



**CONTRACT FOR CURBSIDE RESIDENTIAL RECYCLING AND REFUSE
COLLECTION
FOR THE VILLAGE OF PALMYRA**

THIS AGREEMENT (also referred to herein as the "Contract") is entered into as of _____ and ending no earlier than _____ subject to the terms found in this contract, this agreement being between The Village of Palmyra, a municipal corporation (hereinafter referred to as the "Town") and Veolia Environmental Services, Solid Waste, Fort Atkinson (hereinafter referred to as the "Contractor").

The parties do hereby agree as follows:

- 1. Contract Price. The Town shall pay to the Contractor a sum equal to _____ per Month beginning _____ This rate shall include the cost of collections, processing, recycling and disposal. As dictated by Veolia corporate policy. Contractor will bill the Town on a monthly basis for services rendered the preceding month. Statements shall be due within 30 days of receipt of invoice.**

The Town has estimated the number of units to be serviced to be approximately 703 Residential units for waste & recycling pick up. The exact count will be developed jointly by the Town and the Contractor. The unit count will be verified by the Town using the tax role, new construction permits, and other information available to the Town. The unit count will be adjusted up or down accordingly every six months during the months of January and July.

For purposes of budgeting, the Contractor agrees to provide the Town with a good faith estimate of the cost for the upcoming year no later than October 15.

2. **Contractor's Covenants.** The Contractor covenants and agrees to collect, haul, transport and contract for the disposal of all garbage, refuse and rubbish produced by each and every resident within the corporate limits of the Village of Palmyra and cause its satisfactory disposal. Such collection shall be at least once weekly during the term of this contract. For purposes of this contract, the term "residence" or "residence property" shall include all single-family dwellings. The aforesaid items are further defined in the contract, as are the recycling obligations of the Contractor.
3. **Extra Items.** The Contractor shall be free to contract separately with owner or users of properties not covered by this Contract and shall not look to the Town for payment of any extra charges for such services. Commercial and industrial properties within the Town are not part of this contract. The Contractor may contract with such parties separate from this Contract and agrees to negotiate the terms of such service in good faith.
4. **Recycling.** The Contractor shall pick up in separate containers, recyclable goods. The same may be commingled in a container provided by the Contractor and shall include the following:
 - a) Aluminum and metal cans
 - b) Glass bottles and jars (clear, green, brown)
 - c) Plastics (Types 1-7)
 - d) Newsprint, magazines, office paper, chipboard
 - e) Corrugated cardboard
 - f) Lead acid batteries
 - g) Waste oil (in sealed containers of 1-gallon or less)
 - h) Metal (ferrous and non ferrous)
 - i) Tires - maximum of 8 per unit, per year

Major appliances (air conditioners, clothes washers and dryers, dishwashers, freezers, microwave ovens, refrigerators, furnaces, boilers, dehumidifiers, water heaters and stoves) require special handling and prior arrangement for collection must be made by the resident. Arrangements should be made through the office of the Contractor. Other miscellaneous items manageable, as listed under article 4 by one person will be collected as part of this contract at no additional cost.

Up to one yard of building materials (lumber, plaster board, etc.) per year shall be accepted by contractor if placed in standard garbage cans and if the weight per container does not exceed sixty pounds. All lumber must be cut in lengths not exceeding four feet. Loose building materials shall not be subject to collection.



The Contractor's obligation to recycle the foregoing materials shall be supplemented by any additional responsibilities or requirements imposed on the Contractor for the Town, as a responsible unit of government as may be established by State law, administrative code regulations, Department of Natural Resources rule, order or directive by Town or County ordinance, or any amendment thereto during the term of this contract. In the event that any new requirement imposed by State law substantially increases the Contractor's cost of compliance by evidence demonstrating the same to the Town Board, then the parties may choose to either renegotiate the

Contract or the Contractor may terminate the same upon prior written notice to the Town. Both parties acknowledge that they are aware of current laws as they relate to disposal and recycling obligations through the term of this contract.

5. **Weekly Collection.** Collection shall be on a weekly basis with the same day applying to residences on a schedule to be established by the Contractor. Recycling shall occur on the same day as refuse collection. Bins are to be supplied by the contractor. Additional bins shall be available at cost and may be sold to residents upon request. The collection of recyclables and solid waste will be roadside between the hours of 6:00am and 5:00pm, or at such other days or times as may be agreed upon by both parties. The collection days will not change unless agreed upon by the Town and Contractor. All recyclables and solid waste are to be set within five feet of the edge of the paved roadway by 6:00am to guarantee pick up.
6. **Definitions.** The following shall be and are hereby incorporated into the language of this contract:

Debris such as fallen trees, tree limbs, concrete and other bulky materials exceeding the above standards are to be disposed of by property owners and are not subject to roadside pick-up, except at the complete discretion of the Contractor.

Garbage shall consist of any and all kitchen waste, decayed or spoiled food and other organic matter resulting from the preparation of food.

Recyclables shall be defined to include any and all materials listed as recyclables by State law or any changes or amendments thereto during the term of this Contract.

