



VILLAGE OF WILLIAMS BAY

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NOTICE

STREETS & HIGHWAYS (S&H) COMMITTEE MEETING WEDNESDAY, JANUARY 22, 2025 AT 9:00 AM

AGENDA

The following agenda items may be considered for Discussion, Consideration, or Action

- I.** Call to Order
- II.** Roll Call
- III.** Discussion and Possible Action on GFL Contract
- IV.** Adjourn

Jim D'Alessandro
Streets and Highways Chair

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the Village Clerk's office in advance so the appropriate accommodations can be made.

Posted: 01/20/2025 3:00 PM

**VILLAGE OF WILLIAMS BAY
RESOLUTION NO. R-55-24**

**AUTHORIZING AN AGREEMENT FOR RESIDENTIAL MUNICIPAL SOLID WASTE &
RECYCLING COLLECTION SERVICES AND DISPOSAL
(GFL SOLID WASTE MIDWEST LLC)**

THIS AGREEMENT FOR RESIDENTIAL MUNICIPAL SOLID WASTE & RECYCLING COLLECTION SERVICES AND DISPOSAL (this “Agreement”) made and entered into on the 19th day of August, 2024, (the “Effective Date”) by and between the Village of Williams Bay, a municipality of the State of Wisconsin and, by and through its Village Board (“Village”) and GFL Solid Waste Midwest, LLC, a Wisconsin limited liability company (“Contractor”).

WHEREAS, the Village deems it necessary to protect the public health of its citizens by contracting with a private company for the removal of solid waste and recyclables generated by residents within the Village and that such action is a valid exercise of powers of the Village; and

WHEREAS, the Contractor submitted a proposal to Village (the “Proposal”) and such Proposal has been accepted by the Village; and

WHEREAS, Village and Contractor are desirous of entering into this Agreement, under the terms of which, Contractor shall have an exclusive Agreement for a specified period of time for the provision of the services contemplated by this Agreement; and

WHEREAS, the Village has determined that Contractor has expended substantial capital to acquire this Agreement and will expend significant additional amounts of capital during the term of this Agreement to fulfill its responsibilities in providing high quality solid waste collection, transportation and disposal services to Village residents, all of which should greatly benefit Village; and

WHEREAS, Village and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste, recyclables, yard waste and bulky waste collection, transportation and disposal services as herein set out, and for the compensation as hereinafter provided and the Village has deemed it to be in the best interest of the Village and the residents of the Village to enter into this Agreement upon such terms and conditions set forth herein in order to ensure high quality services by the Contractor to the residents of the Village ; and

WHEREAS, Village agrees to pay for the Services to be provided by Contractor as set forth herein.

NOW THEREFORE, in consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1.0 - Definitions

For purposes of this Agreement, the following terms shall be defined as follows.

1.1 “Agreement” has the meaning set forth in the first paragraph above, and includes all Schedules and Exhibits attached hereto.

1.2 “Biomedical Waste” means any solid or liquid waste which may present a threat of infection to humans, including nonliquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded sharps. This definition also includes used, absorbent materials saturated with blood, blood products, body fluids, or excretions or secretions contaminated with visible blood; absorbent materials saturated with blood or blood products that have dried; and non-absorbent, disposable devices that have been contaminated with blood, body fluids or secretions or excretions visibly contaminated with blood, but have not been treated by an approved method.

1.3 “Bulky Waste” means discarded items that are larger than three (3) feet in any dimension, and/or otherwise will not fit within an empty Cart, thus too large or too bulky to be collected by Contractor as contemplated by this Agreement. Bulky Waste Collection is available at Residential Premises at a charge directly to the Occupant of the Residential Premises from the Contractor.

1.4 “C&D Materials” means discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except as provided in by applicable laws, unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. This material is not included as part of Bulky Waste collection.

1.5 “Cart” means a rollout receptacle for Residential Solid Waste or Recyclables with a capacity of 95 gallons, constructed of plastic and metal, having handles of adequate strength for lifting, and having a tight-fitting lid that is provided by Contractor to a Residential Premises and is owned by Contractor.

1.6 “Village” means the Village of Williams Bay which shall include, for purposes of this Agreement, the incorporated area of the Village and the areas outside the corporate bounds of the Village and receiving Village service(s).

1.7 “Contractor” has the meaning set forth in the first paragraph above.

1.8 “Curbside” means the location that is within at least four (4) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location designated by the Contractor that will provide a safe and efficient accessibility to the Contractor’s personnel and vehicles for the placement of Carts, Bulky Waste and White Goods for collection pursuant to the terms of this Agreement. For purposes of this Agreement, public road or public right-of-way means a road owned and

maintained by the Village or special district, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the Contractor's vehicles.

1.9 "Customer" means the owner and/or occupant of a Residential Premises.

1.10 "Disabled Person" means the owner of the Residential Premises who is disabled to the extent that he or she is incapable of placing his or her Cart at the Curbside location for collection by the Contractor and otherwise complies with the provisions of Section 3.3 below. Disabled Person shall include an owner of a Residential Premises with a temporary disability not to exceed 90 days.

1.11 "Force Majeure" means any act, event, or condition having a direct material adverse effect on Contractor's ability to perform any obligation, agreement, or covenant under this Agreement, including without limitation, Contractor's ability to collect, transport or dispose of Residential Solid Waste, Recyclables, or Bulky Waste if such act, event, or condition is beyond Contractor's reasonable control. Such acts, events, or conditions shall include, but shall not be limited to, the following: (a) an act of God, lightning, earthquake, fire, severe weather conditions, epidemic, land-slide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the act of any governmental body on behalf of any public, quasi-public, or private entity; or (b) the order, judgment, action, or determination of any federal, state, or local court, administrative agency, or governmental body (excepting decision interpreting federal, state, and local tax laws), which adversely affects: (i) the ability of Contractor to perform the services contemplated hereunder; (ii) the right or ability of the Contractor to dispose of the Residential Solid Waste or (iii) the suspension, termination, interruption, denial, or failure or renewal or issuance of any permit, license, consent, authorization, or approval necessary for Contractor to perform the services contemplated hereunder.

1.12 "Garbage" means all kitchen and table food waste, animal or vegetative waste that is attendant with or results from the storage, preparation, cooking or handling of food materials.

1.13 "Hazardous Waste" means any and all (a) hazardous substances, pollutants, and contaminants, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, solid or hazardous wastes, as defined by the Resource Conservation and Recovery Act, as amended, hazardous materials, as defined by the Hazardous Materials Transportation Act, as amended, toxic substances, as defined by the Toxic Substances Control Act, as amended, toxic chemicals or extremely hazardous substances, as defined by the Emergency Planning and Community Right-To-Know Act, as amended, hazardous air pollutants, as defined by the Clean Air Act, as amended, and hazardous substances, as defined by the Clean Water Act, as amended; (b) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment, or which are regulated under any applicable federal, state, or local laws rules, or regulations, or any other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for disposal at the intended disposal site

utilized by Contractor; (c) any material that requires other than normal handling, storage, management, transfer or disposal; or (d) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water standards to be violated by the normal operation of the disposal site to be utilized by the Contractor, or because of its size, durability or composition cannot be disposed of at such disposal site or has a reasonable possibility of otherwise adversely affecting the operation or useful life of such disposal site.

