

SOLID WASTE HANDLING AND RECYCLING AGREEMENT

This Contract is between the City of Evansville (called "City") of 31 S. Madison St, Evansville, WI 53536, with a mailing address of P.O. Box 529, Evansville, WI 53536, and Badgerland Disposal, LLC an LRS Company (called "Contractor") of 265 N. Janesville Street, Milton, Wisconsin 53563, with a mailing address of P.O. Box 458, Milton, WI 53563.

The parties agree as follows:

1. **Term of Contract.** This Contract shall commence an initial 5 year term on January 1, 2021 and will expire on December 31, 2025. The City has the option to extend the contract to either 7 or 10 year options, outlined herein, by January 31st, 2022. At the expiration of the initial term, the City shall have the option to renew this contract for (1) year periods up to an additional five (5) year term extension, and to negotiate the costs for each one (1) year period this contract is extended. The Contractor shall notify the City at least ninety (90) days prior to the expiration of this contract.

2. **Services.** Contractor shall collect, transport, recycle and/or dispose of solid waste and recyclable materials for all household units within the City. At the time of execution of this agreement, the household unit count is 2,200 as of January 1, 2021. The City will provide the Contractor a verified household count and address list for all locations requiring the contracted services described herein.

3. **Rates.** Contractor shall provide weekly solid waste, bi-weekly recyclable & monthly bulk collection over the term of the contract at the following rates:

CITY OF EVANSVILLE									
Badgerland Disposal Curbside Collection Services									
Monthly Per Unit Price Schedule includes carts, WEEKLY waste/refuse service, BI-WEEKLY recycling service & MONTHLY bulk sweep (1 item) 95, 65 or 35 gallon cart options									
TERM	5 YEARS			7 YEARS (OPTION)			10 YEARS (OPTION)		
	WASTE	RECYCLE	TOTAL	WASTE	RECYCLE	TOTAL	WASTE	RECYCLE	TOTAL
1/1/21 - 12/31/21	\$5.54	\$4.00	\$9.54	\$5.54	\$4.00	\$9.54	\$5.54	\$4.00	\$9.54
1/1/22 - 12/31/22	\$5.76	\$4.16	\$9.92	\$5.72	\$4.13	\$9.85	\$5.68	\$4.10	\$9.78
1/1/23 - 12/31/23	\$5.99	\$4.33	\$10.32	\$5.91	\$4.26	\$10.17	\$5.82	\$4.20	\$10.02
1/1/24 - 12/31/24	\$6.23	\$4.50	\$10.73	\$6.10	\$4.40	\$10.50	\$5.97	\$4.31	\$10.27
1/1/25 - 12/31/25	\$6.48	\$4.68	\$11.16	\$6.30	\$4.55	\$10.84	\$6.12	\$4.42	\$10.53
1/1/26 - 12/31/26				\$6.50	\$4.69	\$11.19	\$6.27	\$4.53	\$10.79
1/1/27 - 12/31/27				\$6.71	\$4.85	\$11.56	\$6.42	\$4.64	\$11.06
1/1/28 - 12/31/28							\$6.59	\$4.75	\$11.34
1/1/29 - 12/31/29							\$6.75	\$4.87	\$11.62
1/1/30 - 12/31/30							\$6.92	\$5.00	\$11.91

- a. Additional containers, for added recycling and/or refuse collection may only be requested by the City on behalf of residents and charged at the same individual rate.
4. Approved Containers. Each residence will receive one (1) wheeled 95-gallon container for solid waste and one (1) wheeled 95-gallon container for recyclables by default. Residents will have the option to select 65-gallon or 35-gallon containers instead, at the onset of service (first 90 days of contract) and/or resident move in, move out, new construction, etc. Container swap out requests after the first 90 days of contract commencement will result in a \$25.00 fee prepaid by the resident to Contractor. Replacement containers due to loss or damage (by resident) will result in a \$50.00 per container fee prepaid by the resident to Contractor. The City will provide the contractor an updated and current address list for all addresses requiring service under this contract. All containers will remain the property of Contractor.
5. Placement of Containers. All items placed out for collection by residents must be at the curb by 6:00 a.m. on the designated collection day. All materials placed out for collection must be at least 3 feet from the curb or public right-of-way and the materials must be readily accessible to the Contractor. The Contractor shall handle all carts, cans, and containers with reasonable care to avoid damage. In the event the Contractor cannot accept certain items, the Contractor will utilize a dedicated communication mechanism to inform the residents as to the reason why the material was not accepted. The Contractor shall be provided unobstructed access to the containers on the scheduled collection day.
6. Written Information. Contractor will provide each residence with written information and instructions for service at onset of contract/service, including an annual calendar showing the pick-up day for solid waste, recyclable & monthly bulk collections, at no expense to the City. Service calendars will be posted on the Contractors website and also provided to the City for posting on their website, social media, etc during each year of the contract. Contractor will develop and review for approval a 'Welcome Packet' mailer with the City before sending to all residents on the address list provided by the City.
7. Fuel Rebates or Fuel Surcharge. If on-highway diesel fuel decreases below \$2.50 per gallon, a fuel rebate will be issued per household according to schedule below. If diesel fuel rises above \$3.25 per gallon, a fuel surcharge will be added per household according to schedule below. Fuel pricing evidence will be based on national diesel fuel averages reported by the U.S. Department of Energy On-Highway Diesel Price Index each month.

