AGREEMENT OF RENEWAL

OF WASTE COLLECTION SERVICES CONTRACT

THIS AGREEEMENT OF RENEWAL OF WASTE COLLECTION SERVICES CONTRACT (the "CONTRACT") is entered into this _____ day of November, 2026, by and between the CITY OF STAR, IDAHO, a municipal corporation of the Ada and Canyon Counties, State of Idaho, (hereinafter the "CITY"), and ALLIED WASTE SERVICES OF NORTH AMERICA, LLC, a Delaware limited liability company qualified to do business in the State of Idaho, DBA Republic Services (hereinafter the "CONTRACTOR") for the purpose of accomplishing the collection of solid waste and recyclable materials from residences and commercial establishments in the City of Star, Idaho, as such boundaries exist on the effective day of this CONTRACT.

WHEREAS, incorporated cities in the State of Idaho are permitted by Idaho Code to contract for solid waste collection services; and

WHEREAS, the Mayor of the CITY has found that for the necessary protection of public health and welfare and property the competitive bidding requirements of Idaho Code, Chapter 28, Title 67, should not be applicable to the renewal of this SOLID WASTE AND RECYCLABLE MATERIAL COLLECTION CONTRACT; and

WHEREAS, CONTRACTOR and the CITY entered into a certain Waste Collection Services Contract, the term of which commenced on November 1, 1999 and was set to terminate on October 31, 2006, at which time was extended for an additional 7-year period, and was set to terminate on October 30, 2013; Through City Resolution NO. 2013-03 the term was extended from July 1, 2013, through June 30, 2020; Through an Amendment to the Contract effective in 2020, the term was extended until May 31, 2027. On this date of November 2026, the City and Contractor agree to extend for an additional 7-year period, with a Contract start date of January 1, 2027.

NOW THEREFORE, the parties, in consideration of the promises contained herein, agree as follows:

A. GENERAL CONTRACT PROVISIONS

1.0 CONTRACT DOCUMENTS

This document consists of the following:

1. This CONTRACT;
2. Exhibit A -- Customer Rate Schedule
3. Exhibit B -- Price Escalation Factor

1.1 TERM

A. Renewal Term: The term of this CONTRACT shall begin January 1st, 2027, and shall end at midnight, December 31st, 2033. The City and the Contractor agree that the execution of this CONTRACT is intended to effect the renewal of the term of service by the Contractor to the City under the Original Contract (as modified by the terms of this CONTRACT, and that any rights of renewal set forth in the Original Contract are hereby exercised by the execution of this CONTRACT.

B. Renewal Authority: This CONTRACT may be extended for additional seven-year terms. The Contractor shall give the City five-months written notice of their desire to extend the CONTRACT. If the City and Contractor agree to extend the CONTRACT, the terms, conditions, and methods of payment in effect at the time of renewal shall apply during the extended period, provided that the CONTRACT may be amended by the parties from time-to-time pursuant to the provisions herein.

1.2 DEFINITION OF TERMS

For the purposes of this CONTRACT, all terms, phrases and words shall have the following meaning:

A. Appliances: Large metal items, including refrigerators, stoves, water heaters, washing machines, dryers, and dishwashers.
B. Bulky Waste: Furniture, and other waste materials with weights or volumes too great to be accommodated by the residential cart, which may be collected separately. Bulky waste does not include appliances, construction debris and demolition waste, dead animals, hazardous materials, or stable matter.
C. Carryout Service: A service by which Contractor's collection personnel enter a residential customer's property to collect solid waste and recyclable materials. This service may include an additional fee.
D. City: The City of Star, Idaho.
E. Commercial: An establishment used for sales, office, manufacturing, production, entertainment, service or a similar use, whether for profit or not. Includes for-profit and not-for-profit enterprises operated in residences or other structures, institutions, agricultural operations, short-term housing, such as hotels and motels, mobile home parks, and any apartment or other multi-unit complexes in excess of four residential units.
F. Construction Debris: Waste building materials resulting from construction,

remodeling, repair, or demolition operations.

G. Container: A wheeled trash cart, trash can, or other authorized receptacle designed to prevent spillage or leakage of trash or recyclables. Containers must be Contractor-supplied, except for trash cans (35-gallons or smaller).
H. Contractor: Allied Waste Services of North America, LLC, DBA Republic Services
I. Council: Star City Council
J. County: The Counties of Ada and Canyon, Idaho
K. Customer: An occupant or owner of any residential or commercial premises, including a household, business, institution or other establishment in the service area for which solid waste and/or recycling service is or has been provided.
L. Excess Trash: The trash volume that exceeds the physical constraints (size and volume) of the container where it is placed for disposal.
M. Force Majeure: Acts of God or the public enemy, fire, floods, epidemics, earthquakes, acts of terrorism, quarantine restrictions, labor stoppages, and strikes not created by Contractor.
N. Hazardous Materials: Any chemical, compound, mixture, substance, or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be hazardous as defined by or pursuant to federal or state law, including but not limited to: solvents, paint/stain/varnish, yard/garden products (including pesticides and herbicides), rechargeable batteries, automotive products (including gasoline, antifreeze, oil), compact fluorescent light tubes, TVs, and computer monitors. Hazardous products will contain one of these signal words: Caution, Poison, Danger, Warning, Corrosive, Flammable, Explosive, Oxidizer, Irritant, Environmental Hazard. These materials should not be discarded into residential or commercial trash or recycling containers and are accepted at household hazardous waste collection sites.
O. Household: A separate dwelling or residence, including residential units up to a four-plex, located in the service area, occupied by a person or group of persons and not used for commercial purposes, which provides for trash and recycling collection in Contractor-supplied wheeled carts and trash cans (35-gallons or smaller) for overflow material. Each dwelling or residence is billed as an individual unit.
P. Medical Waste: Waste which may contain infectious agents generated or produced as a result of the diagnosis, treatment or immunization of human beings or animals, or related research, including but not limited to non-containerized sharps, infectious laboratory waste, waste from the production of bacteria, viruses or spores, human surgery specimens, infectious animal parts,

or trace amounts of chemotherapeutic agents affixed to items used for the administration of same. This definition of Medical Waste excludes de minimis quantities of containerized sharps or other medical waste generated at households and which is not used for commercial purposes.

Q. Multi-Family Complex: A building or a group of buildings or structures in the service area with two or more units, with trash and recycling collection at the individual units (4 or fewer units), or in a centralized location. Trash and recycling collection may occur with Contractor-supplied wheeled carts and trash cans (35-gallons or smaller), or Contractor-supplied dumpsters. Multi-Family Complexes may be individually billed for housing complexes with four or fewer units or billed collectively on one bill if there are more than four units.

R. Recyclable Materials: Shall mean the materials set forth in Section 2.2.A.4 below which have passed through their originally intended usage, and which have been placed for collection by their owner in accordance with the methods prescribed in this Contract, whether or not such products have monetary value.

S. Resident or Owner: Every person, including lessees and occupants, in possession, charge, custody, or control of any residence or commercial establishment within the service area where solid waste and/or recyclable materials are accumulated.

T. Residential: Residential includes single-family units, duplexes, tri-plexes and four-plexes.

U. Service Area: Incorporated areas of the City of Star. Includes all properties owned by the City.

V. Solid Waste: Trash generated by residential, industrial, commercial, institutional and agricultural Customers.

W. Solid Waste Contract Administrator: The person appointed by the City to oversee the City's solid waste management system and to administer this CONTRACT.

X. Stable Matter: All manure and other waste matter normally accumulated in or about a stable or any animal, livestock, or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock. Stable matter is considered commercial waste.

Y. Trash: Solid matter of animal, vegetable, metal or other materials discarded for landfilling, including bulky waste, construction and demolition waste, dead animals weighing 10 pounds or less, and stable matter. The definition of trash specifically excludes materials that have been properly set aside because they contain hazardous materials, medical waste, and/or dead animals weighing over 10 pounds.

Z. Unacceptable Waste: means hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by applicable federal, state or local laws, regulations or permits.