1.14 “Non-Curbside Services” has the meaning set forth in Section 3.3.

1.15 “Recyclables” shall mean the following materials: aluminum containers; bi-metal containers (i.e., containers made from a combination of steel and aluminum); corrugated cardboard or other containerboard; glass containers; magazines and other materials printed on similar paper; newspaper and other materials printed on newsprint; office paper; plastic containers #1-#5 (e.g., milk jugs, laundry detergent bottles, soda, and water bottles); and steel containers (tin cans). Recyclables specifically does not include, and Customers shall not dispose of any of the following: electronics; lead acid batteries; major appliances; used oil filters; waste oil and waste tires.

1.16 “Residential Premises” means a dwelling within the Village occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.

1.17 “Residential Solid Waste” means all Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C&D Materials, Recyclables, Yard Trash, Bulky Waste, White Goods, Hazardous Waste, or any Unacceptable Waste or materials as determined by the Contractor.

1.18 “Rubbish” means non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

1.19 “Services” has the meaning set forth below in Section 2.2.

1.20 “Solid Waste” has the meaning set forth previously in Section 1.12.

1.21 “Special Waste” means solid wastes that can require special handling and management, including but not limited to, bulky waste, white goods, waste tires, used oil, lead-acid batteries, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps, or any other material banned from Wisconsin landfills.

1.22 “Term” has the meaning set forth below in Section 2.4.

1.23 “Unacceptable Waste” means (a) waste and materials that are not part of the Services contemplated hereunder as determined by Contractor, (b) Hazardous Waste, Biomedical Waste, Special Waste, fluorescent lights, automotive batteries, paints, paint solvents, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs., and firearms, (c) waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's vehicles, equipment or facilities, or present

a substantial danger to the health or safety of the public or Contractor's employees, and (d) waste which is or may be prohibited from disposal at the applicable disposal site by local, federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

1.23 "White Goods" means inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances.

1.24 "Yard Trash" means vegetative matter resulting from landscaping maintenance or land clearing operations at Residential Premises and includes materials such as tree and shrub trimmings, grass clippings, trees, and tree stumps.

1.25 "Manual Collection Area" means the area determined by Contractor where Collection of Solid Waste and Recyclables must be completed utilizing a vehicle that can be driven on roadways in areas where larger automated collection have limited access. Contractor shall be the sole party to determine Residential Premises serviced via Manual Collection.

1.26 "Manual Collection Area-Approved Containers" shall mean a container not to exceed thirty-two (32) gallons in capacity for the deposit of either Solid Waste or Recyclables subject to collection by Contractor pursuant to this Agreement.

Section 2.0 – Scope of Agreement

2.1 Recitals; Conflict. The parties hereto acknowledge and agree that the "whereas" recitals set forth above are true and correct and are hereby incorporated herein by this reference. The parties further acknowledge and agree that in the event of any conflict between this Agreement and the RFP, the Proposal, or any other documents submitted by or to the Village and Contractor, this Agreement shall prevail and control.

2.2 Scope. The work under this Agreement shall consist of the collection of Residential Solid Waste and, Recyclables by Contractor from the Residential Premises, located in the Village (collectively, the "Services"). In the performance of the Services, Contractor shall also provide the supervision, materials, and equipment necessary to complete the Services in accordance with the terms of this Agreement. Collection of Residential Solid Waste and Recyclables by Contractor shall be mandatory for all Residential Premises in the Village, and all such Residential Premises shall be required by the Village to use the Services to be provided by Contractor pursuant to this Agreement. The scope of the Services to be provided by Contractor hereunder shall not be amended or modified without the mutual consent of the parties hereto.

2.3 Exclusivity. During the term of this Agreement, Contractor shall provide the Services and in accordance with the terms of this Agreement and shall have the sole and exclusive right to provide the Services throughout the Village. The Village hereby grants, and the Contractor hereby accepts, the sole and exclusive Agreement, license, and privilege to provide the Services during the Term of this Agreement and all renewal terms thereto. All such rights shall be exclusive to the Contractor and no other person or entity except the Contractor may offer or provide the Services as contemplated hereby. The Village further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement or

understanding with any other person or entity for performance of the Services contemplated hereby during the Term hereof.

2.4 Term. The term of this Agreement shall be for the period beginning on September 1, 2024, and expiring on December 31, 2027 (the "Initial Term"). By mutual agreement of both parties, this Agreement may be extended yearly. In the event the Village or Contractor elects to extend the Agreement beyond its termination, the Village or Contractor shall, on or before October 31st of the preceding year, submit a written proposal of terms and conditions for the continuation of the Agreement ("Continuation Proposal"). This Continuation Proposal may set forth different alternatives but shall specify the nature of the service required and the term of the proposed service. Upon receipt of the Continuation Proposal, the Village shall have sixty (60) days in which to make its determination as to whether to accept or reject the Continuation Proposal. During this period, the Contractor and Village agree to negotiate in good faith for the purpose of continuing this Agreement.

Section 3.0 – Contractor Responsibilities

3.1 Services Provided.

3.1.1 Residential Solid Waste Contractor shall collect Residential Solid Waste that is timely placed in a Cart from each Residential Premises one (1) time per week at Curbside. The Customer located at the Residential Premises shall place only Residential Solid Waste in the Cart designated for Residential Solid Waste and shall place the Cart at Curbside by 6:00 am on the designated collection day. Contractor shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect any such Residential Solid Waste from any Residential Premises because such Residential Solid Waste was not timely placed in a Cart at Curbside in accordance with this Agreement. Contractor shall not be responsible for collection of any Residential Solid waste not properly and timely placed in a Cart in the proper location at Curbside at the designated time and on the designated day and has the right to refuse to collect all Unacceptable Waste.

3.1.1.a. The Collections provided in the Manual Collection Area shall be on a weekly basis. Customer shall place Solid Waste in Manual Collection Approved Containers. Customer shall be limited to three (3) Manual Collection Approved Containers per week.

3.1.2 Recyclables. Contractor shall collect Recyclables that are timely placed in a Cart from each Residential Premises on a bi-weekly basis, the same days as Residential Solid Waste Collection at Curbside. The Customer located at the Residential Premises shall place Recyclables in the Cart designated for Recyclables and shall place the Cart at Curbside by 6:00 a.m. on the designated collection day. Contractor shall not be responsible for collection of Recyclables and shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect Recyclables from any Residential Premises because the Recyclables were not timely or properly placed in a Cart in the proper location at Curbside in accordance with this Agreement or if the Recyclables contain Unacceptable Waste.

3.1.2.a. The Collections provided in the Manual Collection Area shall be on a weekly basis. Customer shall place Recyclables in Manual Collection Approved Containers. Customer shall be limited to three (3) Manual Collection Approved Containers per week.

3.1.2 Bulky Waste Bulky Waste placed outside of the Cart and placed roadside shall not be collected by Contractor from the Residential Premises that generated such Bulky Waste. - Contractor shall collect Bulky Waste with pre-payment from occupant of Residential Premises.

3.1.3 Disposal of Waste. Contractor may deliver all Residential Solid Waste and Recyclables collected by Contractor to a disposal or other processing facility as determined by the Contractor in its sole discretion.

