are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 6:00 a.m. on the scheduled collection day.

The Service Provider will collect Recycling Waste from Single-Family Residential Units on a regular schedule of twice per month; provided, that (i) such Municipal Recycling is placed in Containers provided by Service Provider, and (ii) such Containers are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 6:00 a.m. on the scheduled collection day.

B. Excess or Misplaced Municipal Solid Waste. The Service Provider shall collect all Municipal Solid Waste placed within the Roll-Out Containers provided by the Service Provider. Any waste outside the Roll-Out Containers will not be collected unless arrangements and fees are made directly with the Service Provider. The Service Provider will not be required to provide Service when Containers are located near cars, mailboxes, or other obstructions in a way that the Service Provider reasonably determines creates an unsafe condition that could cause damage to property or injury to persons.

**SECTION 5. COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.**

The Service Provider will collect Municipal Solid Waste from Commercial generators on a schedule of twice per week. Commercial generators shall provide their own commercial solid waste containers, which are acceptable to the Service Provider, or may lease containers from the Service Provider, which will be billed to the City. The Service Provider shall only be responsible for collecting, hauling, and disposing of Municipal Solid Waste placed inside the agreed upon Containers. The Service Provider shall be compensated for any additional Services and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

**SECTION 6. SPECIAL COLLECTIONS AND SERVICES**

- A. City Hall. At no cost to the City, the Service Provider will provide one (1) 65-gallon Cart to collect Municipal Solid Waste at City Hall, as needed on service days.
- B. Annual Community Clean-Ups. For an additional cost to the City, the Service Provider may provide a clean-up day to collect Municipal Solid Waste at the City's annual community clean-up event. The event shall be only for the residents of the City and shall be scheduled for a time agreed upon between the City and the Service Provider for the residents to dispose of unwanted items (excluding Excluded Waste, tires and batteries). The City and Service Provider shall mutually agree upon the dates for the clean-up event. The Service Provider will not be expected to collect excessive waste, unsecured waste, or any waste that creates unsafe conditions that could cause damage to property or injury to persons.

- C. Any Services set forth in this Section that are not utilized by the City within any contract year will not carry over to the next contract year.
- D. The City will be responsible for all landfill fees associated with the collection of residential and commercial Solid Waste collected.

**SECTION 7. TITLE TO AND RESPONSIBILITY FOR EQUIPMENT.**

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider. However, each Customer shall have care, custody and control of the equipment while at the respective service locations. Customers shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers must provide unobstructed access to the equipment on the scheduled collection days. The word "equipment" as used in this Agreement shall mean all Containers or other equipment provided by the Service Provider in relation to the Services. In the event a Container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a Customer (excluding normal wear and tear), the Customer will be charged for the resulting repairs or replacement and such amounts must be paid to Service Provider upon demand.

**SECTION 8. RATES AND FEES.**

The initial rates and fees to be charged by and paid to the Service Provider are set forth on Exhibit A attached hereto and incorporated by reference.

**SECTION 9. RATE ADJUSTMENTS.**

A. Disposal and Governmental Fee Cost Adjustments. At any time during the term of this Agreement, the Service Provider may also increase the rates set forth in this Agreement to pass through documented increases in disposal fees (such as any increased landfill tipping fees), increases in the Service Provider's costs due to changes in local, state or federal rules, ordinances or regulations applicable to the Service Provider's operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to the Service Provider (other than income or real property taxes).



B. Operating Cost Adjustments. At any time during the term of this Agreement, the Service Provider may also petition the City for additional rate and price adjustments at reasonable times on the basis of material, fuel, or unusual changes in its costs of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase, the Service Provider may, in its sole discretion, terminate this Agreement upon ninety (90) days' written notice to the City.

**SECTION 10. EXCLUSIONS.**

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Excluded Waste.

**SECTION 11. TERM OF AGREEMENT.**

The term of this Agreement shall be for a period of One (1) years, commencing on July 1, 2024, and concluding on June 30, 2025 (the "Initial Term"). At the expiration of the Initial Term of this Agreement, the parties hereto may mutually agree to extend the Agreement for successive periods of five (5) years (each, a "Renewal Term," and together with the Initial Term, the "Term").