AA. Yard: A measurement of the cubic volume of solid waste and recyclable material

BB. Yard Waste: Plant material (grass, branches, brush, flowers, tree wood waste, etc.) commonly thrown away while maintaining yards and gardens, including fall leaves and Christmas trees.

CC. Waste Materials: Trash, Yard Waste, and Recyclable Materials and excluding all Unacceptable Waste.

1.3 AUTHORITY & PRIVILEGE GRANTED

A. Exclusivity: City hereby grants exclusively to Contractor the authority and privilege to engage in the business of collecting, transporting, processing and disposing of Solid Waste and Recyclable Materials kept or accumulated and placed for collection by households and commercial establishments within the corporate limits of the City of Star. Exclusivity begins at the execution of this CONTRACT and remains for the duration of the CONTRACT.

B. Non-Exclusivity: Provided, however, that this exclusive authority and privilege does not extend where declared herein to be non-exclusive. Such authority and privilege granted to Contractor shall be non-exclusive with respect to the following:

1. Self-haul solid waste by businesses in conformance with all appropriate health and safety regulations, ordinances and laws;
2. Federal, State, and County-owned facilities, such as military bases, except to the extent allowed by state and federal laws;
3. Hazardous materials;
4. Medical waste;
5. Commercial Yard waste; and
6. Dead animals weighing over ten (10) pounds.

C. First Right of Refusal: If the City opts to contract for additional waste collection services for the non-exclusive hauling of solid waste, the City will offer Contractor first right of refusal to haul such materials.

1.4 ANNEXATIONS

In the event the City annexes areas of unincorporated Ada or Canyon Counties during the term of the CONTRACT, in areas where no service has previously been provided by the Contractor, The Contractor shall retain exclusive right under this CONTRACT to collect solid waste within the newly annexed areas once upon the effective date of annexation. Existing development within newly annexed areas will have thirty (30) days upon the effective date of annexation to transition solid waste services to City Contractor.

1.5 TERMINATION AND DEFAULT

A. Termination for Cause: Either party may terminate this CONTRACT for cause if the other party fails to perform or defaults on any of the responsibilities herein, except if such party's default or failure to perform arises from an act or acts of Force Majeure.

B. Corrective Action: If, in the estimation of the non-defaulting party, the other party has failed to perform or defaulted on any or all of the responsibilities herein, the non-defaulting party shall provide the other party written notice by certified mail of their intent to terminate this CONTRACT, detailing such party's failure to perform and/or default. The non-defaulting party shall grant the other party a period of ten (10) days from receipt or delivery of notice to correct said failure or default. If the party fails to correct said failure or default within ten (10) days, the non-defaulting party may terminate this CONTRACT immediately by notifying the other party in writing by certified mail, as provided in Section 5.6 herein.

C. Bond Payments: In the event of termination due to Contractor's default, payment and performance shall be provided under the bonds as set forth in Section 2.15 herein.

2.0 DUTIES OF THE CONTRACTOR

Contractor shall be responsible for furnishing skill, labor, vehicles, containers, equipment, materials, and supplies, in accord with solid waste services specified in this CONTRACT; and for performance of work under this CONTRACT by its

officers and employees. Additionally, Contractor shall be responsible for informing Customers of proper setout procedures and other information relevant to duties of the Customer; for supplying all records and information required by this CONTRACT; for securing at Contractor's expense all governmental permits and licenses and required regulatory approvals applicable to the services being provided by Contractor hereunder; for paying all applicable taxes and fees; for complying with applicable laws and regulations, and other duties mutually agreed upon.

2.1 CONTRACTOR ASSURANCES

All payments to Contractor's workers and subcontractors are the responsibility of Contractor and in no event is the City a guarantor of any claim or demand or judgment against Contractor for wages or other payments.

2.2 SCOPE OF SERVICES

A. RESIDENTIAL SERVICE

1. Residential Trash Collection: Residential within the service area shall be provided solely by City's Contractor. Contractor shall make residential service available to all single-family households, duplexes, triplexes and four-plexes in the service area.
2. Unlimited Weekly Trash Collection: Residential service shall consist of weekly collection of trash properly set out by Customer in approved containers, as specified in Section 3 of this CONTRACT, on the designated collection day. Service includes collection of materials contained within the capacity of Contractor-provided carts, with any additional material contained in customer-owned trash cans (35-gallons or less). Materials exceeding container capacity or not properly prepared for collection may be subject to additional fees as provided in Exhibit A.
3. Weekly Used Motor Oil Collection: up to two gallons per household, per week. Must be placed *next* to the trash cart in clear one-gallon jugs with threaded necks, labeled "USED MOTOR OIL". An appropriate collection vehicle will pick up the oil.
4. Bi-Weekly Recycling Service: Contractor shall collect recyclable materials separate from trash, on the same day as trash collection and at the same

location, whether curbside or carryout, in Contactor-supplied wheeled carts. Contractor shall distribute one wheeled cart to each Customer with residential service. Recyclable materials generated by each individual household will be collected in wheeled cart which shall remain the property of Contractor. Contractor shall collect the following empty/clean recyclable materials, which is not all inclusive, and may be modified in accordance with Section 3.1(A) 12, 13 from residential Customers in the service area on a bi-weekly basis:

a. Aluminum & steel (tin): Beverage cans, soup and food cans, pie pans
b. Recovered Paper: Newspapers, magazines, paperboard (e.g. cereal boxes), and office paper (e.g. envelopes, copy paper). Excludes: waxed paper products, plastic bags in food boxes, paper towels/napkins/tissue paper, food-contaminated paper containers.
c. Corrugated Cardboard: Flatten to fit completely inside the recycling cart. No waxy or grease-stained cardboard.
d. Plastics: Bottles and jugs labeled #1 and #2, and plastic food tubs labeled #5. Excludes anti-freeze, motor oil and other hazardous waste containers, and all plastic bags.

5. Compost/Compostable Materials: Upon customer request and enrollment in the Contractor's subscription service, the Contractor will collect Compostable Materials and organic materials weekly, year-round, from participating households, which can be re-used, processed, or undergo biological activity to create a soil amendment. Compostable Materials may include, but are not limited to, grass clippings, garden wastes, tree trimmings, yard wastes, wood wastes, vegetable matter, pinecones and pine needles, kitchen scraps, tea bags, and coffee grounds.
6. Appliances – Metal appliances (including those with refrigerant) will be collected curbside. Residents must call Republic Services customer service to schedule an appliance collection. Up to ten Bulky Items or non-Freon Appliances will be collected for free, per calendar year. One of the free Appliances or Bulky Items may contain Freon or other refrigerants. Additional Bulky Items or Appliances, above the ten accepted for free, will be charged a fee, as identified in Exhibit A. Refrigerant will be removed in accordance with applicable regulations from any Appliances with a regulated refrigerant. Appliance collection must be scheduled by contacting Republic Services

before the resident's regular collection day.

7. Bulky Waste – Items too large to fit into the Contractor-provided cart will be picked up by the Contractor upon customer request. Bulky waste includes, furniture such as couches, chairs, dressers, bed frames, dining sets, mattresses. A combination of ten (10) Bulky Waste items and Appliances (one that contains refrigerant) per calendar year will be collected per household, free of charge. Each individual item counts as one (e.g. a dining table and six chairs will count as seven bulky items). Bulky item collections must be scheduled by contacting Republic Services before the resident's regular collection day.
8. Christmas Trees: Christmas trees will be picked up by the Contractor during a specified one-week period in December or January (excludes wreaths, flocked trees, and trees with lights, ornaments and stands).
9. Fall Leaf Collection: Fall leaf collection will be offered curbside for five weeks each fall, with dates agreed upon by City and Contractor. Additional leaf collection containers will be available to residents for six weeks each fall at two locations in the City, with dates and locations agreed upon by City and Contractor.
10. Optional Weekly Compost Collection: Upon customer request and enrollment in the Contractor's subscription service, Contractor shall provide customer a Contractor-provided compost cart for the weekly collection of compostable materials, including but not limited to yard trimmings (leaves, grass, garden trimmings, pine cones and pine needles), branches and limbs (cut to fit in the compost cart), wood waste (popsicle sticks, corks, chop sticks and other untreated wood products), poultry bedding, a horse manure.
11. Carry-Out Service: Upon Customer request, Contractor's collection personnel shall provide carryout service for residential Customers. Contractor shall enter Customers' property to collect solid waste and/or recyclable materials collection only if containers are visible from the street and reasonably accessible, gates are unlocked, and there is no threat to collection personnel from an unfriendly animal. Contractor shall not be required to enter locked gates. Customers qualifying under the Americans with Disabilities Act for Carry-Out Service will receive this service free of charge.
12. Availability of Service: Contractor shall not refuse to provide residential service to any Customer who complies with the terms of this CONTRACT and all relevant statutes, ordinances, and regulations. Contractor may refuse to provide residential service to any Customer who fails to follow proper setout

procedures and/or fails to use approved containers as specified in Section 3: Duties of the Customer, of this CONTRACT.