3.1.4. Village Facilities at No-Charge. Contractor shall provide Solid Waste and Recyclables collection services at the following locations at no additional cost to the Village:

- One (1) cart for Solid Waste and one (1) cart for Recyclables at East Park
- One (1) cart for Solid Waste and one (1) cart for Recyclables at the Beach House
- One (1) cart for Solid Waste and one (1) cart for Recyclables at the Public Launch
- Two (2) carts for Solid Waste and two (2) carts for Recyclables at Edgewater Park
- One (1) cart for Solid Waste and one (1) cart for Recyclables at the Fieldhouse
- One (1) cart for Solid Waste and one (1) cart for Recyclables by the Tennis Court/Basketball area in the Fieldhouse Park
- One (1) cart for Solid Waste and one (1) cart for Recyclables at the West Municipal Pier
- One (1) 1.5yd container for Solid Waste serviced bi-weekly at the Water Department
- Two (2) 8yd containers for Solid Waste service weekly at 230 Williams Street

3.2 Carts

Contractor shall supply the Village with Carts for every Residential Premises receiving the Services as contemplated by this Agreement. It shall be the responsibility of the Village and Residential Premises to properly use and safeguard the Carts. The Village and each Customer shall maintain the Carts in reasonably good condition, normal wear and tear excepted. The Village and each Customer has the care, custody, and control of any Cart, and each shall have the responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Cart and for the cleanliness and safekeeping of such Cart. Contractor shall have the right to charge Customer for the cost of repair or replacement of Carts, including delivery fees, if such repair or replacement is required because of abuse, misuse or damage, fire, or theft. The cost for replacement of any cart, including delivery, is \$65. Customers may request one or more additional Carts from Contractor for an additional volume of collection Services. Contractor shall receive payment from the Residential Unit for the additional Service to be provided to such Customer, as if such additional Service constituted an additional Residential Premises, at the then applicable rate of compensation payable to Contractor as contemplated by this Agreement. This charge shall be directly to the Residential Unit at an annual rate. Carts shall remain the property of the Contractor during the term of this agreement.

3.3 Non-Curbside Service for Disabled Persons

Contractor shall provide back/side-door Residential Solid Waste collection services ("Non-Curbside Service") to Disabled Persons as identified by the Village who are physically unable to place the Cart at Curbside for collection by Contractor at the designated time and date contemplated by this Agreement. In no case will the quantity of persons receiving Non-Curbside Services exceed two percent (2%) of the total Residential Premises located in the Village. Contractor shall provide Non-Curbside Service at no additional charge than the Service Fees then in effect for those residents not physically able to take Carts to Curbside, provided however, that such exemption will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside. Prior to Contractor being required to provide such Non-Curbside Service to any person, any such person requesting Non-Curbside Service must obtain a physician's certificate certifying such disability and provide the physician's certificate to the Contractor. In no event will Non-Curbside Service be provided at a distance of more than 150 feet from the public roadway. Non-Curbside Services are not available for the collection of Bulky Waste or White Goods and shall only be provided to Disabled Persons at Residential Premises.

3.4 Location of Carts for Collection

Carts shall be placed at Curbside for collection service as described herein. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts shall be placed as close as practicable to an access point for the Contractor's collection vehicle that permits access by Contractor's collection vehicle to the Carts without endangering Contractor's employees or equipment. Contractor shall decline to collect any Residential Solid Waste or Recyclables not placed in the Cart in accordance with this Agreement.

3.5 Hours and Days of Operation; Holidays

3.5.1. Collection Services under this Agreement shall not start before 7:00 am nor continue after 7:00 pm each day and no collection shall take place on any Sunday.

3.5.2. The following shall be holidays for the purpose of this Agreement (each a "Holiday"):

New Years' Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Christmas Day

Residential Solid Waste and Recyclable collections shall be delayed until the next service day when the normally scheduled collection day falls on the holiday, or the Holiday is in the same week preceding the normally scheduled collection day. For example, if the normally scheduled collection day is on Friday, during the week of Memorial Day Monday the Friday collections will be performed on Saturday. The Contractor will not be allowed to perform collection Services on Sunday during a Holiday Week without authorization from the Village.

3.6 Routes of Collection.

Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes with the days of pick-up to the Village for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to Village for approval changes in routes or days of collection, which approval shall not be unreasonably withheld.

3.7 Complaints; Missed Collections.

3.7.1. Contractor shall furnish the Village instructions for contacting the Contractor in the event of Customer complaints. Contractor shall also furnish each Residential Premises with instructions for contacting Contractor by local telephone for information or for service complaints. All complaints made to Contractor shall be given prompt and courteous attention.

3.7.2. In the case of alleged missed scheduled collections (a "Missed Collection"), Contractor shall investigate and advise the Village how it will address the issue within twenty-four (24) hours after the complaint is received. Contractor will be responsible for receiving all reports of Missed Collections from Residential Premises and rectifying the Missed Collection with the Customer located at the Residential Premises. In the event the Missed Collection was due solely to the fault of the Contractor and such Missed Collection was not due to an event of Force Majeure or any action or inaction by the Village or the Customer, Contractor shall collect the Residential Solid Waste or Recyclables from such Residential Premises within one day of receipt of the complaint, except if Missed Collection deadline falls on a Saturday or a Sunday. In the event the Missed Collection was due to any act or failure to act by the Customer and/or the Village or its employees, agents or representatives, Contractor shall have the right to charge, and the Village agrees to pay, the Service Fees for the additional pickup by Contractor.

3.8 Collection Equipment and Personnel

3.8.1. The Contractor shall provide an adequate number of vehicles and personnel for regular collection Services. All collection vehicles and other equipment shall be kept in good repair, normal wear and tear excepted. Each collection vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Residential Solid Waste and Recyclables hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

3.8.2. The Contractor shall assign a qualified person or persons to be in charge of its performance of this Agreement. The Contractor's employees performing the Services contemplated hereunder shall wear a uniform or shirt bearing the Contractor's name. Each employee of Contractor who drives a vehicle pursuant to his or her duties in the performance of this Agreement shall, at all times, carry a valid Wisconsin driver's license for the type of vehicle he or she is driving. The Contractor shall provide operating and safety training for all personnel.

3.9 Access

The Contractor shall be required to provide the collection Services described herein to all Residential Premises located on publicly owned roadways accessible to standard solid waste collection vehicles. The Village shall maintain all publicly owned roads and bridges in a condition that affords safe access by Contractor's standard solid waste collection vehicles. The Village shall require occupants of Residential Premises to place Carts at Curbside for collection in accordance with the terms and conditions of this Agreement. The Village shall require the Customer located at the Residential Premises not accessible to standard solid waste collection vehicles to place Carts at an accessible location on a publicly owned roadway as determined by the Contractor. If the Cart, or any Bulky Waste, White Goods or Yard Trash to be collected pursuant to this Agreement, is blocked in any way to prohibit collection, Contractor shall have the right to charge, and the Village agrees to pay, for an additional pick-up as contemplated by Section 3.7.2. Contractor shall not be liable in any way and shall not be deemed to be in breach of this Agreement, for the failure to collect any materials in the event Contractor did not have or was denied access to the Residential Premises or to the Customer's Cart and other materials to be collected as provided hereunder.

3.10 Office

The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient local service telephones and shall have a person to answer such telephones from 7:30 a.m. to 5:00 p.m. daily Monday through Friday.