**SECTION 12. ENFORCEMENT.**

The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial, or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Commercial, Industrial, and Residential Units for the purposes of rendering the Services contemplated hereby.

**SECTION 13. PROCESSING, BILLING AND FEES.**

- A. Monthly Statements. The Service Provider will invoice the City monthly according to the rates and fees set forth on Exhibit A attached hereto and incorporated herein by reference. The City shall pay all invoiced amounts to the Service Provider within 30 days of each invoice date provided. The City is solely responsible for invoicing and collecting payments from all Customers.
- B. Taxes. The City shall also be responsible for paying any and all sales, use, and service taxes assessed or payable in connection with the Services.
- C. Bad Debt; Unpaid Amounts. Payments owed to the Service Provider are not dependent or contingent upon the City collecting any amounts from Customers. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Commercial, Industrial, or Residential Unit.
- D. Billing for Temporary Roll-Off Services. Notwithstanding the above, the Service Provider will bill and collect directly from Customers all Temporary Roll-Off containers for Services performed with respect to Temporary Roll-Off Containers. Each individual Commercial, Industrial, or Residential Unit shall call into Service Provider directly to set up Temporary Roll-Off Services, which may be serviced in Service Provider's sole discretion.

#### **SECTION 14. SPILLAGE.**

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste, Recyclable Materials or Construction or Demolition Waste not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste, Recyclable Materials or Construction or Demolition Waste placed outside of the Containers by any Commercial, Industrial, or Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial, or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste or Construction or Demolition Waste. Should such excess Municipal Solid Waste, Recyclable Materials or Construction or Demolition Waste continue to be placed outside of the Containers, the City shall require such Commercial, Industrial, or Residential Units to increase the frequency of collection of such Municipal Solid Waste, Recyclable Materials or Construction or Demolition Waste, or require the Commercial, Industrial, or Residential Units to utilize a Container with sufficient capacity so the excess Municipal Solid Waste, Recyclable Materials or Construction or

Demolition Waste will be regularly contained. The Service Provider shall be compensated for these additional Services and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

**SECTION 15. NON-COLLECTION NOTICE AND FOLLOW-UP.**

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial, or Residential Unit fails to timely or properly place a Container as directed in this Agreement, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume, or weight of Municipal Solid Waste, Recyclable Materials or Construction and Demolition Waste to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste, Recyclable Materials or Construction and Demolition Waste.

B. Notice from a Commercial, Industrial or Residential Unit. In the event that the Service Provider fails to collect Municipal Solid Waste, Recyclable Materials or Construction or Demolition Waste from a Commercial, Industrial, or Residential Unit without cause, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste or Construction and Demolition Waste within one (1) Business Day of the Service Provider receiving written notice.

**SECTION 16. HOURS OF SERVICE.**

For all the Services provided hereunder, the Service Provider's hours of service shall be between 6:00 a.m. to 7:00 p.m., Monday through Friday from October – April, and 6:00 a.m. to 7:00 p.m., Monday through Friday from May - September. The Service Provider, at its sole discretion, has the option to observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such Services on a Business Day that is agreed upon to replace the Holiday.

**SECTION 17. CUSTOMER SERVICE.**

The City shall field all inquiries and complaints from Residential Units relating to the collection, hauling and disposal of Municipal Solid Waste. The Service Provider and the City agree to

cooperate with each other in the response to any such inquiries and the resolution of any such complaints.

**SECTION 18. COMPLIANCE WITH APPLICABLE LAWS.**

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Municipal Solid Waste, Recyclable Materials and Construction and Demolition Waste.

**SECTION 19. PAVEMENT.**

The City warrants that the City's pavement, curbing or other driving surface or any right of way reasonably necessary for the Service Provider to provide the Services described herein are sufficient to bear the weight of all of the Service Provider's equipment and vehicles reasonably required to perform such Services. The Service Provider will not be responsible for damage to any such pavement, curbing, driving surface or right of way, except to the extent resulting from the Service Provider's negligence or willful misconduct.

