



SANITATION AND RECYCLING CONTRACT

Village of Edgar

January 1, 2018 – December 31, 2022

SANITATION AND RECYCLING CONTRACT

The Village of Edgar, in Marathon County, Wisconsin, hereinafter called "Edgar", acting and through its duly authorized agent, and Harter's Fox Valley Disposal, LLC, duly organized under the laws of the State of Wisconsin, hereinafter called "Harter's", do hereby covenant and agree as follows:

- 1) **GRANT**: For and in consideration of compliance by Harter's with the covenants and conditions herein set forth, and the ordinances and regulations of Edgar and the laws of the State of Wisconsin governing the collecting and disposal of refuse and recyclables, Edgar hereby grants to Harter's a permit to use the public roads, alleys, and thoroughfares within its corporate limits for the purposes of collecting garbage, trash and other refuse.
- 2) **TERM**: The term of this agreement shall commence on January 1, 2018 and shall terminate on December 31, 2022; (five) years.
- 3) **EXTENSION OF AGREEMENT**: This agreement shall automatically continue for like term unless either party notifies the other in writing at least sixty days before the end of the original or any extended term. All provisions of this agreement shall remain in force. At any time during the term of this contract, the parties may agree in writing, which may be by correspondence, to extend the term of this agreement.
- 4) **SCOPE AND NATURE OF OPERATION**: It is expressly understood and agreed that Harter's shall perform the services as set forth in Exhibit A and Exhibit B.
- 5) **VEHICLE MARKING AND INDEMNIFICATION**: All vehicles and equipment used by Harter's for the collection and transportation of garbage shall be utilized in the manner specified by the manufacturer of such equipment to minimize or to prevent the blowing or scattering of refuse onto the public streets or properties adjacent thereto, and such vehicles shall be clearly marked with Harter's name in letters not less than six inches in height.
- 6) **DISPOSAL OF REFUSE**: Harter's shall deliver all garbage, trash and other refuse collected from premises to the Marathon County Landfill. Harter's will pay disposal fees.
- 7) **NON-COLLECTION - NOTICE AND FOLLOW-UP**:
 - a) Where the owner or occupant of any premises is maintain improper or inadequate refuse containers according to Edgar's ordinance, or is otherwise in violation of Edgar's ordinance with respect to the location of refuse containers or the nature,

volume or weight of refuse to be removed from the premises, Harter's shall refrain from collecting all or a portion of such refuse and will notify Edgar and the owner or occupant thereof within 24 hours thereafter of the reason for such non-collection. If Edgar feels Harter's actions are not proper, Edgar may order Harter's to pick up the refuse by issuing a collection order. In such event, Harter's shall pick up subject refuse within ten business days.

b) Where Edgar is notified by an owner or occupant that refuse has not been removed from a premises on the scheduled collection day, and where no notice of non-collection or a change in collection schedule has been received from Harter's, Edgar shall investigate the matter, and if the investigation discloses that Harter's has failed to collect refuse from the subject premises without cause as supported by notice as described herein, Harter's shall collect the same within 24 working hours after a collection order is issued by Edgar.

8) **COMPLAINT HANDLING BY HARTER'S** : Harter's shall, at its own expense, provide a manned telephone answering service from 7:00 a.m. until 5:00 p.m. central standard time, daily, Monday through Friday, excluding such holidays as may be approved by Edgar, for the purpose of handling complaints and other calls regarding refuse collection service provided by Harter's. Holidays to be taken are New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If collection falls on one of the aforesaid holidays, Harter's, at its option, will either collect the refuse on the holiday or on the day after the holiday so that residential customers, specifically, are not left without a refuse pickup for over one week.