3.11 Natural Disasters

In the event of a hurricane, tornado, major storm or other natural disaster, the Contractor's sole responsibility shall be to reestablish regular routes and schedules for the Services as soon after the natural disaster as possible. The collection of Residential Solid Waste, Recyclable and Bulky Waste shall be the highest priority. The collection of debris generated by a natural disaster shall not be the responsibility of the Contractor. Under a separate agreement, the Village shall procure collection services for debris generated by a natural disaster. The Contractor agrees to provide reasonable cooperation, at no additional cost to the Contractor unless agreed to by the parties, with the Village and the person or entity collecting the debris in the aftermath of a natural disaster to return the Village to its pre-disaster state. The Contractor shall resume its performance of Services as soon as commercially practicable after such storm or disaster.

3.12 Compliance with Law; Permits.

The Contractor shall comply with all applicable local, state, and federal laws, rules, regulations, ordinances and statutes in the performance of this Agreement; provided, however that this Agreement shall govern the obligations of the Contractor where there exist conflicting ordinances of the Village on the subject, and the Village agrees to waive the requirements of such ordinances in the event of such a conflict. If the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any such applicable law, ordinance, statute, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Agreement. Contractor shall obtain all applicable permits, licenses, and other approvals necessary to perform the Services.

3.13 Delinquent and Closed Accounts

The Contractor shall discontinue the Services at any Residential Premises if directed to do so, in writing, by the Village. Upon further written notification by the Village, the Contractor shall resume the Services contemplated hereunder on the next regularly scheduled collection day. The Village shall indemnify and hold the Contractor harmless from any claims, suits, actions, losses, damages, liabilities, or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the Village.

Section 4.0 – Village Responsibilities

4.1 Service Referrals

The Village will be responsible for referring to Contractor any service requests by the Customers and/or complaints of which the Village becomes aware that are not reported directly to the Contractor.

4.2 Compliance With law

The Village shall comply with all applicable local, state, and federal laws, rules, regulations, ordinances, consents, judgments and statutes in the performance of this Agreement.

Section 5.0 – Compensation

5.1 Fees and Payment

5.1.1. Beginning on September 1, 2024, for and in consideration of the Services to be performed in accordance with this Agreement, the Village will pay the Contractor the Service Fees set forth on Exhibit A attached hereto and incorporated herein, as may be adjusted pursuant to the terms of this Agreement (the "Service Fees"). The Village shall pay the Service Fees to Contractor within thirty-one (31) days of receipt of Contractor's monthly invoice.

5.1.2. The Contractor shall be entitled to payment for Services rendered irrespective of whether or not the Village collects amounts owed from the Residential Premises. For purposes of calculating the amount of the Service Fees to be paid to the Contractor, the number of Residential Units shall be based the Village's current tax records for the applicable calendar month; provided however that if either party disputes the accuracy of the tax records as a basis for the number of Residential Units within the Village then a physical unit count conducted jointly between the Village and the Contractor shall prevail and apply prospectively after such a count has been conducted. The Residential Unit count shall be provided by the Village to Contractor monthly, based on the additions or removals of Residential Units.

5.2 Other Service Fee Adjustments

The Village agrees that Contractor may also increase or decrease rates from time to time, to adjust for increases in operational costs or expenses incurred by Contractor: (a) as a result of a "Change in Law," whether imposed retroactively or prospectively. A Change In Law means any amendment to, or promulgation of any federal, state, Village, or local statute, regulation, or ordinance after the date of this Agreement that imposes, changes, modifies, and/or alters requirements upon: (i) performing the Services; (ii) the operation of the applicable disposal facility accepting the solid waste collected pursuant to this Agreement; or (iii) the disposal of Residential Solid Waste, processing of Recyclables (see Exhibit 1), or which statute, regulation, or ordinance requires the Contractor to seek either an amendment or modification to, or reissuance of any required permits, licenses, certificates of public convenience and necessity, approval or authorization issued by any governmental body entitling the Contractor to perform the Services; (b) due to any new or additional Fees and Taxes imposed after the date hereof. Fees and Taxes means any federal, state, local or other taxes, assessments, fees, host charges, surcharges, or similar charges directly or indirectly related to the Collection Services which are imposed on the Contractor by law, ordinance or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively; and (c) a result of an event of Force Majeure that materially and adversely affects the cost of collection, transportation or disposal of solid waste by Contractor. Contractor shall provide written evidence of any such proposed adjustment within thirty days of effective date of such Change in Law adjustment for Village approval, of which Village shall not unreasonably deny.

Section 6.0 - Indemnity

The Contractor will indemnify, defend and hold harmless the Village, its officers, agents, and employees (the "Village Parties") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, including reasonable attorney's fees ("Damages"), arising out of the negligent act or failure to act of the Contractor its officers, agents, and employees in the Contractor's performance of this Agreement; provided however, nothing herein shall require Contractor to indemnify, defend or hold the Village Parties harmless from any such Damages that result from, are due to or arise in connection with the acts of, or any failure to act by, any Village Party. The Village will indemnify, defend, and hold harmless the Contractor, its parent corporation, affiliates and their respective officers, directors, agents, members, servants, representatives, and employees from and against any and all Damages, arising out of the negligent act or failure to act of the Village Parties or any breach by the Village of any covenant, agreement, obligation, representation or warranty set forth herein.

Section 7.0 – Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Worker's Compensation, Automobile Liability, and Commercial General Liability. The Contractor agrees to furnish the Village certificates of insurance or other evidence satisfactory to the Village to effect that such insurance has been procured and is in force upon request.

For the purpose of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

- a) Commercial general liability insurance with a limit of not less than the greater of (i) \$1,000,000 per occurrence and \$2,000,000 general aggregate.

- b) Vehicle liability insurance, including coverage for owned, non-owned and hired vehicles, with a combined single limit of not less than the greater of (i) \$1,000,000 and containing the broad form pollution endorsement.
- c) Worker's compensation insurance in the amount of state and federal statutory requirements; and
- d) Employer's liability insurance with a limit of not less than \$1,000,000.
- e) Excess Liability coverage with a limit of not less than \$5,000,000.

Contractor shall cause the Village to be named as an additional insured on the Commercial General Liability Policy, and the Automobile Policy. All insurance contracts to be procured and maintained by Contractor pursuant to this Agreement shall be written with a carrier whose A.M. Best rating is not less than A+ X. Prior to commencement of Contractor's Services, Contractor shall provide Village with certificates of insurance evidencing the same. Coverage shall be written on a primary and non-contributory basis.

Section 8.0 – Title to Waste

Title to the Residential Solid Waste, Yard Trash, Bulky Waste and White Goods to be collected under this Agreement shall pass to the Contractor once it is placed in the vehicle under control of the Contractor; provided however, that the Contractor shall not accept title to waste or materials that are Unacceptable Waste regardless of whether the Unacceptable Waste is loaded in the vehicle or unloaded, and title to such waste shall remain at all times with the Village and/or the generator thereof. The Contractor shall not be required to collect or dispose of Unacceptable Waste set-out by any Residential Premises. Title to Recyclables shall pass to the Contractor once they are placed at Curbside by the Customer.