B. COMMERCIAL SERVICE

Commercial service shall be voluntary. Commercial service within the service area shall be provided solely by City's Contractor. Contractor shall make commercial service available to all businesses in the service area. Contractor may refuse to provide commercial service to any Customer who fails to follow the setout procedures specified in this CONTRACT under Section 3: Duties of the Customer.

1. Commercial Trash Collection: Commercial trash service shall be voluntary. Commercial trash service within the service area shall be provided solely by City's Contractor. Contractor shall make commercial service available to all businesses in the service area. Contractor shall make available three (3), six (6), and eight (8) cubic yard commercial containers, and specialized recycling containers including glass recycling containers, subject to customer demand and operational feasibility. Trash must be contained within the intended container volume and must comply with state and federal weight limits. Excess trash will be charged on a per-occurrence basis to the customer, as identified in Exhibit A.
2. Permanent Commercial Trash Service: Contractor will provide service to compactors (3-40 cubic yards), Contractor-supplied small containers (3-8 cubic yards), and industrial roll-off boxes (10-40 cubic yards) at a minimum of once and a maximum of five times per week, according to a consistent collection schedule.
    i. Contractor-provided trash containers shall be delivered to commercial customers within two business days of service agreement execution by customer.
3. Additional On-Call Commercial Trash Service: Additional (4-40 yards) or Contractor-supplied roll-off boxes (10-40 yards) will be serviced within one business day of Customer's request. Permanent on-call service shall not be provided in small containers (3-8 yards).
4. Temporary Project-Specific Trash Service: Temporary Project-Specific Containers, ten (10) to forty (40) cubic yards in size, not provided by Contractor, may be used by City residents and businesses for defined, short-term projects such as construction, renovation, demolition, cleanouts or other similar activities of less than 30 consecutive days, and

with display clearly readable identification on at least two sides with the company name and active phone number.

i. Temporary Project-Specific Container Service: Delivery and removal of a temporary project-specific container and the hauling of collected waste materials therein, specifically excluding any municipal solid waste, recycling and/or putrescible wastes, is limited to one temporary project-specific container per property, per calendar year.

5. Small Business Service: Contractor-provided wheeled trash cart service is available weekly to businesses that meet the following criteria:
    i. Lack physical space and/or do not choose to receive trash collection in a 3-yard or larger Contractor-supplied container;
    ii. Are not located along a residential route; and
    iii. Place trash in a location that requires Contractor to depart from public streets, alleys, or rights of way.
6. Residential Multi-Family Service: Multi-Family Complexes with more than four (4) units will have access to permanent commercial trash service.
7. Home business: Home businesses service allows a maximum of three Contractor-provided wheeled trash cart serviced weekly. This service level is available to businesses meeting the following criteria:
    i. Owner resides in same location as business;
    ii. Premises are located along a residential route; and
    iii. Contractor is not required to depart from public streets, alleys, or rights of way to provide collection.
8. Appliances: Contractor shall offer collection of appliances from businesses a minimum of twice weekly, for a fee, as identified in Exhibit A.
9. Bulky Items: Contractor shall offer collection of bulky items from businesses a minimum of twice weekly, for a fee, as identified in Exhibit A.
10. Permanent Commercial Recycling Service: Contractor shall make mixed (All-in-One) recycling service available to all businesses with commercial trash service, one to five days per week. Contractor will provide businesses with designated recycling containers ranging from 95-gallon carts to 40 cubic yard industrial containers. Contractor shall collect the following recyclable materials from participating businesses:
    a. Aluminum & steel (tin): Beverage cans, soup and food cans, pie

pans

b. Recovered Paper: Newspapers, magazines, paperboard (e.g. cereal boxes), and office paper (e.g. envelopes, copy paper). Excludes: waxed paper products, plastic bags in food boxes, food-contaminated paper containers, and towels/napkins/tissue paper.
c. Corrugated Cardboard: Flatten to fit completely inside the recycling cart. No waxy or grease-stained cardboard.
d. Plastics: Bottles and jugs labeled #1 and #2, and plastic food tubs labeled #5. Excludes anti-freeze, motor oil and other hazardous waste containers, and all plastic bags.

2.3 SPECIAL COLLECTION

Contractor may provide for the special collection of waste or other materials excluded from this CONTRACT at its discretion and at a reasonable price negotiated with the customer. Contractor shall be responsible for obtaining appropriate disposal facilities.

2.4 COLLECTION EQUIPMENT

Contractor shall furnish, during the period of this CONTRACT, enough persons, trucks, and equipment to collect and dispose of solid waste contracted for collection in the City. Said equipment shall be maintained and operated in a clean and sanitary condition at the expense of the Contractor.

A. VEHICLES

1. Vehicle Specifications: Contractor shall furnish specially designed vehicles with watertight metal bodies and suitable covers of approved type for the collection and hauling of solid waste. The equipment shall be clean, uniformly painted, licensed, equipped with warning devices, lighted and safety-inspected for highway operations, and clearly marked with Contractor's brand during use under this CONTRACT. The City shall not assume or bear any liability from any safety inspection or review of the Contractor's equipment and vehicles provided under this CONTRACT.
2. Vehicle Inventory: Contractor shall maintain an inventory of equipment, showing each vehicle (type, capacity, approximate age) used in performing the CONTRACT. Contractor shall maintain a fleet which will always be adequate to

perform the responsibilities of this CONTRACT.

B. CONTAINERS

1. Residential Containers: Contractor shall maintain adequate inventory to provide a minimum of one trash cart (48-, 65- or 95-gallon sizes) and one recycling cart (48-, 65- or 95-gallon sizes) to each household with residential solid waste service. Customers may supply additional resident-owned trash cans for overflow waste. Rates for residential services are specified in Exhibit A.
2. Commercial Containers: Contractor shall maintain adequate inventory of containers to supply the size and quantity of trash and recycling receptacles to businesses as requested. All containers shall meet or exceed industry standards.

2.5 COLLECTION PROCEDURES

A. CONTRACTOR ACCESS: This CONTRACT shall grant to the Contractor the right of ingress and egress, to cross all public streets, alleys and rights of way in the City. Collections shall be made on the streets and City rights-of-way in the safest manner with fewest delays and least inconvenience to the public. Contractor shall use backways and alleys where operationally feasible. It shall be unlawful for any person to deny reasonable access to the Contractor to collect waste from a household, multi-family complex, or business.

B. RESPONSIBILITIES OF COLLECTION PERSONNEL: Contractor shall hire competent and skilled workers. Collection personnel shall follow the traveled portion of streets, alleys, and roadways, or the regular walks for pedestrians while on private property and shall take care in loading of such waste so that none of the material to be collected is left upon the private property or the streets, alleys, or roadways. Collection personnel shall return the containers with all properly prepared and legal contents removed and replace lids thereon. Contractor shall not place in any street or alley, in carrying out this CONTRACT, any obstructions to traffic.