Refuse shall consist of any non-recyclable paper, bottles, tin cans, crockery, china, metal and plastics of all kinds which can be conveniently place in a container not exceeding thirty-two gallons, and or sixty-five (65) pounds. Items which would be classified as refuse except for the fact that they would not fit into a container (as set forth above) shall be included within the scope of this contract, and shall be picked up by the Contractor, provided these items are set out at the roadside and do not exceed



4 feet in length or sixty-five (65) pounds for any such item. Items exceeding this standard may be picked up by the Contractor at his own discretion.

Excluded Items. Except as otherwise specifically provided for in this Contract, the Contractor shall be under no obligation to pick up yard waste, commercial demolition, or building materials, concrete, etc. The contractor shall not receive any hazardous waste or toxic substances.

7. The Contractor shall use in the performance of his duties only covered trucks which are so constructed and handled that no liquids or semi-liquids can leak out or spill over and so that no papers or like materials can blow or shake off.
8. The Contractor shall require that all of his employees and trucks shall present as neat an appearance as is possible, considering the type of work involved. The Contractor agrees that his employees shall, at all times, conduct their duties with politeness and shall act well mannered.
9. The Town agrees to notify every property owner in the Village of Palmyra of the following regulations and to use all available means to enforce them:

Residential owners must provide one (1) or more metal or plastic cans sufficient to hold all garbage, refuse that may accumulate between the collections. These cans must have a capacity no more than thirty-two (32) gallons, with a maximum weight of 65 pounds each. They must be equipped with a tight cover and must have a bail or handles and be accessible at all times. Plastic "garbage" bags will be permissible, provided they are of sufficient strength to keep from breaking upon loading.

All bags, cans, containers or items of refuse must be placed within five (5) feet of the roadside. If possible, said bags, cans, containers or items of refuse will not be set out more than twelve (12) hours prior to the scheduled time for pick-up and that the empty cans or containers be removed from the road side no more than twelve (12) hours following pick-up.

The Town shall enforce its recycling ordinance and shall also provide notice to residents of the terms of this Contract pertaining to recycling. In addition, the Town will advise the Town residents of the required use of a designated composting facility for yard waste and brush.

The Contractor shall provide the Town with monthly reports of weights and types of recyclables selected and weights and quantities of solid waste collected.



The Contractor will be responsible to provide one (1) recycling bin for each residential unit required to participate in the program. Additional, or replacement bins may be purchased from the Contractor by residents, if desired.

10. Title to all wastes shall be vested in the Contractor upon being placed in his vehicle.
11. **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 effect.
12. **Number of Copies.** This Agreement may be executed in any number of counterparts, all of which shall have full force and effect of an original for all purposes.
13. **Law to Govern.** This Agreement shall be governed by the laws of the State of Wisconsin, both as to interpretation and performance. Such laws shall include regulations pertaining to solid waste, recycling, waste disposal, waste transportation, or any other environmental law, regulation, or other regulations affecting any aspect of this contract. Any change in any County, State or Federal law, Administrative Code provision, Order or other directive having the force of law shall be deemed to be an agreed upon contract performance of the contract an impossibility.
14. **Modification.** This Agreement constituted 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.
15. **Contract Renewal.** The annual fees for curbside recycling and garbage pick up shall automatically renew as per condition in item 1.
16. **Governmental Assistance.** The Town and Contractor agree to assist and support each other in an attempt to obtain any monies that are available from the State of Wisconsin or any other source of financial assistance for recycling related activities.

The Town and Contractor also recognize that County, State, and Federal legislation and regulation may change, during the term of this Contract, which may require adjustments not only to the Town refusing hauling contract, but also to other solid waste disposal issues which may impact on the term of this Contract and the scope of the Contractor's duties.
17. **Independent Contractor.** The Contractor is an Independent Contractor and is not an agent or employee of the town. The Contractor shall comply with all Federal, State, and Local laws regarding income tax withholding, FICA, unemployment compensation, and worker's compensation insurance.



18. Insurance. The Contractor shall place on file at the City Hall and keep current certificates of insurance as provided for in this Contract and all amendments or addendum thereto, including automobile insurance, worker's compensation, and liability insurance.

19. Yard Waste. Veolia would pick up yard waste at the curb. Yard waste would have to be bundled in lengths of no more than four feet in length, contained in 35 gallon containers, or placed in paper yard waste bags (no plastic bags allowed). Wood must be less than 6" in diameter. _____ for service will be set by agreement between The Village of Palmyra and Veolia Environmental Services.

IN WITNESS WHEREOF, the Town has caused these presents to be executed on the date first hereinabove set forth by its Village Administrator, and the official seal of the Town to be affixed, and the Contractor had duly executed the same either in person or by his or its duly authorized officers or agents.

Emil Johnson
Village of Palmyra

George DeVries
Veolia Environmental Services, Solid Waste

By: [Signature]
Title: Village President

By: [Signature]
Title: General Manager

Attested By: [Signature]

Attested By: [Signature]