Section 9.0 – Events of Default; Remedies

9.1. Events of Default by Contractor. The following shall constitute events of default on the part of the Contractor except to the extent caused by the occurrence of an event of Force Majeure or the acts of, or failure to act by, the Village, its officers, employees, agents or representatives:

- 9.1.1 Failure by the Contractor to perform any material obligation of the Contractor under the terms of this Agreement, and continuance of such failure after (i) written notice thereof has been provided by the Village specifying such failure and requesting that such condition be remedied, and (ii) Contractor's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) days after receiving notice from the Village (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, Contractor shall not be in default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; or
- 9.1.2. The Contractor becomes insolvent or bankrupt and cannot to pay its bills when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.2. Events of Default by Village The following shall constitute events of default on the part of the Village, except to the extent excused by the occurrence of an event of Force Majeure or the act of, or failure to act by, the Contractor:

9.2.1 A failure by the Village to timely perform any obligation under the terms of this Agreement, and the continuance of such failure after (i) written notice thereof has been provided by the Contractor specifying such failure and requesting that such condition be remedied, and (ii) Village's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) Days after receiving notice from the Contractor (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, the Village shall not be in Default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; provided however, the Village shall immediately be in default of this Agreement in the event the Village fails to pay any amount owing to Contractor when due, and Contractor shall have no such obligation to provide any notice thereof to the Village or to provide the Village with such fifteen (15) day period to cure such default; or

9.2.2. The Village becomes insolvent or bankrupt and cannot to pay its debts when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.3. Remedies Upon an Event of Default

9.3.1 If a party is in default pursuant to this Section 9, then, at the option of the non-defaulting party, this Agreement may be immediately terminated or suspended upon written notice to the defaulting party as contemplated by this Section 9, or this Agreement may be continued in force and the non-defaulting party shall have the right to take whatever action at law or in equity deemed necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement, or to enforce performance of any covenant or obligation of the defaulting party under this Agreement; provided however, notwithstanding any alleged default by Contractor, or the election of any remedy by Village in the event of such default by Contractor, Village agrees to pay the Service Fees due and owing to Contractor for all Services rendered in accordance with this Agreement.

9.3.2. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Any rights of the Contractor not expressly granted in this Agreement are reserved by Contractor.

9.3.3. The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same. Nor shall waiver by either party of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself. Further, each party agrees that the Contractor would be irreparably damaged if any provisions of this Agreement were not performed in accordance with its specific terms or was otherwise breached by the Village. Therefore, the parties agree that the Contractor shall be entitled to an injunction or injunctions, without being required to post any form of bond, to prevent breaches of this Agreement or any of

its provisions by the Village and to specifically enforce this Agreement or any of its terms and provisions, in addition to any other remedy to which the Contractor may be entitled, at law or in equity.

9.3.4 In addition to the forgoing and any other rights or remedies that Contractor may have pursuant to this Agreement or at law or in equity, in the event the Village fails to make any payment to Contractor when due as required by the provisions of this Agreement, the Village shall immediately provide Contractor with a complete list of all Residential Premises and any other person or entity receiving collection Services by Contractor as provided for hereunder, such list to include such information as Contractor deems necessary. The Village expressly acknowledges and agrees that in such an event of default by Village, Contractor shall have the right, but not the obligation, without any further action by the parties hereto, to bill such Residential Premises and any other person or entity directly for the collection Services rendered by Contractor, to terminate or suspend any collection Services immediately upon nonpayment by such Residential Premises and to pursue any rights and remedies available to Contractor at law or in equity as a result of such nonpayment.

9.4. Force Majeure

Except in the case of nonpayment of the Service Fees by the Village and the agreements and obligations by the Village set forth in Section 2.2 and 2.3, in the event either party is rendered unable, in whole or in part, to perform its obligations hereunder due to an event of Force Majeure, it shall notify the other party of such event and the obligations of such party may be suspended during the continuation of any inability so caused by such event of Force Majeure. Except in the case of nonpayment of the Service Fees by the Village and the agreements and obligations by the Village set forth in Section 2.2 and 2.3, neither party shall be liable in any manner, and neither party shall be considered in default hereunder, for any failure to perform its respective obligations under this Agreement if such failure to perform is due to an event of Force Majeure.

9.5 Arbitration.

9.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with applicable rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

9.5.2 A demand for arbitration shall not be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

9.5.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with additional person or entity duly consented to by the parties to this Agreement, shall be enforceable in accordance with applicable law in the Circuit Courts for Walworth County, Wisconsin.

9.5.4 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in the Circuit Court for Walworth County, Wisconsin.

Section 10.0 – Miscellaneous Provisions

10.1 Notice Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service, or certified mail, postage prepaid as follows:

As to the Village:

Village of Williams Bay
Village Administrator
PO Box 580
Williams Bay, WI 53191

As to Contractor:

GFL Environmental
304 W Sunny Lane
Janesville, WI 53546
Attn: Municipal Market Manager or General Manager

Notices shall be effective upon delivery or refusal of delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed, may be made from time to time by written notice.

10.2 Choice of Law; Attorney's Fees

(a) This Agreement shall be governed by and interpreted under the laws of the State of Wisconsin. In the event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the non-prevailing party agrees to pay all costs expended by the other party, including reasonable attorney fees.

10.3 Independent Contractor

Contractor, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venture of Village, and neither party shall not hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the parties, nor shall Village have any right to enter into any agreement or commitment on behalf of Contractor or to bind Contractor in any respect whatsoever. Contractor's personnel shall not be considered employees of the Village by reason of their performance of the Services or other work or services contemplated by this Agreement and Contractor shall bear sole responsibility for all payroll and employment taxes relating to Contractor's personnel.

10.4 Entire Agreement; Binding Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended or modified except by a subsequent modification in writing signed by the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the Contractor, the Village and their respective successors and assigns, subject, however, to the limitations contained in this Agreement.

10.5 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

10.6 No Waiver

Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

10.7 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

10.8 Assignment

Contractor may, during the term of this Agreement, assign the Agreement to another waste hauler. However, upon receipt of notice of such intended assignment from Contractor, Village may elect to reduce the remaining term of this Agreement to one (1) year from the date such assignment is to be effective. In the event of such assignment, the assignee shall assume the liability of the Contractor.

10.9 Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.10 Representations

The Village represents and warrants to Contractor and covenants and agrees as follows:

(a) The parties signing this Agreement on behalf of the Village have been authorized to do so by specific action of the Village Board and adopted this 19th day of August 2024 in open meeting and of record in its official minutes.

(b) The Village validly exists as a political subdivision under the laws of the State of Wisconsin. The Village has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Village has duly authorized the execution and delivery of this Agreement and the Village's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the Village, enforceable in accordance with its terms. Without limiting the generality of any of the foregoing, the Village has provided all public notices and held all public meetings, hearings, and the like required by applicable law, rule, regulation or ordinance in connection with the Village's and execution of this Agreement.

(c) No consents or approvals are needed for the entering into or performance of this Agreement by the Village. Neither the entering into nor the performance of this Agreement by the Village will result in a violation of or be in conflict with any statute, rule, regulation, ordinance, agreement, instrument, judgment, decree, or order to which the Village is a party or by which the Village or its assets is bound. This Agreement is in accordance with the local Solid Waste Management Plan applicable to the Village.

(d) There is no action, suit, judgment, consent order or investigation or proceeding pending or, to the best of the Village's knowledge and belief, threatened, relating to this Agreement. The Village will notify Contractor promptly if any such action, suit, investigation or proceeding is instituted or threatened. In connection with the execution, delivery and performance of this Agreement, the Village is in compliance with all applicable federal, state and local laws, rules, regulations, orders, ordinances, judgments permits, licenses, approvals, and variances, and the Village has not received any notice of any complaint or violation of any of the foregoing. The Village will notify the Contractor promptly upon receipt of any complaint or notice of non-compliance with any of the foregoing.