Fuel Price		Refund	Fuel Price		Surcharge
\$ 2.00	\$ 2.04	\$ 0.18	\$ 3.25	\$ 3.29	\$ 0.02
\$ 2.05	\$ 2.09	\$ 0.16	\$ 3.30	\$ 3.34	\$ 0.04
\$ 2.10	\$ 2.14	\$ 0.13	\$ 3.35	\$ 3.39	\$ 0.06
\$ 2.15	\$ 2.19	\$ 0.12	\$ 3.40	\$ 3.44	\$ 0.08
\$ 2.20	\$ 2.24	\$ 0.10	\$ 3.45	\$ 3.49	\$ 0.10
\$ 2.25	\$ 2.29	\$ 0.09	\$ 3.50	\$ 3.54	\$ 0.12
\$ 2.30	\$ 2.34	\$ 0.06	\$ 3.55	\$ 3.59	\$ 0.14
\$ 2.35	\$ 2.39	\$ 0.04	\$ 3.60	\$ 3.64	\$ 0.16
\$ 2.40	\$ 2.44	\$ 0.03	\$ 3.65	\$ 3.69	\$ 0.18
\$ 2.45	\$ 2.49	\$ 0.01	\$ 3.70	\$ 3.74	\$ 0.20
\$ 2.50	\$ 2.54	N/A	\$ 3.75	\$ 3.79	\$ 0.22
\$ 2.55	\$ 2.59	N/A	\$ 3.80	\$ 3.84	\$ 0.24
\$ 2.60	\$ 2.64	N/A	\$ 3.85	\$ 3.89	\$ 0.26
\$ 2.65	\$ 2.69	N/A	\$ 3.90	\$ 3.94	\$ 0.28
\$ 2.70	\$ 2.74	N/A	\$ 3.95	\$ 3.99	\$ 0.30
\$ 2.75	\$ 2.79	N/A	\$ 4.00	\$ 4.04	\$ 0.32
\$ 2.80	\$ 2.84	N/A	\$ 4.05	\$ 4.09	\$ 0.34
\$ 2.85	\$ 2.89	N/A	\$ 4.10	\$ 4.14	\$ 0.36
\$ 2.90	\$ 2.94	N/A	\$ 4.15	\$ 4.19	\$ 0.38
\$ 2.95	\$ 2.99	N/A	\$ 4.20	\$ 4.24	\$ 0.40
\$ 3.00	\$ 3.04	N/A	\$ 4.25	\$ 4.29	\$ 0.42
\$ 3.05	\$ 3.09	N/A	\$ 4.30	\$ 4.34	\$ 0.44
\$ 3.10	\$ 3.14	N/A	\$ 4.35	\$ 4.39	\$ 0.46
\$ 3.15	\$ 3.19	N/A	\$ 4.40	\$ 4.44	\$ 0.48
\$ 3.20	\$ 3.24	N/A	\$ 4.45	\$ 4.49	\$ 0.50

8. **Bulk Disposal.** Once a month on a scheduled date, Contractor will include curbside pickup of up to (1) bulk item per home. Residents do NOT need to call in for this service, it will be a sweep of the entire community. Bulk includes items that do not fit inside of the Badgerland provided carts and could include furniture, mattresses, or other waste that can be handled by one person. For the purposes of this proposal, the included bulk option does NOT include appliances, electronics, brush, yard waste, hazardous goods, or tires. Waste oil (sealed in a up to 1 gallon container) will be collected will occur curbside during the recycling collection schedule.
- a. Freon and Non-Freon appliances can we collected through scheduled call in by the resident to Contractor at a cost of \$35.00 / \$30.00 per item respectively.
 - b. Electronics waste can be dropped off at the City designated location (currently the City yard waste site, secured by gate) where Contractor will supply one (1) 20 yard dumpster to be hauled no less than once every month, or when called upon by the City if the container is full.
 - c. Contractor will provide an additional 20 yard dumpster at a City designated location on demand / as needed for additional bulk waste needs or events at a rate of \$175.00 per haul and \$50.00 per ton for disposal costs.

