

SERVICE AGREEMENT

CUSTOMER:

City of Columbia Heights
3989 Central Ave NE
Columbia Heights, MN 55421

COMPANY:

Walters Recycling and Refuse
2830 101st Ave NE
Blaine MN 55449

Effective Date: 1-1-26

Service Locations and Pricing: See attached Schedule A

Customer Representative: Jesse Davies

jdavies@columbiaheightsmn.gov

763-290-4346

Terms and conditions of this Agreement shall include collection and disposal of solid waste and/or recycling generated by Customer (“Acceptable Waste”) excluding hazardous, radioactive, volatile, highly flammable, explosive or toxic material. Company shall acquire title to the Acceptable Waste when such waste is loaded into Company’s trucks.

Customer acknowledges that it has care, custody and control of equipment owned by Company and accepts responsibility for the equipment and its contents except when it is being physically handled by employees of Company. Customer agrees to defend, indemnify and hold harmless Company from and against any and all claims for any loss or damage to property, or injury to or death of person or persons resulting from or arising in any manner out of Customer’s use, operation or possession of the equipment furnished under this Agreement, or resulting from Company’s collection from Customer of any non-Acceptable Waste.

This Agreement is subject to delays and non-performance caused by strikers, riots, war, fires, acts of God, accidents, inclement weather, government orders and regulations, and other similar or different contingencies beyond the reasonable control of Company and shall not constitute a default by the Company.

Customer recognizes the difficulty of ensuring that the Customer’s pavement or driving surface is adequate to bear the weight of Company’s vehicles. Therefore, Customer agrees that Customer will be responsible for any damage to Customer’s pavement, curbing or driving surfaces resulting from the weight of Company’s vehicles providing service at the Customer’s location.

The initial term (“Term”) of this Agreement is thirty-six (36) months from the “Effective Date” above.

During the Term of this Agreement, Company guarantees the first-year price as shown on Schedule A and guarantees a maximum rate increase of 6 % in the second and third years.

Since dumping fees, tipping fees, disposal charges, fuel costs, and governmental taxes, fees or charges (“Outside Costs”) constitute a significant portion of the cost of the services Company provides, Customer agrees that if disposal price increases and the CPI: Urban Consumer – Garbage and Trash Collection exceeds 6% the Company can increase the pricing proportionately to adjust for this increase in Outside Costs without affecting the validity of this Agreement.

The City of Columbia Heights can terminate this agreement with a 60-day written notice if Company violates the terms of this agreement, if such violation has occurred a second time (after Failure to Perform notice was sent for the first offense). The City will notify the Company in writing of the repeated conditions leading to the termination actions. The Company can appeal to the City in writing prior to the termination of agreement.

TERMS: Payment shall be due in full within thirty (30) days of date of statement or invoice. Customers agree to pay 18% per year, or the maximum allowed by law, whichever is less, on any past due payment. Customer agrees in the case of default in payment or performance of this Agreement that Customer shall pay all collection costs, attorney fees and legal expenses incurred by Company in enforcing payment or performance.

ACCEPTED: Customer

ACCEPTED: Company

By _____

Date

By _____

Date

SCHEDULE A

Public Works Yard:

637 38th Ave NE

Columbia Heights, MN 55421

- One 20 yard box for trash emptied weekly during the parks season and monthly in the winter
 - Haul = \$150
 - Disposal = \$110/ton
 - No fuel or other hidden fees, 17% Anoka county tax
- One 20 yard box for scrap metal on call usually 4 times/year
 - Haul = \$185
 - Disposal = Dump at ReAlliance metals, 100% rebate on value of the material
 - No fuel or other hidden fees
- One 20 yard box for brush on call usually monthly
 - Haul = \$150
 - Disposal = \$50/ton
 - No fuel or other hidden fees

Recycle Center

3801 Madison St NE

Columbia Heights, MN 55421

- One 20 yard box for scrap metal on call usually monthly
 - Haul = \$185
 - Disposal = Dump at ReAlliance metals, 100% rebate on value of the material
 - No fuel or other hidden fees