C. Hazardous Materials: Contractor shall not be required to collect and transport hazardous materials. If such materials are collected, disposal shall take place only under supervision or as required by an appropriate Health Protection Officer or other public health official. Contractor shall not knowingly dispose of hazardous materials at

a disposal site without appropriate notice to and approval by the City and compliance with all federal, state and local laws and regulations.

D. Disposal Site: Contractor shall haul all legally acceptable solid waste collected in the service area to a legally authorized disposal or processing facility. Upon request, the Contractor's driver shall fully disclose the contents of the vehicle to disposal site personnel.

E. Prohibition Against Litter: No roadside littering during collection or from Contractor's vehicles shall be allowed. Contractor shall immediately clean up any litter that results from collection process.

F. Damage to Pavement: Contractor shall not be responsible for any damage to City's pavement, curbing or other driving surfaces resulting from Contractor's providing service in City service area, except to the extent caused by Contractor's negligence.

2.6 COLLECTION HOURS AND DAYS

A. Residential Service: Residential solid waste service shall be provided by Contractor between the hours of 6:00 a.m. and 7:00 p.m., Mondays through Fridays during regular collection weeks, and Mondays through Saturdays on holiday weeks where service is delayed by a day.

B. Commercial Service: Commercial solid waste service shall be provided by Contractor between the hours of 4:00 a.m. and 7:00 p.m., Mondays through Saturdays.

C. Sundays/Holidays: Service shall not be required on Sundays or on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Should any of the above holidays fall on a normal collection day, collection shall be made the following workday and, accordingly, the rest of the week's collection shall be delayed by a day.

2.7 CUSTOMER SERVICE

A. Local Office and Customer Service: Contractor shall maintain a local office within reasonable proximity to the City, to support all field and office services. Customer

contacts, including complaints, service requests, and missed collection reports, shall be received and managed through Contractor's centralized Customer Resource Center (CRC), supported by local operations personnel. Contractor shall maintain accessible telephone and email communication channels for customer use. Office hours shall be 8:00 a.m. to 5:00 p.m. Monday through Friday, and Saturdays from 8:00 am until 2:00 pm on holiday weeks when service is delayed.

B. Public Information: Contractor shall prepare and distribute information regarding solid waste service in the service area to the public via website, newspaper, text message, utility bill inserts, and the local news media.

C. Resolution of Complaints: For any complaint or failure to make collection as scheduled or other alleged condition under this CONTRACT by any residential or commercial Customer, Contractor shall promptly and courteously make an evaluation and/or correction of such complaint within two (2) business days after receipt of the complaint or as otherwise agreed with the Customer.

2.8 BILLING SERVICES

A. Service Data: Contractor shall enter and maintain all residential and commercial service data, including but not limited to type of service, size and type of container, and frequency of collection.

B. Billing Data: Contractor shall enter and maintain all residential and commercial billing data specified in Exhibit A.

C. Customer Billing Schedule: Customer Billing Schedule: Contractor shall bill all customers according to the type of service provided as follows:
   1. Residential Service: Quarterly in advance
   2. Commercial Service:
      a. Monthly in advance for container rental;
      b. Monthly in arrears for regularly scheduled permanent service;
      c. Monthly in arrears for on-call service.

D. Collection of Payments: Contractor shall collect payments from residential and commercial customers according to the rates authorized in Exhibit A.

E. Billing Disputes: Contractor shall follow Republic Services Corporate credit and collection policies to resolve all billing disputes.

2.9 FRANCHISE FEE

A. Authorization to Collect: City authorizes Contractor to collect a franchise fee from residential, multi-family, and business customers with solid waste service. This fee shall be regarded as the consideration paid by Contractor to City for the franchise and to provide solid waste service in the service area.

B. Payment by Contractor: Contractor shall pay City a franchise fee of eight and one-half percent (8.5%) of residential and commercial hauling revenues collected in the service area. Payment shall be based on hauling allocations. Payment shall be made quarterly. Contractor shall be under no obligation to pay City for any account for which customer has failed to make payment.

C. Quarterly Accounting Statement: Contractor shall prepare a quarterly statement using Generally Accepted Accounting Principles including but not limited to the number of customers served and gross revenues collected for hauling services provided in the service area during the previous quarter.

D. Payment Procedures: Contractor shall submit a quarterly accounting statement and payment of franchise fee in person to the office of the City Clerk no later than the twentieth (20th) of the month following each calendar quarter.

E. Failure to Comply: Contractor and City agree that the City may invoke termination procedures specified in Section 1.5 herein should Contractor fail to comply with the provisions of this Section.

2.10 COMMUNITY INVOLVEMENT AND SUPPORT

A. Hometown Celebration Support: Contractor will provide $5,000.00 in annual funding for the City's Independence Day celebration.

B. Quarterly Household Hazardous Waste Mobile Collection Events: Contractor shall coordinate and fund quarterly Household Hazardous Waste (HHW) Collection events for City residents. The scope, scheduling, and acceptable materials shall be mutually agreed upon by the City and Contractor.

C. School Recycling: Contractor shall provide containers to schools for the purpose of

collecting mixed (All-in-One) recycling, including the list of materials found in Section 2.2 B (10) of this CONTRACT. There will be no charge to the schools for this recycling service.

D. Glass Recycling: Contractor will provide a glass recycling drop site, at a location identified by the City, free of charge.

E. Outreach and Education: Contractor shall produce annual recycling collection magnets, program brochures, and other printed, texted or emailed solid waste updates about trash, recycling, composting, waste reduction and safe Household Hazardous Waste disposal for distribution to residential Customers. Contractor shall cover all expenses related to Outreach and Education.

F. School Recycling Presentations: Contractor will provide educational support and promotional materials to schools requesting classroom presentations or outreach.

G. City Easter Egg Hunt: Contractor shall fill three (3) large plastic totes each year for the City's annual Egg Hunt.

H. Star Chili Feed: Contractor shall contribute $1500 annually to Star Chili Feed.

I. Free City Trash and Recycling Service: Contractor shall supply permanent and temporary trash and recycling services to City facilities, including City Hall, City Parks, Star River House, and Star Fire House.

J. Compost Giveback: Contractor will donate compost for residential use at two City locations, for ten (10) day events each spring and fall.

K. Fall Leaf Collection Drop Sites: Contractor shall coordinate and fund two leaf recycling drop sites for residential use, each fall, for a period of six (6) weeks. The scope and scheduling of the leaf drop sites shall be mutually agreed upon by the City and Contractor.

L. Christmas Tree Recycling: Contractor shall coordinate two Christmas tree recycling drop sites annually for City residents. The scope and scheduling shall be mutually agreed upon by the City and Contractor.

2.11 DATA COLLECTION AND REPORTING

A. Monthly Report: Contractor shall submit to the Mayor and Council a monthly report, including:
   1. Total tons of recyclable material collected via the curbside recycling program;
   2. Net Residential Recycling Revenue or program cost;
   3. Total Tons of Residential Waste;
   4. Donations (monetary and in-kind).

B. Annual Report: Contractor shall submit to the City an annual report summarizing monthly report data. The annual report shall be due to the City within thirty (30) days following the end of the City's fiscal year.

2.12 FAIR LABOR PRACTICES

Contractor shall guarantee fair labor and nondiscrimination practices in accordance with federal and state laws including but not limited to the FLSA, and shall be responsible for the public conduct of all personnel when acting within the scope of their employment.

2.13 INSURANCE

A. Required Insurance Levels: During the term of the CONTRACT, Contractor shall keep in effect at its own expense the following insurance, with limits on an occurrence basis no less than those shown below:

i. Commercial General Liability and Property Damage Insurance.

Minimum Limits:	
Bodily Injury	$5,000,000
Property Damage	$5,000,000

ii. Automobile Liability (owned, non-owned, and hired)

Minimum Limits:	
Bodily Injury	$5,000,000
Property Damage	$5,000,000

iii. Employer's Liability Insurance covering each employee in the execution of the work to the extent that such employee is not covered by worker's compensation.

Minimum Limits:
Per Accident $3,000,000

B. Worker's Compensation Insurance: Secure and maintain at least the statutory amounts of worker's compensation insurance in accordance with the laws of the State of Idaho.