9) **CONSIDERATION**: Harter's shall receive, in consideration of the performance of this agreement, the following fees for residential service under the rates described below:

a) The basic fee will be \$6.00 per household per month for garbage service and \$3.00 per household per month for recycling services.

b) Harter's will provide two 95 gallon containers for each resident. One to be used for garbage and one to be used for recycling. Harter's is responsible for maintaining any damaged carts caused by normal wear and tear. If carts are damaged from reasons other than normal wear and tear, are lost or are stolen, it is the responsibility of resident to pay the \$75.00 replacement fee. Additional fees for extra carts are the responsibility of the resident.

- c) Rates guaranteed for one year and annual CPI increase not to exceed 4% per year. Based on the US Department of Labor, Bureau of Labor Statistics, and Consumer Price Index for All Urban Consumers (CPI-U), expenditure category of “Garbage and Trash Collection”.
 - d) If fuel exceeds \$4.00 per gallon, the fuel surcharge shall increase by 1% for every fifteen cent increase in fuel prices.
- 10) **UPDATING HOUSE COUNTS**: Edgar shall inform Harter’s of all new construction, residential properties so they may be added to the collection route. Edgar shall be responsible for updating collection house counts annually on the first day of year. Updated house counts are subject to verification from Harter’s.
- 11) **BILLING PAYMENTS**: Harter’s shall issue Edgar a detailed monthly invoice for work satisfactorily performed by Harter’s. Edgar shall pay Harter’s within 15 days following the receipt of a detailed monthly invoice.
- 12) **MANDATORY SERVICE**: It is understood that an ordinance of Edgar mandates subscription to refuse service as prescribed therein under terms, conditions and special provisions as contained therein.
- 13) **INDEMNIFICATION INSURANCE**: Harter’s assumes all risk of loss or injury to property or persons arising from any of its operations under this agreement, and agrees to hold Edgar harmless from all claims, demands, suits, judgments, costs or expenses arising from any such loss or injury, unless such injury or loss is caused by the actionable negligence of Edgar or its employees. Harter’s agrees to carry insurance as follows:
- a) Workman's compensation insurance covering all employees of Harter’s engaged in any operation covered by this agreement to the extent required by the laws of the State of Wisconsin;
 - b) Automobile and public liability insurance - \$1,000,000 for personal injuries to any one person and \$1,000,000 for personal injuries arising out of any one accident, casualty or event; and property damage insurance in the amount of \$1,000,000;
 - c) General liability insurance in the amount of \$2,000,000; and
 - d) Harter’s shall furnish a Certificate of Insurance issued by companies authorized to conduct insurance business in the State of Wisconsin and naming Edgar as an additional insured and shall name Edgar in the same general terms and the same general effect as the foregoing Harter’s requirements. Such policies shall indemnify

and hold harmless Edgar, and certificates evidencing such insurance contracts shall be deposited with Edgar.

- 14) **NON-COMPLIANCE, PENALTIES**: In the event either party shall fail to perform any of the terms, conditions or covenants of this agreement, the non-defaulting party shall notify the other party in writing of the fact of such default and if the event or condition is not corrected or otherwise made to comply with the terms of this agreement within a period of time which is reasonable in relation to the nature of the event of non-compliance, but in no case more than 30 days, the same shall constitute an act of non-compliance. If, after notification in writing, the non-compliance is not corrected within 30 days, then the non-breaching party may terminate this contract, or may pursue any and all available legal remedies, at law or in equity effective immediately.
- 15) **REVOCATION, TERMINATION FOR CAUSE**: In addition to the specific right to terminate mentioned herein, if at any time Harter's shall file a petition in bankruptcy or petition to take advantage of any insolvency act; shall make an assignment for the benefit of creditors; or shall commence a proceeding for the appointment of a receiver, trustee, liquidator or conservator of itself or to the whole or any substantial part of its properties, then Edgar may, after a hearing as described herein, revoke and cancel the permit hereby granted, and the agreement shall be null and void as of the date of said determination by Edgar. The hearing prerequisite to such revocation shall not be held until notice of such hearing has been given to Harter's by certified mail, addressed to Harter's at the address shown herein, and a period of at least 30 working days has elapsed since the mailing of such notice. The notice shall specify the time and place of the hearing and shall include the reasons for Edgar revocation of such permit and this agreement. The hearing shall be conducted in public by and Harter's shall be allowed to be present and given full opportunity to answer such charges and allegations as are set out against Harter's in the notice. If, after the hearing is concluded, Edgar shall determine that the charges and allegations set forth in the notice are affirmed by the facts presented at the hearing, it may revoke and cancel this agreement and the permit and the same shall be null and void. Edgar's decision shall be final and Harter's shall be bound thereby.
- 16) **PERMITTED RATE CHAGE**: Harter's and Edgar herby agree that the aforesaid rate can be changed on if (1) Harter's can demonstrate the contract price requires modification as a result of national war or national disaster, or (2) changes in landfill or governmental regulations substantially affects solid waste collection. The contract rate will be modified to pass through all such costs to Edgar by giving 15 days written notice to Edgar. At its