- d. Residents may contact Contractor directly for special bulk pickup coordination and scheduling beyond the 1 item monthly limit. Contractor will transact costs and fees directly with resident based on quantity and type of items.
9. Commercial Containers. In the event the City requires a change in service or additional service for its purposes or needs, the contractor agrees to provide, at its own expense, commercial containers for use within the City. Such requests may include but are not limited to the substitution of residential curbside collection or containers for City projects. These containers will be offered with different service levels and pricing including; once a month, every other week pickup and weekly collection. Pricing will depend on service frequency and container size. These containers shall remain the property of the contractor and the contractor will be responsible for the condition of the containers, but damage to the container outside of the contractor's control shall be the responsibility of the customer.

Contractor shall provide the following facilities to be used by the City, at its discretion, and shall remove solid waste and recyclable materials from such facilities at the expense of the contractor:

*City Public Works / Garage Facility
Streetscape Permanent Waste Fixtures at City Hall and Main Street*

10. Collection for Disabled Residents. Collection for disabled residents will be treated with special care walk-up service. Carts must be outside on collection day for qualified residents. To qualify as a disabled resident, one must: be unable to place containers at the curb, have no one to assist them, be certified by a physician as disabled. The City will provide any existing addresses that have and require walk-up service now.
11. Performance of Work. All collections will be made on time, as scheduled. All work will be performed in a workman-like manner (i.e., efficiently, safely, neatly) with special regard for the needs of City residents.
12. Holidays. For the purpose of this contract, the following holidays shall be deemed official holidays: New Year's Day, Memorial Day (fourth Monday in May); Independence Day; Labor Day (first Monday in September); Thanksgiving Day (fourth Thursday in November); and Christmas Day. If the collection day falls on or during the week following the Holiday, then Contractor shall provide Collection Services on the next business day following the Holiday or regular collection day, including Saturdays. In the event of inclement weather prohibiting the safe operation of collection vehicles, the Contractor may delay services, until safe operation is possible, but in no event longer than three (3) days. Contractor will notify City immediately if any delay is necessary.
13. Hours and Standards of Collection. The Contractor shall not commence work before 6:00 a.m., and shall cease collection by 7:00 p.m.

If to the Contractor: Badgerland Disposal, LLC
Attn: Town Services
265 N. Janesville Street
P.O. Box 458
Milton, WI 53563
townservice@badgerlanddisposal.com
(608) 580-0580

20. Cancellation of Contract. Either party may cancel the Contract in case of breach. The moving party must notify the breaching party and allow ninety (90) days to correct the breach. If the breach is not cured within ninety (90) days, the offended party may, but is not required to, elect to have the contract terminated, forthwith.
21. Complaints. Complaints shall be directed to the Contractor and the Contractor will address said complaints. Contractor agrees to log all complaint calls and make this log available to the City upon their request. Said log will list date, address, name of person issuing complaint, nature of complaint, and how the complaint was resolved. Contractor agrees to respond in a reasonable and professional fashion to customer complaints.
22. Contractor Is Independent Contractor. Contractor is an independent contractor and is not an agent or employee of the City. Contractor shall comply with all Federal, State, and local laws regarding income tax withholding, FICA, unemployment compensation and worker's compensation insurance.
23. Exclusivity. This Contract is an exclusive contract between the City and Contractor. All household units within the City must participate in the City solid waste and recycling handling program. Large Commercial Units are required to contract separately, at their own expense, for solid waste and recycling collection and disposal. Accordingly, the City does not grant to Contractor an exclusive right to service Large Commercial Units, nor does the Contractor agree to service these Units under this Contract.
24. Assignability. This Contract may be assignable by the Contractor in whole or in part with the written consent of the City, said consent not to be unreasonably withheld.
25. Determination of Billing Units. The number of units for billing purposes shall be determined by the City Administrator-Clerk-Treasurer, prior to the onset of service and reported to the Contractor in writing, accompanied by an address listing for each household unit requiring service. The City & Contractor will work together to audit the list during implementation and the number of units reported shall be used to determine the billing for each month thereafter. The number of units may be updated on monthly basis due to addition or subtraction of household units within the City.
26. Payment to Contractor. Contractor shall submit invoices directly to the City on a monthly basis for its services rendered hereunder. The City shall pay Contractor the full amount invoiced, regardless of the amount actually collected by the City from the Serviced Units within 30 days of the date of the invoice.