C. Additional Insured: Contractor shall name the City, its officials, employees, and agents, as well as the City, as additional insureds (except Worker's Compensation).

D. Notification: Such insurance, except Worker's Compensation, shall provide at least thirty (30) calendar days' notice in writing to the City before such policy is canceled.

E. Proof of Insurance: Contractor shall provide the City with a certificate of acceptable insurance at limits listed above to: City Clerk, City of Star, P.O. Box 130, Star, ID 83669. Insurance shall be placed with carriers admitted or authorized to write insurance in Idaho.

F. Failure to Comply: Contractor and City agree that the City may cancel this CONTRACT at any time on written notice and without any further obligation to Contractor should Contractor fail to maintain and keep in full force and effect such insurance herein required.

2.14 INDEMNIFICATION

Contractor and its employees are independent contractors and are not employees or agents of the City. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the City and its officers, officials, employees, and agents from and against any and all claims, damages, losses, and expenses, including reasonable attorneys' fees, but only to the extent caused by the negligent acts, errors, or omissions of the Contractor, its employees, agents, or

subcontractors in the performance of services under this CONTRACT. Contractor shall not be obligated to indemnify the City for claims, damages, losses, or expenses arising out of the sole negligence or willful misconduct of the City.

City shall indemnify, defend, save and hold harmless Allied Waste Services of North America, LLC, DBA Republic Services, and all other parent, subsidiary and affiliated companies, corporations and other related entities of Republic Services and all of their respective officers, directors, employees and agents, past and present, and all of their respective successors and assigns, against all actions, claims, demands, costs, damages or expenses of any kind, including, without limitation, attorney's fees and costs of defense, arising out of any conduct or omission by the City, the City's employees or agents.

2.15 PERFORMANCE BOND

A. Performance Bond: Contractor shall provide and always maintain a valid Contractor's Performance Bond in the amount of five hundred thousand dollars ($500,000.00). The bond shall be issued for a period of not less than one year and must be renewed annually for the term of this CONTRACT, and the Contractor shall provide a new bond, or evidence satisfactory to the City of renewability, at least sixty (60) calendar days before the bond in effect expires. The bond shall be for the use and benefit of the City.

Said Performance Bond shall cover Contractor's failure to faithfully perform the provisions of this CONTRACT. Said bond shall contain appropriate recitations that it is issued pursuant to this CONTRACT and that it shall be construed to meet all requirements of this CONTRACT. This bond shall obligate the surety to undertake or cause to be undertaken the work required to be performed pursuant to this CONTRACT for the term of the bond.

B. Proof of Bond: Contractor shall submit bond to: City Clerk, City of Star, P.O. Box 130, Star, ID 83669. The bond shall be obtained from a surety company authorized to do business in the State of Idaho and acceptable to the City.

C. Renewal: In the event the City and Contractor agree in writing to renew this CONTRACT for any additional periods, Contractor shall provide new performance bonds satisfying the requirements of Section 2.15 (A) to the City at least 90 days before the expiration of the current term.

D. Failure to Comply: Contractor and City agree that the City may terminate this CONTRACT at any time on written notice and without any further obligation to Contractor should Contractor fail to maintain and keep in full force and effect such bonds herein required.

E. Independent Contractor Relationship: The Parties intend that their relationship under this CONTRACT is an independent contractor relationship. The Parties agree that Contractor and its employees, agents, subcontractors and independent contractors retained by Contractor shall not be considered to be employees of the City for any purpose. The Parties further intend that the City and its employees, agents, subcontractors and independent contractors retained by the City (other than Contractor) shall not be considered to be employees of Contractor for any purpose.

F. Cooperation: The parties agree to cooperate in executing all documents and taking all action reasonably necessary to carry out the terms of this Contract. The Parties further acknowledge and agree that any provision of Equipment and/or Facility by Contractor in accordance with the terms of this CONTRACT shall not be construed to be an admission by Contractor of any Material Breach or other wrongdoing, nor a waiver of the Contractor's right to dispute any such contention.

G. Assignment: The City reserves the right to increase the amount of the performance bond upon any assignment or transfer of rights or responsibilities under this CONTRACT to a new Contractor.

2.16 OWNERSHIP OF SOLID WASTE

Title to acceptable solid waste as defined in this CONTRACT shall pass to the Contractor when placed in Contractor's collection vehicle, removed by Contractor from a container or removed by Contractor from Customer's premises, whichever occurs last. Title to acceptable trash as defined by this CONTRACT shall pass to a State-approved landfill at the time of disposal.

Title to acceptable Recyclable Materials as defined by this CONTRACT shall pass to Contractor when placed in a suitable container at the Customer's designated setout location or one of Contractor's recycling center drop-sites. Ownership of acceptable Recyclable Materials will pass from Contractor to the recycling

processor upon payment (or charge) to Contractor for materials delivered.

In accordance with Subtitle C of the Resource Conservation and Recovery Act of 1976, as amended, title to all hazardous waste and otherwise prohibited waste remains with the generator; title to and liability for all Unacceptable Waste shall similarly remain with the generator and not pass to Contractor. Nothing provided herein limits any recourse Contractor or City may have against any generator for disposal of any hazardous or prohibited waste.

2.17 COMPLIANCE WITH REGULATIONS

A. Contractor shall comply with all applicable federal laws, rules and regulations, the statutes of the State of Idaho; the regulations and standards of Southwest and Central District Health; and all rules and regulations, including applicable federal and state agency regulations relating to hazardous waste, covering the collection and transportation of solid waste and recyclable materials as those statutes, ordinances, and regulations now exist or may hereafter be amended.

B. Contractor shall comply with the Federal Occupational Safety and Health Act of 1970 (OSHA) and all other applicable federal, state, county, and city health and safety laws, ordinances and rules and regulations.

C. Contractor guarantees City that it will provide all services, programs, or activities under this CONTRACT in accordance with all applicable federal, state, and local statutes, regulations, and requirements. Further, Contractor agrees to indemnify and defend the City for any loss, expense, or damage of any type experienced by the City as a result of the Contractor's violation of the guarantees given in this section.

3.0 DUTIES OF CUSTOMER

The Customer is responsible for properly preparing and setting out Solid Waste, Recyclable, and Compostable Materials as specified in Section 3 herein; for properly disposing of hazardous or otherwise prohibited waste; and for paying according to prescribed payment schedule for services rendered.

3.1 PREPARATION OF WASTE & RECYCLABLE MATERIALS

Residential and commercial Customers shall prepare waste and Recyclable Materials for collection as specified herein. Contractor may from time to time propose changes in setout procedures, subject to review and approval by City.

A. RESIDENTIAL SERVICE

1. Set-Out Time: Residential Customers shall set out all solid waste and recyclable materials no later than 6 a.m. for collection by Contractor on the designated collection day. At the Customer's request, Contractor shall service containers set out after 6 a.m. on the designated or following workday, subject to the late-can procedures outlined herein and the additional charge specified in Exhibit A.
2. Residential Trash Containers: Residential Customers shall set out trash in Contractor-supplied wheeled carts not to exceed 96-gallons in capacity; Customer-owned trash cans with lids not to exceed 35 gallons in capacity; and customer-supplied large (Kraft) paper bags for leaves. Containers must be strong enough to prevent spillage of contents under normal handling. All trash must be containerized. Plastic bags are not permitted to be set out separately outside of Contractor-supplied carts. Contractor-supplied carts must be filled prior to any additional approved containers being placed out for collection. Total weight per Customer-supplied container and contents shall not exceed thirty-five (35) pounds. Contractor may refuse to service Customer-supplied containers exceeding specified size and weight limitations. Contractor shall leave behind a customer feedback card explaining why containers were not serviced. Smaller, 65- and 48-gallon containers are available upon customer request.
3. Recycling Cart: Contractor shall supply one recycling cart, not to exceed 96-gallons, to each household at no additional charge. Residential Customers shall set out recyclable materials in Contractor-supplied carts. If volume of recyclable materials exceeds capacity of one Contractor-supplied cart, Customer may rent additional recycling carts to contain overflow materials for a monthly fee.
4. Compost Cart: Contactor shall supply one compost cart, not to exceed 96-gallons, to each household subscribing to this optional program.
5. Recycling Setout Procedures: Customer shall ensure all accepted

recyclables are empty and dry. Caps and lids smaller than 2" shall be discarded or affixed to the appropriate container. Recyclable materials must be set out for collection in Contractor-supplied cart. Customer shall flatten cardboard boxes for recycling and place in the recycling cart. Contractor may refuse to service recycling carts containing unacceptable materials. Contractor shall leave behind a customer feedback card explaining why the cart was not serviced.