option, Edgar will have the right to reject the services covered by this contract if Edgar is unwilling to accept the rate modification described in the preceding sentence. The revised rate will automatically take effect unless Edgar notifies Harter's prior to the effective date of the revised rate of Edgar intent to exercise its option to reject the contract.

- 17) **DISPUTE RESOLUTION**: Any dispute arising with respect to this agreement, its making or interpretation, or its breach shall be settled by arbitration in Marathon County, Wisconsin, pursuant to the then pertaining rules of the American Arbitration Association. Such arbitration shall be the sole and exclusive remedy for such dispute except as otherwise provided in this agreement. Any decision or award rendered shall be final and binding upon the parties and a judgment may be entered in any court having jurisdiction.
- 18) **NOTICES**: All notices or other communication to be given hereunder shall be in writing and shall be deemed given when mailed by Certified United States Postal Mail, addressed to: Andrew M. Gayhart, General Manager, Harter's Fox Valley Disposal LLC, W17620 County Road Q Wittenberg, WI 54499.
- 19) **INDEPENDENT CONTRACTOR**: The parties hereto recognize and acknowledge that Harter's is an independent contractor and shall never be construed to be an agent, servant, or employee of The Village of Edgar.
- 20) **GOVERNING LAW**: This contract shall be governed by the laws of the State of Wisconsin.

21) **AGREEMENT:** The parties agree that this contract may not be assigned by Harter's in the whole or in part without prior written approval of Edgar. However, Harter's may assign or subcontract this agreement to:

- a) any corporation or entity which owns at least fifty-one percent (51%) of Harter's;
- b) any corporation or entity of which Harter's owns at least fifty-one percent (51%); or
- c) any corporation or entity that is under the common control of any corporation or entity that owns at least fifty-one percent (51%) of Harter's.

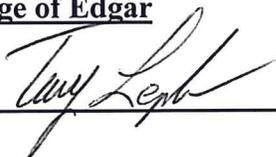
Dated this 10th day of Oct, 2017.

Harter's Fox Valley Disposal, LLC

By: 
Authorized Representative
Andrew M. Gayhart

MUNICIPALITY:

Village of Edgar

By: 

Title: Village President

Attest:

Municipality Clerk:

October 24, 2017



EXHIBIT A

SERVICES TO BE PROVIDED

Harter's shall perform at least services described in exhibit A and shall fulfill the additional requirements set forth on Exhibit B for disposal all garbage, trash and any and all other refuse accumulated on premises within the corporate limits of Edgar where such collection is or may be required by the Edgar.