27. Office and Point of Contact. The Contractor shall maintain an office, during normal business hours, through which it may be contacted directly, where service may be applied for, where the public and City personnel may call in or send inquires and complaints, and where the public and the City personnel may send and receive instructions. In addition, a telephone number by which the Contractor may be reached after regular hours shall be provided to the City for the use of the City's personnel.

The Contractor shall also provide email addresses that may be used for resolution of resident complaints and for communication with City staff. The Contractor shall also notify the City of its designated contact person(s) for the purpose of obtaining instructions, answering inquires, and resolving complaints.

28. Disposal Facility. Contractor agrees to transport solid waste collected in the City pursuant to this Contract to an approved disposal or transfer facility.

29. Compliance with Laws. Contractor shall at all times comply with all laws, ordinances, and regulations of the City, County of Rock, and the State of Wisconsin at any time applicable to the Contractor's operations under the Contract.

30. Contractor's License. Contractor shall at all times be properly licensed by all required regulatory agencies.

31. Amendment. There can be no amendment to this contract without a written agreement signed by both Contractor and City.

32. Indemnity. Contractor shall hold the City harmless from and indemnify the City for any cost of defending any and all claims made against the City and relating to the Contractor's performance of services under this Contract.

33. Insurance. Contractor shall carry insurance insuring the collection service as follows:

- a. Worker's Compensation. Contractor shall carry in a company authorized under the laws of the State of Wisconsin a policy to protect itself against liability under the Worker's Compensation Statutes of the State of Wisconsin.
- b. Automobile Liability Insurance. The Contractor shall carry in his own name a policy under a comprehensive form to insure the entire automobile liability of his operations with the limits of not less than \$1,000,000 each person and \$2,000,000 for each accident bodily injury liability, and \$500,000 each accident for property damage liability.
- c. General Liability. The Contractor shall carry in its own name a comprehensive liability policy for its operations other than automobile with limits of not less than \$1,000,000 each person and \$2,000,000 for each accident bodily injury liability and \$500,000 each accident for property damage liability.

- d. The Contractor will place on file with the City certificates of insurance provided by the insurance carrier or carriers writing insurance coverage and types of insurance required in the paragraph are currently in effect at all times during the term of this Contract. As terms of coverage expire or if Contractor changes insurance companies, the Contractor shall provide a replacement certificate of insurance to that the City is assured at all times that the Contractor has the requisite insurance coverage called for herein and that such coverages are always in effect. All such certificates of insurance shall be placed on file in the office of the City Clerk and name the City as an additional insured.

34. Dispute Resolution. The parties agree to participate in good faith discussions/negotiations to resolve any dispute, claim or controversy arising out of or relating to this contract prior to the intervention of any third party. If any such dispute, claim or controversy is not resolved by discussion and/or negotiation, the parties may, at their discretion, jointly agree to mediation as a means to resolve the dispute. If mediation is not successful, or if either party chooses not to participate in mediation, the parties are entitled to pursue any right or remedy that they believe they are entitled to under the law, including access to the court system.

35. Governing Law. This Contract shall be governed by the laws of the State of Wisconsin and any disputes will be venued and settled in Rock County Wisconsin.

36. Definitions. The following terms and definitions shall apply in the interpretation of this contract:

- a. "Approved Container" shall mean the Solid Waste and Recyclable carts provided by the contractor.
- b. "Commercial Units" shall mean commercial establishments located within the City. Commercial units may receive the same service as a household unit. If additional services are needed by the Commercial Unit, they will separately contract such service as their own expense.
- c. "Contractor" shall mean Badgerland Disposal, LLC, a Wisconsin Limited Liability company.
- d. "Household Unit" shall mean all residential dwelling units up to four units within the City, such that a single-family dwelling shall be counted as one Household Unit, a two-family dwelling shall be counted as two Household Units and so on.
- e. "Multifamily Dwelling" units, businesses and industries shall not be included in this contract.
- f. "Recyclables" shall mean single stream recyclable materials set forth in section 15.

- g. "Solid Waste" shall mean municipal solid waste generated in the normal and ordinary course by Household Units within the City. The term "Solid Waste" excludes special waste, hazardous waste or other types of materials which require special handling and disposal. Household Units shall dispose of all solid waste in Approved Containers.

City of Evansville

By: 
William Hurtley, Mayor

Badgerland Disposal, LLC an LRS Company

By:  Signed: 9/23/2020
Kris Roesken,
Director of Business Development

By: 
Judy Walton, City Clerk

Dated: 9/29/2020, 2020