6. Appliances: Appliances shall be free of all food and contaminants. Doors must be disabled or secured before collection. Customers must schedule Appliance collections which shall occur at the curb or in the alley.
7. Bulky Furniture: Customers must schedule Bulky Item collections which shall occur at the curb or in the alley.
8. Yard Waste: Tree trimmings, hedge clippings, and other wood waste shall be cut to a manageable length (a maximum of 4') and set out in compact piles or securely tied in bundles not more than eighteen inches (18") in diameter and not exceeding thirty-five (35) pounds in weight. Grass clippings, leaves, and garden debris shall be set out in carts, large Kraft paper bags or other similar containers weighing less than thirty-five (35) pounds. Sod, dirt and rocks are prohibited.
9. Christmas Trees: Christmas trees set out for collection shall be free of lights, ornaments, tinsel and stand, and cut to a length that will not, in the opinion of Contractor's collection personnel, damage collection vehicles or equipment (a maximum of 4'). Flocked trees and wreaths are prohibited.
10. Used Motor Oil: Used motor oil shall be set out for recycling in clear plastic containers, with threaded necks. Containers must be marked "USED MOTOR OIL." Up to two gallons of used motor oil, per week, will be collected by Contractor. A designated truck, designed to hold oil jugs, will be used for motor oil collection.
11. Carry-Out Service: Residential Customers with carry-out service shall set out containers in a location clearly visible from the street or alley and reasonably accessible to collection personnel. Gates shall be unlocked and animals shall be restrained.
12. Prohibited Materials: Customers shall not knowingly set out for collection by Contractor any materials prohibited from disposal,

including but not limited to hazardous materials, liquids, medical waste, and vehicle tires.

13. Specifications for all Recyclable Material. Recyclable Material shall comply with all specifications provided by Contractor to meet quality thresholds for commodity markets and be free of contamination. To the extent any type of Recyclable Material is received within the City limits is rejected by the recycling facility or is not of the intended quality or grade, Contractor will notify the City.
14. Changes in Market Conditions. If market conditions develop that limit or inhibit Contractor from selling some or all of the Recyclable Material, Contractor may at its option and upon notice to City (i) redefine Recyclable Material, (ii) suspend or discontinue any or all Services, or (iii) dispose of the Waste Material in a landfill and update the pricing to City accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

B. COMMERCIAL SERVICE

1. Trash & Recycling Containers: Trash and recycling shall be collected in containers specified in Section 2.2 B (1-4), according to one of the types of commercial service offered. Customer-owned compactors shall be designed or modified to fit Contractor's collection vehicles and equipment at the Customer's expense.
2. Trash & Recycling Service Options: Small containers used for construction/demolition projects shall be limited to a capacity of three (3) yards. Non-construction and demolition waste containers will be available in 3, 6, or 8 cubic yards. Recycling containers may be 3, 6 or 8 cubic yards. Containers shall be of appropriate and adequate size, and service shall be scheduled as frequently as necessary to accommodate the volume of trash or recycling generated by commercial establishments. Contractor shall assist the commercial establishment owner/manager in determining the appropriate and adequate service.
3. Trash Collection Schedule: Trash shall be collected according to the type of service and schedules specified in Section 2.2 B (2).
4. Enclosures: At premises where large accumulations of trash occur, trash containers may be placed in enclosures. All enclosures shall be

constructed or modified at Customer's expense to accommodate Contractor's collection vehicles and equipment. Customers shall be responsible for maintenance of enclosures. Customers may authorize Contractor to collect litter not generated in the collection process in and around enclosures at an additional charge specified in Exhibit A.

5. Prohibited Materials; Customers shall not knowingly set out for collection by Contractor any materials prohibited from disposal at an approved landfill, including but not limited to hazardous materials, liquids, medical waste, and vehicle tires.
6. Mixed (All-in One) Recycling: At commercial establishments where Mixed (All-in One) recycling service is provided, Customers shall recycle empty, dry, and flattened materials in Contractor-supplied containers ranging from 95-gallons to 40 cubic yards. Bagged recyclables are not acceptable.

3.2 PAYMENT FOR SERVICES RENDERED

A. RESIDENTIAL SERVICE RATES

All residences in the service area that contract for residential service shall receive weekly trash and bi-weekly recycling collection. The following rates, as specified in Exhibit A, are authorized:

1. Appliance Collection: Each household is allowed up to ten free Appliance or Bulky Item collections per calendar year, excluding Freon appliances. A fee for additional Bulky Items or Appliances, outlined in Exhibit A, will apply for the removal of any Bulky Item or Appliance above the designated ten (10) Bulky Items or Appliances per calendar year.
2. Trash and Recycling Collection: A flat fee per month, per household, based on the size and quantity of trash containers requested by customer. Residential rates include service, container rent, and sales tax on container rent, as required by State law.
3. Compost Collection: A flat fee per month, per compost cart, per subscribing household. Rate includes collection and processing of compostable materials, container rent, and sales tax on container rent, as required by State law.
4. Wheeled Cart Rental/Service: Upon customer request, an additional flat fee, per month, per Contractor-supplied cart will be charged to customer.

5. Senior Citizen Discount: Upon customer request, a flat discount per month per primary residence will be applied for residents 65 years of age or older.
7. Veteran Discount: Upon customer request, a flat discount per monthly primary residence will be applied for Veterans showing proof of service,
8. Late Collection: At any household where Customer fails to set out solid waste for collection by 6:00 a.m., Customer may authorize the return of the trash or recycling truck for the late-collection fee.
9. Bulky Item Collection: Each household is allowed up to ten free Bulky Item or non-Freon Appliance collections per calendar year. A fee for additional Bulky Items or Appliances, outlined in Exhibit A, will apply for the removal of any Bulky Item or Appliance above the designated ten (10) Bulky Items or Appliances per calendar year.
10. Wheeled Trash Cart Replacement: Damaged or broken wheeled trash and recycling carts are replaced for free. A fee applies for customers requesting wheeled cart replacement for odor or appearance.
11. Cart Removal Fee: There is no fee for cart removal when accounts are closed. Cart removal fees for other purposes may be subject to a removal fee as identified in Exhibit A.
12. Cart Exchanges: There is no fee to exchange broken or damaged carts, or if the customer requests a different sized cart. There is a fee for cart exchanges, as requested by the customer, for odor or appearance.
13. Reinstatement of Service: An additional fee to restart service to any residential account that has been suspended due to non-payment. Contractor shall suspend collection at residential accounts delinquent by 60 or more days. A minimum of two weeks prior to suspending collection, Contractor shall notify customer in writing of intention to suspend service due to non-payment and that a reinstatement fee shall be charged to reactive service.
14. Returned Check Charge: A flat fee for checks returned to Contractor for insufficient funds, closed accounts, or any other reason specified by financial institution.

B. COMMERCIAL SERVICE RATES

Contractor shall bill its commercial Customers and collect a fee as provided for herein for all commercial waste and/or recycling collection services. Owners or managers of

commercial establishments may subscribe to Contractor-supplied solid waste and/or recycling collection services or haul their own waste to an approved disposal facility. The following rates, as specified in Exhibit A, are authorized for commercial establishments that subscribe to Contractor-supplied solid waste and/or recycling collection services. Commercial service rates shall be adjusted by Contractor at the same time and in the same percentage as this CONTRACT provides for adjustments for residential service rates.