Harter's shall, at its own expense, furnish personnel and equipment sufficient to accomplish work herein after described. Harter's will establish and maintain, in an efficient and business-like manner, such routes and special schedules as may be necessary to fulfill the refuse service requirements contained in the ordinances and regulations of Edgar, and any future amendments and the further provisions of this agreement. Harter's shall provide not less than the following prescribed type and level of services to-wit:

- 1) Residential family dwellings (defined as single-family home, townhomes, or each unit of a duplex, or other multi-family building) trash service will be provided every week & recycling service will be provided every other week. Collection will be made between 5:00 a.m. and 7:00 p.m. central standard time. Customers are responsible for placing their carts by the end of the driveway by 5:00 a.m. on the date of pickup. Harter's shall not be obligated to pickup any trash/recycling not located near the end of the driveway or any trash/recycling that is not out by 5:00 a.m.
- 2) All waste must be bagged and fit property inside the cart with lid shut. Any refuse that is outside of the cart will not be collected.
- 3) Large household items will be collected on the every other Wednesday of every month at the expense of the resident. Pricing as follows: furniture items are \$30.00 electronic, Non-Freon appliance items are \$30.00 and Freon Appliance items are \$50.00. Special pricing pertains for multiple items at one residence. Resident must call Harter's to schedule a pickup and for further pricing.
- 4) This contract does not include Harter's making any pickups at commercial sites. Any and all contracts for other commercial pickups shall be on an individual contract basis by and between the customer and Harter's.

- 5) The community and all residents/customers located in said community shall comply with the following rules and regulations under this contract. Harter's will not accept:
- a) any liquid waste
 - b) building demo materials (lumber, metal, shingles, siding, etc)
 - c) recycling materials mixed with other refuse
 - d) yard waste
 - e) asbestos, in any form
 - f) tires (these can be picked up on large item day)
 - g) used motor oil
 - h) hazardous or toxic wastes
 - i) chemicals
 - j) explosives, liquids
 - k) flammable liquids
 - l) paint
 - m) trees and stumps
 - n) construction debris
 - o) carcasses
 - p) medical wastes (unless personal needles which shall be properly contained in sharps container)

Harter's reserves the right to expand the list of solid waste disposal policies as local, state and federal regulation change.

- 6) All recyclables must be in a secured container, no "loose" recycling will be picked up. Recycling may be mixed together; cardboard segments may not exceed 3 feet in length.
- 7) Clean-up of spillage caused by Harter's operation.
- 8) Disposal at state approved disposal site of all materials collected.

This service shall be exclusive between the Village of Edgar and Harter's in regard to residential service.

EXHIBIT B

STATEMENT OF HARTER'S REQUIREMENTS

Harter's will meet the following levels of service, requirements, stipulations, terms, conditions, and provisions.

- 1) Appearance and Cleanliness of Equipment: The collection equipment used by Harter's must be approved by Edgar, including approval of the equipment color and the design of all signs, logos, and graphics. Collection equipment must be kept in clean condition at all times.
- 2) Appearance of the Collection Crew: Harter's shall provide uniforms to each collection worker and require that they be used. The uniform shall consist of a jacket or coverall, shirt, trousers and cap. Harter's shall maintain the uniforms in a clean, neat and well mended appearance.
- 3) Equipment Maintenance: All equipment must be maintained to assure the safety of the collection crew and residents of Edgar.
- 4) Cleanup on Route: Harter's shall pick up all blown, littered and broken material problems caused by Harter's. Each truck shall carry a broom and shovel all times.
- 5) Ownership of Materials: At the time of collections, ownership of the materials transfers from the resident to Harter's.
- 6) Collection Hours: Collection service by all trucks will start between 5:00 a.m. and 8:00 a.m. central standard time.
- 7) Collection on Holidays: Harter's is not required to provide service on Sundays, and the following days:
 - a) New Years Day
 - b) Memorial Day
 - c) Independence Day
 - d) Labor Day
 - e) Thanksgiving Day
 - f) Christmas Day
 - g) Days when the collection is canceled by Edgar.

The Village of Edgar shall inform residents of the lack of service on these days as part of the promotion element of the program and of the appropriate make-up day for the missed collection day.