(e) The representations and warranties of the Village are true and correct in all material respects at and as of the Effective Date and continuing during the Term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date evidenced on the first page hereof.

VILLAGE OF WILLIAMS BAY

Name: William B. Duan Title: Village President
Witness: Jina Koloso Title: Village Clerk

GFL SOLID WASTE MIDWEST LLC

Name: _____
Title: _____

EXHIBIT A

For solid waste collection services:

- (1) Calendar year 2023, \$7.87 per unit, per month.
- (2) Calendar year 2024, \$7.75 per unit, per month.
- (3) Calendar year 2025, \$7.86 per unit, per month.
- (4) Calendar year 2026, \$7.94 per unit, per month.
- (5) Calendar year 2027, \$8.08 per unit, per month.

For recyclable materials collection services:

- (1) Calendar year 2023, \$4.09 per unit, per month.
- (2) Calendar year 2024, \$4.13 per unit, per month.
- (3) Calendar year 2025, \$4.20 per unit, per month.
- (4) Calendar year 2026, \$4.24 per unit, per month.
- (5) Calendar year 2027, \$4.30 per unit, per month.



Cart Placement

- The arrows on the lid of the cart must point to the street
- Handles and wheels should face away from the street
- The garbage cart should be placed within 2 ft. of the street on one side of the driveway
- The recycle cart should be placed within 2 ft. of the street on the other side of the driveway
- Please keep 3 ft. of clearance between the carts and other objects, especially mailboxes and vehicles



Village of Sharon Trash and Recycling Collection Services

Reduce, Reuse, Recycle

- Reduce paper waste by using both sides of the paper and using scrap paper whenever possible
- When shopping, reuse canvas, paper or plastic bags to bring home purchases
- Recycle as much waste as you can by following the guidelines on the next page

Garbage collection is every week. Please place the following items in your trash cart:

- Mixed trash
- Bagged garbage/ food waste
- Ceramics
- Styrofoam and other loose trash



304 W Sunny Lane
Janesville, WI 53546
800.248.2373

Green Today. Green For Life. | gflenv.com



304 W Sunny Lane
Janesville, WI 53546
800.248.2373

Green Today. Green For Life. | gflenv.com

Recycling collection is bi-weekly (every other week).
Please place the following items in your recycle cart:

PLEASE DO NOT PUT RECYCLING IN PLASTIC BAGS.

Mixed Containers

- Tin cans, steel cans, aerosol cans, aluminum cans
- Glass bottles and jars
- #1, #2, and #5 type plastics
- Milk cartons, juice boxes, soup cartons

Mixed Paper

- Newspaper, magazines, books, mail, school/ office paper
- Brown corrugated cardboard
- Gray chipboard (cereal and shoe boxes)
- Brown paper bags

DO NOT put the following items in the recycle cart:



- Plastic bags
 - Styrofoam of any kind
 - Trash
 - Construction material
 - Clothing
- Yard waste
 - Household hazardous waste
 - Electronics
 - Shredded paper (loose or bagged)

Local clean sweep programs may offer alternative options for disposal of fluorescent light bulbs, household hazardous waste, pharmaceuticals, and electronics.

**BULKY WASTE
COLLECTION DATES:
4/26, 7/26 & 10/25**

VILLAGE OF SHARON
TRASH AND RECYCLING COLLECTION CALENDAR

2024

TRASH ONLY TRASH AND RECYCLING HOLIDAY/DELAY

January							
S	M	T	W	T	F	S	
		1	2	3	4	5	6
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	22	23	24	25	26	27	
28	29	30	31				

April						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

October						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

May						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

March						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

September						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Please have bins out curbside the night prior to your scheduled collection day. If not possible, bins MUST be placed at curbside no later than 6 AM or they may not be picked up.

For cart repair or to report missed pick-ups, please contact GFL directly.

800-248-2373

SOLID WASTE AND RECYCLING CONTRACT

THIS CONTRACT EXTENSION to the original contract dated 5-16-2016, is made and entered into this _____ day of December 2022, by and between the Village of Williams Bay, Wisconsin, hereinafter called "Village" and Nieuwenhuis Bros., Inc., 1407 Racine Street Suite G, Delavan, Wisconsin 53115, a Wisconsin corporation, hereinafter called "Contractor" and provides for the following. This is an extension of the current contract in place between the Village and Contractor and will expire on December 31, 2027.

I. Definitions. The following terms utilized in this contract are defined as set forth below:

- (1) "Aluminum container" means aluminum containers and scrap in whatever form.
- (2) "Bi-metal container" means a container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.
- (3) "Container board" means corrugated paperboard used in the manufacture of shipping containers and related products.
- (4) "Ferrous metal containers" means steel, brass, copper or other metal containers and scrap in whatever form.
- (5) "Foam polystyrene packaging" means packaging made primarily from foam polystyrene that satisfies one of the following criteria:
 - (a) Is designed for serving food or beverages.
 - (b) Consists of loose particles intended to fill space and cushion the packaged article in a shipping container.
 - (c) Consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.
- (6) "Glass" means glass containers such as bottles and jars made of clear, green and brown colored glass. Not included are light bulbs, window glass, drinking glasses and dishes.
- (7) "HOPE" means high density polyethylene, labeled by the SPI code #2.
- (8) "Lead acid batteries" means only motor vehicle or automotive type batteries.
- (9) "LOPE" means low density polyethylene, labeled by the SPI code #4.
- (10) "Magazines" means magazines and other materials printed on similar paper.
- (11) "Major appliance" means a residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, furnace, boiler, dehumidifier, water heater or stove.

- (12) "Newspaper" means a newspaper and other materials printed on newsprint.
- (13) "Non-residential facilities and properties" means commercial, retail, industrial, institutional and governmental facilities and properties. This term does not include multiple family dwellings.
- (14) "Office paper" means high grade printing and writing papers. Printed white ledger and computer printout are examples of office paper generally accepted as high grade. This term does not include industrial process waste.
- (15) "Other resins or multiple resins" means plastic resins labeled by the SPI code #7.
- (16) "Person" includes any individual corporation, partnership, association, local governmental unit, as defined ins. 66.299(1)(a), Wis. Stats.
- (17) "PETE" means polyethylene terephthalate, labeled by the SPI code #1.
- (18) "Plastic container" means an individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is the subject of a retail sale.
- (19) "Postconsumer waste" means solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in s. 144.61(5), Wis. Stats., waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined ins. 144.44(7)(a)1., Wis. Stats.
- (20) "PP" means polypropylene, labeled by the SPI code #5.
- (21) "PS" means polystyrene, labeled by the SPI code #6.
- (22) "PVC" means polyvinyl chloride, labeled by the SPI code #3.
- (23) "Solid waste" has the meaning specified ins. 144.01(15), Wis. Stats.
- (24) "Waste tire" means a tire that is no longer suitable for its original purpose because of wear, damage or defect.
- (25) "Yard waste" means leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than 6 inches in diameter. This term does not include stumps, roots or shrubs with intact root balls.
- (26) "Recycling bins" means those recycling bins provided to the Village by Contractor.
- (27) "Unit." A unit shall be defined as follows: A dwelling unit such as a single family home; duplex; mobile home; apartment building or condominium not exceeding four units per structure; and rooming, boarding, or lodging houses not exceeding four units per structure including the owner's residence. A unit shall not include camps, hotels, stores, restaurants and similar business establishments.