1. Volume-Based Fee: Fees for collection of trash at commercial establishments based on the size of container and frequency of service selected by the owner or manager and/or by the type of waste generated. Excess trash (trash exceeding the intended container volume) will be collected and charged on per occurrence basis. Contractor will provide photo documentation of any excess trash.
2. Extra Yardage: Additional waste above the contracted container capacity will be charged a fee, per occurrence, for the additional disposal. Any Extra Yardage fees will be documented with photos.
3. Container Rental Fee: A fee, including sales tax, for daily or monthly rental of Contractor-owned containers.
4. Container Delivery Fee: A fee for delivery of container to a location specified by the commercial establishment owner or manager.
5. Container Relocation Fee: A fee for relocation of container to a location specified by the commercial establishment owner or manager.
6. Business Recycling: Fees for separate collection of recycling at commercial establishments will be based on the container size and frequency of service as selected by the business owner or responsible party.
7. Appliance and Bulky Item Collection: An additional fee per appliance or bulky item will apply when collection is authorized by the manager or business owner.
8. Lid-Lock Installation and Service: An additional fee authorized by the manager or owner to install lid locks on containers at Customer's request. Businesses utilizing a lid-lock shall be assessed an additional monthly service fee, as specified in Exhibit A.
6. Clean-Up Service: An additional fee authorized by the owner or manager and levied in 5-minute increments for additional service time

to clean up in or around container enclosures. Contractor shall not be required to collect trash exceeding container capacity unless authorized by Customer.

7. Dry-Run Fee: An additional fee for services that could not be completed due to the containers not being available or accessible for service. Contractor will attempt to notify customer of inability to provide service to resolve the situation immediately at no charge.
8. Blocked Container: At any business where Customer container is blocked or unable to be accessed by Contractor, Customer may authorize the return of the trash or recycling truck for the late-collection fee.
10. Reinstatement of Service: An additional fee to restart service to any commercial establishment account that has been suspended due to non-payment. Contractor shall suspend collection at commercial establishment accounts delinquent by 60 or more days. A minimum of two weeks prior to suspending collection, Contractor shall notify Customer in writing of intention to suspend service due to non-payment and that a reinstatement fee shall be charged to reactive service.
11. Returned Check Charge: A flat fee for checks returned to Contractor for insufficient funds, closed accounts, or any other reason specified by financial institution.

4.0 DUTIES OF THE CITY

The City is responsible for overseeing this CONTRACT; for enforcing the solid waste and recycling ordinances in Star; for monitoring Contractor performance and compliance; for establishing Customer rates as set forth below; for assisting Contractor in enforcement; and other duties mutually agreed upon.

4.1. REVIEW OF CONTRACTOR PERFORMANCE AND COMPLIANCE

The City shall be responsible for review of Contractor performance and compliance, provided that such review shall in no way relieve Contractor of any supervision, performance, or obligation required by this CONTRACT.

4.2 CUSTOMER RATES

A. ESTABLISHMENT

Contractor shall establish customer rates, subject to review and approval by the City. Customer rates shall be comprised of Contractor hauling charges, administrative and billing costs, disposal fees, container rental and sales tax on container rental (where applicable), and a franchise fee specified in Section 2.9 herein

B. ADJUSTMENTS

1. Adjustment Schedule, First Year of CONTRACT: The customer rates specified in Exhibit A will reflect no price increase, except for uncontrollable costs such as revised laws, ordinances or regulations, tax or franchise fee increases, or disposal cost increases. In the case of increases in uncontrollable costs, Republic Services shall provide written documentation to the City and the City shall adjust customer rates accordingly only upon a finding by the City Council that such rate increase is factually demonstrated by Republic Services and reasonable. City approved rate adjustments under this provision will be effective in the next regularly scheduled billing cycle.
2. Rate Adjustment Schedule: After year one of CONTRACT, customer rates shall be adjusted each July 1, beginning July 1, 2027, to reflect the change in the Consumer Price Index (CPI) for Garbage/ Trash, for the previous twelve months with an anchor month of April. In the case of increases in uncontrollable costs, Republic Services shall provide written documentation to the City and the City shall adjust customer rates accordingly only upon a finding by the City Council that such rate increase is factually demonstrated by Republic Services and reasonable. City approved rate adjustments under this provision will be effective in the next regularly scheduled billing cycle. In no event during the term of this CONTRACT shall customer rates be less than the base established in Exhibit A.

4.3 ENFORCEMENT

City shall assist Contractor in enforcing all provisions of this CONTRACT, including but not limited to Contractor's exclusive privilege and authority to provide residential and commercial solid waste and recycling service in City.

5.0 MISCELLANEOUS PROVISIONS SUPERVISION

Contractor shall provide full-time key personnel to oversee provision of services prescribed herein.

5.1 ENTIRE AGREEMENT

This CONTRACT and all exhibits hereto embody the entire agreement of the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein, and this CONTRACT supersedes all previous and contemporaneous communications, representations, or agreements, either verbal or written, between the parties with respect to the subject matter hereof.

5.2 SAVINGS CLAUSE

If any of the provisions of this CONTRACT or the related ordinance shall be held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect.

5.3 BINDING ON SUCCESSORS

This CONTRACT shall be binding upon the parties hereto and their respective administrators, employees, successors, and approved assigns.

5.4 IDAHO LAW

This CONTRACT shall be construed and interpreted in accordance with the laws of the State of Idaho and the ordinances of the City of Star. No term or omission of language in this CONTRACT shall be construed to amend or waive any provision of the regulations or ordinances of the City of Star.

If any litigation is commenced under this CONTRACT, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

5.5 FORCE MAJEURE

Except for the City's obligation to pay amounts due to Contractor, neither party hereto shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including but not limited to Acts of God or the public enemy, fire, floods, epidemics, earthquakes, quarantine restrictions, labor stoppages, and strikes not created by Contractor, whether now existing or hereafter created.

5.6 NOTIFICATION

Notices required or contemplated under this CONTRACT shall be in writing and shall be deemed received when mailed by certified mail, postage prepaid, return receipt requested, to the respective parties at the following addresses:

CITY:	City Clerk City of Star P.O. Box 130 Star, ID 83669
CONTRACTOR:	Republic Services General Manager 11101 West Executive Drive Boise, ID 83713
With a copy to:	General Counsel Republic Services 18500 N. Allied Way Phoenix, AZ 85054

Any change of address for either party shall be immediately made known to the other party in writing as above provided.

5.7 ALTERATION OF TERMS

No amendment, alteration, or modification of this CONTRACT shall be effective unless made in writing and duly executed by the parties.

5.8 EXECUTION IN COUNTERPARTS

This CONTRACT shall be executed simultaneously in duplicate, each copy of which shall be deemed original, and it shall not be necessary in making proof of this CONTRACT to produce or account for more than one such document.

5.9 TRANSFER OF INTEREST

It is agreed by the parties hereto that this CONTRACT may be assigned or transferred, in whole or in part, as may any right, title, or related interest in this CONTRACT, by the Contractor to any person shown to be qualified to carry out the CONTRACT or portion thereof to be assigned, subject to the prior written consent of the City, which consent shall not be unreasonably withheld subject to adequate assurances; provided, however, that Contractor may assign this Agreement without consent to an affiliate of Contractor or in connection with the sale of Contractor's business.

5.10 PUBLIC RECORDS

All reports, information, and data generated or submitted pursuant to this CONTRACT are public records subject to the Open Record Law, Idaho Code Chapter 3, Title 9.

DATED this _____ day of July 2026.

City of Star

By:_____
Trevor Chadwick, Star Mayor

ATTEST:

_____
Shelly Tilton, Star City Clerk

Contractor

By:_____
Ryan Lawler, Vice President
Allied Waste Services of North
America, LLC, DBA Republic Services

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2026, before me, a notary public, personally appeared, Ryan Lawler, known or identified to me to be the [_____] of Allied Waste Services of North America, LLC, limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

_____
Notary Public for Idaho
Residing at:

EXHIBIT A

Rates will begin adjusting according to Exhibit B July 1, 2027, and each July 1 thereafter during the duration of the Contract. Note: 884 Rates = Ada County, 787 Rates = Canyon County. Initial Agreement rates, effective through June 30, 2027, are included below.

