



SANITATION CONTRACT

Town of Greenville

March 1, 2019 – February 28, 2026

SANITATION CONTRACT

The Town of Greenville, in Outagamie County, Wisconsin, hereinafter called "Greenville", 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 Greenville and the laws of the State of Wisconsin governing the collecting and disposal of refuse, Greenville 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 March 1, 2019 and shall terminate on February 28, 2026; (seven) 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 Outagamie County Landfill. Greenville 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 Greenville's ordinance, or is otherwise in violation of Greenville'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 Greenville and the owner or occupant thereof within 12 hours thereafter of the reason for such non-collection. If Greenville feels Harter's actions are not proper, Greenville 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 Greenville 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, Greenville 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 Greenville.
- 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 Greenville, 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 \$6.02 per household per month for weekly trash pickup.
 - b) Harter's will provide one 65 gallon container for each residence. 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 3% 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**: Greenville shall inform Harter’s of all new construction, residential properties so they may be added to the collection route. Greenville shall be responsible for updating collection house counts monthly on the first day each month. Updated house counts are subject to verification from Harter’s.
- 11) **BILLING PAYMENTS**: Harter’s shall issue Greenville a detailed monthly invoice for work satisfactorily performed by Harter’s. Greenville shall pay Harter’s within 20 days following the receipt of a detailed monthly invoice.
- 12) **MANDATORY SERVICE**: It is understood that an ordinance of Greenville 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 Greenville 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 Greenville 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 Greenville as an additional insured and shall name Greenville in the same general terms and the same general effect as the foregoing Harter’s requirements. Such policies shall indemnify and hold harmless Greenville, and certificates evidencing such insurance contracts shall be deposited with Greenville.
- 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) **REVOCAION, 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 Greenville 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 Greenville. 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 Greenville 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, Greenville 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. Greenville's decision shall be final and Harter's shall be bound thereby.
- 16) **PERMITTED RATE CHAGE**: Harter's and Greenville 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 Greenville by giving 15 days written notice to Greenville. At its option, Greenville will have the right to reject the services covered by this contract if Greenville is unwilling to accept the rate modification described in the preceding sentence. The revised rate will automatically take effect unless

Greenville notifies Harter's prior to the effective date of the revised rate of Greenville 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 Outagamie 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 Town of Greenville.
- 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 Greenville. 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 _____ day of _____, 2018.

Harter's Fox Valley Disposal, LLC

By: _____
Authorized Representative
Andrew M. Gayhart

MUNICIPALITY:
Town of Greenville

By: *Josh Anderson*
Title: Town Chair

Attest:

[Signature]

Municipality Clerk: Wendy Helgeson

[Signature]

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 Greenville where such collection is or may be required by Greenville.

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 Greenville, 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 weekly. Collection will be made between 5:00 a.m. and 6:00 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 not located near the end of the driveway or any trash 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 unless stickered. Stickers for extra bags will be available from Greenville. Greenville will determine cost of the extra bags.
- 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, non-Freon appliance items are \$30.00 and electronics & Freon appliance items are \$50.00. Stickers for large household items will be available from Greenville.
- 4) Overflow bags will be picked up the first scheduled pickup after the following Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- 5) 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.

- 6) 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.

- 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 Town of Greenville 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 Greenville, 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 Greenville.
- 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 10:00 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 Greenville.

The Town of Greenville 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.