(28) "Recyclable materials" which are the subject of this contract and of the weekly recyclable materials collection by Contractor in the Village are:

- ▶ Lead acid batteries
- ▶ Waste oil
- ▶ Aluminum containers
- ▶ Kraft paper bags (brown paper bags)
- ▶ Corrugated paper or other container board
- ▶ Glass containers
- ▶ Magazines
- ▶ Non-corrugated cardboard packaging
- ▶ Newspaper
- ▶ Office paper
- ▶ Plastic bottles made of PETE (SPI Code #1) or HOPE (SPI Code #2)
- ▶ Steel containers
- ▶ Ferrous metal containers
- ▶ Bi-metal containers

(29) All references to solid waste in this contract shall mean postconsumer waste unless otherwise noted in the contract.

II. Term of Contract. The term of this Contract Extension shall be for five (5) years beginning on the first day of January _____, 2023, and ending on the 31st day of December, 2027. The term of this agreement may be extended by negotiations between the Village and the Contractor, such negotiations beginning 60 days prior to the effective termination date of this agreement. If, during the 60 days prior to termination of this Contract, no collection Contract is reached between the Village and the Contractor or another party, the Contractor agrees to provide month-to-month services under the same conditions existing at the date of expiration of this Contract. Said month-to-month period shall not exceed three (3) months. The Contract price for each month shall be one-twelfth (1/12) of the annual rate for the year of expiration. Should the parties negotiate a new Contract during the month-to-month continuation, the monthly Contract price for this continuation shall be adjusted up or down to one-twelfth (1/12) of the new annual Contract rate.

III. Compensation to Contractor. In full and complete consideration of the performance by the Contractor of its obligations under this agreement, the Village shall pay the Contractor as follows:

For solid waste collection services:

- (1) Calendar year 2023, \$7.67 per unit, per month.
- (2) Calendar year 2024, \$7.75 per unit, per month.
- (3) Calendar year 2025, \$7.86 per unit, per month.
- (4) Calendar year 2026, \$7.94 per unit, per month.
- (5) Calendar year 2027, \$8.06 per unit, per month.

For recyclable materials collection services:

- (1) Calendar year 2023, \$4.09 per unit, per month.
- (2) Calendar year 2024, \$4.13 per unit, per month.
- (3) Calendar year 2025, \$4.20 per unit, per month.
- (4) Calendar year 2026, \$4.24 per unit, per month.
- (5) Calendar year 2027, \$4.30 per unit, per month.

Said monthly payments shall be due on the 1st day of each month of the contract period, and be payable within 30 days of the due date.

All amounts listed include "tipping fee tax." Furthermore, the parties agree that there are 1,657 units in the Village of Williams Bay as of the date of this extension for which curbside solid waste collection and recycling collection services are required at the time of execution of this contract. The parties agree to use the actual number of units as the measure of service in the Village of Williams Bay for January 1, 2023 and will be amended on six (6) month basis for the duration of this Contract extension.

IV. Frequency of Service. Contractor will furnish a regular scheduled weekly curbside collection service from every unit in the Village. This service shall consist of one curbside collection of solid waste and one curbside collection of recyclable materials per unit per week. The solid waste and recyclable curbside collection shall occur on the same day. The collection day will be the schedule in effect between the Village and Contractor currently--East side of the Bay on Monday, West side of the Bay on Tuesday. Holidays which fall on a scheduled collection day will require the collection to be made on the day following the holiday. All complaints concerning service shall be handled by the contractor within one working day of their receipt.

V. Location of Pickup. Collection service under this Contract is to be rendered only to units as defined above. All residential solid waste, garbage, rubbish, refuse and trash shall be placed in appropriate containers at the curbside immediately adjacent to the property owner's driveway. Alley pick up shall be adjacent to the property owner's property on the side of the alley. The property owner will be responsible for placing all residential solid waste, garbage, rubbish, refuse and trash at the pickup location by the scheduled pickup time on the appropriate collection day.

VI. Containers. The property owners or occupants shall furnish containers of plastic or galvanized metal, approximately 40 gallons or less in capacity, having cover handles and side bails or handles. Plastic bags of sufficient strength tied at the neck to allow lifting are satisfactory for garbage and trash.

The Village has already provided at its expense a sufficient quantity of recycling bins so as to provide one recycling bin per unit. Contractor will make available for purchase at contractor's cost additional recycling bins for purchase by residents of the Village should it be desired to have more than one recycling bin per unit at the option of the persons occupying units in the Village of Williams Bay. The recycling bins shall be placed next to the solid waste materials and both solid waste and recyclables shall be placed for collection by 6:00 a.m. on the designated collection day. The Contractor will complete all collections on schedule in accordance with its regular scheduled weekly collection service from every unit in the Village according to a regular collection schedule, to be approved by the Village, using modern first-class collection equipment.

Village has the right to inspect this collection equipment furnished and provided by Contractor at any time during normal working hours. If the equipment does not meet with the approval of the Village, the Contractor shall have a reasonable time to repair said equipment for re-inspection by the Village.

All recyclables or solid waste shall be collected and transported in such a manner as to prevent any falling or spilling of the material. If spillage does occur, the materials shall be picked up immediately and returned to the vehicle and the area of the spill properly cleaned by Contractor.

VII. Contractor is Owner of All Recyclable Materials. Ownership of all recyclable materials shall pass to Contractor upon the placing of the recyclable materials in Contractor's collection vehicle by Contractor's employees. Contractor is thereafter responsible for transporting, marketing, processing and disposing of the recyclable materials and shall hold Village harmless for such responsibility.

VIII. Placement of Recyclables for Collection. Presently the manner of placement of the recyclable materials is set forth in the Village of Williams Bay Recycling Ordinance which the Village shall be responsible for the enforcement thereof. Said recyclable materials are to be placed in the recycling bins provided by Contractor in accordance with this Contract insofar as the said recycling bins are suitable for such placement. In the case of newspapers and container board, they shall be bundled separately in 8 inch to 10 inch bundles, tied with string and placed beside the provided recycling container or as the Williams Bay Recycling Ordinance may otherwise provide. Waste oil shall be placed in transparent containers and lead acid batteries shall be placed alongside the recycling bin for collection in accordance with this agreement and the Williams Bay Recycling Ordinance then in effect.

IX. CONDUCT OF CONTRACTOR AND EMPLOYEES. Contractor and its employees shall be neat and courteous.

X. COLLECTION EQUIPMENT. The Contractor shall provide an adequate number of vehicles maintained in clean and sanitary condition. Each vehicle shall have clearly visible on each side the name and phone number of the Contractor.

XI. DISPOSAL. Contractor shall dispose of all residential solid waste, garbage, rubbish, refuse and trash at a properly licensed DNR landfill site. The Contract price includes all sanitary landfill disposal costs which shall be the sole obligation of the Contractor. Contractor will use the Mallard Ridge Landfill, Darien, WI and will supply a hold harmless agreement to Village from the landfill owner to be attached to this contract. In the event contractor changes landfill sites during the contract term, Village must be promptly notified of such change and a new hold harmless agreement to the Village in a form acceptable to Village must be furnished from the landfill owner. The required landfill hold harmless agreement is marked "Exhibit A" and is attached hereto and incorporated herein by reference.