Rates

884 Star City 07-01-2026

884 Star City Rates
Billed Monthly by Republic Services
****Billed Quarterly by Republic Services**
Monthly Rates Effective 07/01/26

Commercial MSW Carts				
Frequency	Extra	1 Cart	2 Carts	3 Carts
1 x week	19.09	43.20	66.77	90.37

Commercial MSW								
Size	Delivery	Extra	1 x month	EOW	1 x week	2 x week	3 x week	4 x week
3	24.31	43.45	60.29	97.83	126.05	217.34	278.72	333.39
6	24.31	72.52	not available	125.55	215.99	378.01	542.10	727.52
8	24.31	92.56	not available	218.58	301.45	511.94	705.96	941.23

Commercial Temp On Call						
Size	Delivery	Regular	C&D	Monthly Rent	Daily Rent	Tax on Rent
3	24.31	not available	86.99	14.79	0.49	6%

Industrial RO						
Size	Delivery	Haul	Disposal per Ton	Monthly Rent	Daily Rent	Tax on Rent
20	38.92	169.61	33.00	103.59	3.41	6%
30	38.92	169.61	33.00	122.26	4.02	6%
40	38.92	169.61	33.00	137.43	4.52	6%
Compactors	-	169.61	33.00	-	-	-

884 Star City 07-01-2026

**Residential MSW/RCY/ORG Monthly Rates Include 1 RCY Cart	
Regular 1 48 Gallon Cart	18.67
Regular 1 65 Gallon Cart	21.19
Regular 1 95 Gallon Cart	23.71
Senior/Veteran 1 48 Gallon Cart	17.48
Senior/Veteran 1 65 Gallon Cart	19.99
Senior/Veteran 1 95 Gallon Cart	22.52
Carryout 1 48 Gallon Cart	39.24
Carryout 1 65 Gallon Cart	41.75
Carryout 1 95 Gallon Cart	44.28
Senior/Veteran Carryout 1 48 Gallon Cart	37.99
Senior/Veteran Carryout 1 65 Gallon Cart	40.51
Senior/Veteran Carryout 1 95 Gallon Cart	43.04
Organics 1 95, 65 or 48 Gallon Cart	9.68
Each Additional Cart	2.23
There is no discount if the customer chooses not to recycle	

Miscellaneous Service	
EXY - Additional Charge Per Occurrence	26.01
Cart Removal	25.00
Large Freon Item	66.87
Large Non-Freon Item	33.83
Lid Locks Installation	51.87
Relocation - any size	40.47
Residential Extra Pickup - Per Cart	17.34
Steam Clean Container	207.59

Commercial RCY Carts						
Frequency	Extra	1 Cart	2 Carts	3 Carts	4 Carts	5 Carts
1 x week	7.68	11.80	17.49	23.16	28.86	34.55

Commercial RCY								
Size	Delivery	Extra	EOW	1 x week	2 x week	3 x week	4 x week	5 x week
3	21.71	14.63	45.82	56.65	85.24	not available	not available	not available
6	21.71	23.62	58.05	85.81	143.60	not available	not available	not available
8	21.71	32.50	not available	113.38	190.19	not available	not available	not available

Industrial IR					
Size	Delivery	Haul	Monthly Rent	Daily Rent	Tax on Rent
20	43.77	104.59	109.99	3.62	6%
30	43.77	104.59	127.09	4.18	6%
40	43.77	104.59	144.28	4.74	6%
Compactors	-	110.58	-	-	-

Commercial Glass						
Size	Delivery	Extra	1 x month	EOW	1 x week	2 x week
2	31.95	17.82	56.73	81.85	100.16	163.55

787 Star City Rates

Billed Monthly by Republic Services
****Billed Quarterly by Republic Services**
Monthly Rates Effective 7/01/26

Commercial MSW Carts				
Frequency	Extra	1 Cart	2 Carts	3 Carts
1 x week	18.86	42.97	66.32	89.69

Commercial MSW								
Size	Delivery	Extra	1 x month	EOW	1 x week	2 x week	3 x week	4 x week
3	24.31	43.11	59.93	97.09	124.56	214.37	274.26	327.45
6	24.31	71.84	not available	124.07	213.02	372.07	533.19	715.63
8	24.31	91.65	not available	216.60	297.49	504.02	694.07	925.37

Commercial Temp On Call						
Size	Delivery	Regular	C&D	Monthly Rent	Daily Rent	Tax on Rent
3	24.31	not available	85.51	14.79	0.49	6%

Industrial RO								
Size	Delivery	Haul	MSW per Ton	C&D per Ton	Concrete per Ton	Wood per Ton	Asbestos per Ton	Monthly Rent Taxable at 6%
20	38.92	169.61	18.50	38.00	25.00	20.00	60.00	103.59
30	38.92	169.61	18.50	38.00	25.00	20.00	60.00	122.26
40	38.92	169.61	18.50	38.00	25.00	20.00	60.00	137.43
Compactors	-	169.61	18.50	-	-	-	-	-

787 Star City 07-01-2026

**Residential MSW/RCY/ORG Monthly Rates Include 1 RCY Cart	
Regular 1 48 Gallon Cart	18.54
Regular 1 65 Gallon Cart	20.96
Regular 1 95 Gallon Cart	23.37
Senior/Veteran 1 48 Gallon Cart	17.35
Senior/Veteran 1 65 Gallon Cart	19.76
Senior/Veteran 1 95 Gallon Cart	22.18
Carryout 1 48 Gallon Cart	39.11
Carryout 1 65 Gallon Cart	41.52
Carryout 1 95 Gallon Cart	43.94
Senior/Veteran Carryout 1 48 Gallon Cart	37.86
Senior/Veteran Carryout 1 65 Gallon Cart	40.27
Senior/Veteran Carryout 1 95 Gallon Cart	42.70
Organics 1 95, 65 or 48 Gallon Cart	9.68
Each Additional Cart	2.23
There is no discount if the customer chooses not to recycle	

Miscellaneous Service	
EXY - Additional Charge Per Occurrence	26.01
Large Freon Item	66.87
Large Non-Freon Item	33.83
Lid Locks Installation	51.87
Relocation - any size	40.47
Residential Extra Pickup - Per Cart	17.34
Steam Clean Container	207.59

Commercial RCY Carts						
Frequency	Extra	1 Cart	2 Carts	3 Carts	4 Carts	5 Carts
1 x week	7.68	11.80	17.49	23.16	28.86	34.55

Commercial RCY								
Size	Delivery	Extra	EOW	1 x week	2 x week	3 x week	4 x week	5 x week
3	21.71	14.63	45.82	56.65	85.24	116.24	148.61	182.72
6	21.71	23.62	58.05	85.81	143.60	not available	not available	not available
8	21.71	32.50	not available	113.38	190.19	not available	not available	not available

Industrial IR					
Size	Delivery	Haul	Monthly Rent	Daily Rent	Tax on Rent
20	43.77	104.59	109.99	3.62	6%
30	43.77	104.59	127.09	4.18	6%
40	43.77	104.59	144.28	4.74	6%
Compactors	-	110.58	-	-	-

EXHIBIT B

Price Escalation Factor

The Contractor will receive a yearly rate adjustment effective each July 1st. This adjustment will be based on the change in the Consumer Price Index (CPI) for the previous twelve-month period ending in March. The Consumer Price Index to be used shall be the US City Average- All Urban Consumers Index, Expense Category Garbage/Trash, as published by the U.S. Department of Labor, Bureau of Labor Statistics.

Additionally, the Contractor may request a rate increase to adjust for any increase in: (a) disposal costs; (b) Contractor's costs due to changes in Applicable Laws; or (c) reasons other than those set forth above with City's consent, which may be evidenced in writing by the parties' actions and practices.