**SECTION 20. INSURANCE COVERAGES.**

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in amounts equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker's Compensation	Statutory
(2) Employer's Liability	\$1,000,000
(3) Bodily Injury (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate
(4) Property Damage Liability (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate
(5) Automobile Bodily Injury Liability	\$1,000,000 per person; \$2,000,000 per occurrence
(6) Automobile Property Damage Liability	\$1,000,000 per occurrence
(7) Excess or Umbrella	\$1,000,000 per occurrence

Upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section.

**SECTION 21. INDEMNITY.**

The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants (collectively, the "Indemnified Parties"), individually and collectively, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) (collectively, the "Claims") to the extent caused by any negligent act or omission or willful misconduct of the Service Provider, its officers and employees. Notwithstanding anything to the contrary contained herein, the Service Provider shall have no obligation to indemnify the Indemnified Parties to the extent any such Claims arise out of: (i) the acts or omissions of any Indemnified Party, (ii) the City's breach of any of the terms, conditions, representations, or warranties contained in this Agreement, or (iii) the violation of any law, rule, regulation, ordinance, order, permit, or license by any Indemnified Party.

**SECTION 22. SAVINGS PROVISION.**

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

**SECTION 23. TERMINATION.**

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

**SECTION 24. FORCE MAJEURE.**

Except for the payment of amounts owed hereunder, the performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such

performance is prevented by a cause or causes beyond reasonable control of such party, but only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, epidemic, pandemic, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

**SECTION 25. GOVERNING LAW.**

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State where the Services are performed, without giving effect to the conflict of laws rules thereof.

**SECTION 26. WAIVER.** Any failure by either party to enforce the provisions of this Agreement shall in no way constitute a waiver by such party of any contractual right hereunder, unless such waiver is in writing and signed by such party.

**SECTION 27. ATTORNEYS' FEES.** In any dispute relating to this Agreement, the prevailing party shall fully recover from the non-prevailing party all fees, costs and expenses that the prevailing party reasonably incurred in such dispute, including, without limitation, reasonable attorneys' fees and expenses. In determining which party is the "prevailing party," the Court: (a) **must** take into account the claims pursued, the claims on which the pursuing party was successful, the claims on which the defending party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party; and (b) **must not** take into account any other factors provided by law or otherwise.

**SECTION 28. NOTICES.**

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

If to the Service Provider:

Waste Connections of Iowa, Inc.  
d/b/a Town & Country Disposal  
809 N 2<sup>nd</sup> Ave E  
Rock Rapids, IA 51246  
Attn: Josh Rittenhouse

With a Copy to:

Waste Connections  
3 Waterway Square Place, Suite 110  
The Woodlands, Texas 77380  
Attn: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

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PASSED AND APPROVED BY THE CITY OF PAULLINA CITY COUNCIL MEETING AT  
A TIME, AND PLACE IN COMPLETE CONFORMITY WITH ALL APPLICABLE OPEN  
MEETING LAWS AND ALL OTHER APPLICABLE LAWS THIS \_\_\_ DAY OF  
\_\_\_\_\_, 2024.

SERVICE PROVIDER:  
WASTE CONNECTIONS OF IOWA, INC.

CITY:  
PAULLINA, IOWA

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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## **Exhibit A**

### **Rates and Service Levels**

#### Services for Single-Family Residential Units:

- For solid waste trash collection and transportation services provided pursuant to this Agreement, the City shall pay to Service Provider the amount of \$5,362.77 per month during the Term of this Agreement.
- Service Provider will impose a charge of \$2.00 per month, per residence, for each 95-gallon recycling cart during the Term of this Agreement.
- The City shall pay all landfill tipping charges associated with the dumping of all Solid Waste fees during the Term of this Agreement.

#### Services for Commercial Units:

- Rent for any Commercial Containers provided by Service Provider will be billed directly to the City. Rental of dumpsters will be subject to annual price increases.

#### Special Services:

- Cleanup day costs will consist of a trip fee for each load of trash collected with costs of landfill being billed directly to the City of Paullina. Trip fees will be subject to cost of living increases each year.

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