XII. INDEMNITY. The Contractor will indemnify, save harmless and defend the Village, its officers, agents, servants and employees from demands, damages, costs, expenses and attorney's fees incident to any work done in performance of this agreement.

This indemnification shall extend to claims of liability in the nature of Worker's Compensation claims or damages for personal injury or for damage to property, both real and personal, which may arise from the operations by the Contractor under this agreement and as a result of any adverse effects on the environment (including federal and state superfund investigations, fines, assessments and/or remedial actions) relating to the disposal of Village's solid waste at any landfill. **(Superfund Indemnification).**

The Contractor shall provide the Village with a current certificate of insurance for automobile liability, general liability and superfund liability which may arise from the operations by the contractor under this agreement and as a result of any adverse effects on environment (including federal and state Superfund investigations, fines, assessments and/or remedial actions) relating to the disposal of Village's solid waste at any landfill in the minimum amounts as are set forth below.

The Contractor shall provide the Village with a current Certificate of Insurance for Worker's Compensation in the amounts required by law. Said Certificates shall provide the Village of Williams Bay as additional insured.

The Village of Williams Bay must be given 30 days' notice of cancellation.

► Insurance minimum limits: (occurrence policy)

General Liability• \$500,000 (aggregate), \$100,000 Fire Damage, \$5,000 Med. Expense

Automobile Liability• \$600,000 (combined single limit)

Umbrella (excess liability)• \$1,000,000

Workers Compensation & Employers Liability (statutory limits)

List Village as additional insured as to Superfund Indemnification

XIII. PERMITS AND LICENSES. The Contractor shall obtain at his own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect.

XIV. DEFAULT. If the Contractor fails to collect materials herein specified for a period in excess of five (5) consecutive working days after a required service date or fails to perform in a satisfactory manner, as prescribed herein, (provided such failure is not due to war, insurrection, riot, Act of God, or any other cause beyond the Contractor's control), all liability of the Village under this agreement to the Contractor shall cease and the Village shall be free to negotiate with other Contractors for the operation of said collection service. Under these circumstances an agreement with another Contractor shall not release this Contractor herein of its liability to the Village for breach of this agreement.

XV. BANKRUPTCY. If at any time during the term of this Contract there shall be filed by or against Contractor in any Court, pursuant to any statute either of the United States or of any State, a Petition in Bankruptcy or insolvency or for reorganization or appointment of a receiver or trustee of all or a portion of the property of the Contractor, or if the Contractor makes an assignment for the benefit of creditors, this Contract, at the Village's option, may be cancelled and terminated.

XVI. ASSIGNMENT. Contractor may, during the term of the Contract, assign the Contract to another waste hauler. However, upon receipt of notice of such intended assignment from Contractor, Village may elect to reduce the remaining term of this Contract to one (1) year from the date such assignment is to be effective. In the event of such assignment, the assignee shall assume the liability of the Contractor.

XVII. RIGHT TO REQUIRE PERFORMANCE. The failure of the village at any time to require performance by the Contractor of any provisions of this agreement shall not be taken or held to be a waiver of any subsequent breach of such provision or as a waiver of any provision itself.

XVIII. PRIVATE CONTRACT PROVISIONS. Contractor will collect major appliances and waste tires from units in the Village on a case by case basis providing contractor and the unit occupant or owner can agree on an appropriate fee for said collection.

XIX. COMPLAINTS. All complaints shall be given prompt and courteous attention and in the case of alleged missed scheduled collections, the Contractor shall investigate the complaint and if the allegations are verified, shall arrange for the pick up of all materials not collected within 24 hours after the complaint is received.

XX. EFFICIENT SERVICE. The Contractor shall undertake to perform all services rendered hereunder in a neat, orderly, and efficient manner, to use care and diligence in the performance of this Contract, and to provide neat, orderly, and courteous employees and personnel on its crews.

XXI. COMPLIANCE WITH ALL LAWS. The Contractor shall at all times comply with all laws, Ordinances, and regulations of the Village of Williams Bay, County of Walworth, and State of Wisconsin, at any time applicable to the Contractor's operations under this Contract.

XXII. ADDITIONAL RECYCLABLE MATERIALS. The Village reserves the right to designate recyclable in accordance with State law and to either add or delete them from the collection services being provided by Contractor in accordance with this Agreement. The Village shall provide written notice to the Contractor and its service recipients of this declaration.

XXIII. SEVERABILITY. Upon any provision of this agreement being declared illegal, void, or unenforceable by a court of law, the other provisions herein shall not be affected and shall remain in full force and effect. The parties hereby agree to attempt to negotiate replacement of any illegal, void or unenforceable provision with a legal or enforceable provision that attempts to retain the spirit of the original provision.

XXIV. NOTICE. Any notice required by or within this agreement shall be sent by Certified United States mail to either party at its regular business address.

XXV. MODIFICATION. This agreement constitutes the entire agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

XXVI. VILLAGE DUMPSTER. The Contractor agrees to provide one 11) six (6) yard container at the Village garage to be dumped weekly. For the months of June, July and August, the Contractor will provide one (1) additional six yard container at the Village Garage with both containers to be dumped weekly, or, alternatively, the Contractor will dump the one six yard container at the Village Garage twice weekly during the months of June, July and August. The consideration for this service is as follows: \$130.00 per month for the duration of the contract.

XXVII. RECYCLE BOXES. The Contractor agrees to provide a set of recycle boxes at each of the following locations located within the Village:

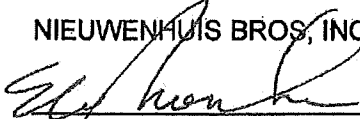
- (1) One set at the East Park; One set at the Beach House;
- (2) Two sets in the Public Launch area;
- (3) Three sets in Edgewater Park;
- (4) One set at the Fieldhouse;
- (5) One set by the Tennis Court/Basketball area in the Fieldhouse Park;
- (6) One set at the West Municipal Pier.

A "set" of recycle boxes for purposes of this paragraph means a set of three bins distinctively marked for recyclables, one bin to hold glass, a second bin to hold metal and a third bin to hold plastic recyclable materials. The Contractor will empty the recycle boxes on an as needed basis throughout the year during the term of this Contract. There will be no charge for this service by the Contractor.

XXVIII. SERVICE CONTRACT. The parties hereto recognize that this Contract is a service Contract and extensions or renewals may be accomplished by negotiation between the parties as set forth above. This does not preclude the Village from letting a new Contract by negotiation or bidding.

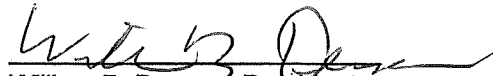
IN WITNESS WHEREOF, the Contractor and Village have caused these presents to be signed the date and year first above written.

NIEUWENHUIS BROS, INC.


Eli Nieuwenhuis, Owner and President

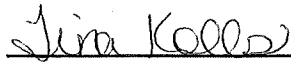
12/16/22
Date

VILLAGE OF WILLIAMS BAY


William B. Duncan, President

12/27/22
Date

ATTEST:


Tina Kolls, Clerk

12/27/2022
Date