

RESOLUTION NO. 2019-124

RESOLUTION OF THE VILLAGE BOARD OF THE VILLAGE OF CALEDONIA AUTHORIZING CONTRACT FOR REFUSE AND RECYCLABLE MATERIALS COLLECTION SERVICES BETWEEN THE VILLAGE AND JOHN'S DISPOSAL SERVICE, INC. AND AN ADJUSTMENT IN CONTRACT PRICE FOR HALF OF THE YEAR 2019

WHEREAS, the Village of Caledonia has contracted with John's Disposal Service Inc. ("John's Disposal") since 2012 and the Village has been very happy with the service being provided; and

WHEREAS, the parties previously had an agreement with John's Disposal that had been amended three times to address agreed upon changes to and enhancements of the services provided under the contract;

WHEREAS, the parties mutually determined that the agreement needed to be amended a fourth time to address additional enhancements and instead decided to instead enter into a new cleaned up form of contract with a term beginning January 1, 2020 and ending December 31, 2024;

WHEREAS, the Village Finance Committee reviewed the proposal from John's Disposal dated October 31, 2019 to offer additional benefits to the Village of adding curbside electronics collection and a recycle revenue sharing component that will allow the Village to participate in profit sharing when recycling markets improve and the Finance Committee recommended that the new contract be prepared incorporating the prior contract provisions and adding these two benefits for a total of \$13.05 per unit per month for the year 2020;

WHEREAS, the Village Finance Committee also reviewed a request from John's Disposal for a price adjustment under the existing contract from July 1, 2019 to December 31, 2019 for a total of \$11.95 per unit per month which is an increase of \$.66 per unit per month for the second half of 2019 and recommended that the Village Board approve the price adjustment as an equitable annual adjustment based on the consumer price index as contemplated under the existing contract as set forth below:

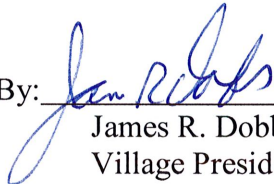
	2018	2019 Proposed		2020 Proposed
		Half Year	Half Year	
	<u>1/1/18 – 12/31/18</u>	<u>1/1/19 – 6/30/18</u>	<u>7/1/19 – 12/31/19</u>	<u>1/1/20 – 12/31/20</u>
Garbage	\$8.40	\$8.40	\$8.75	\$8.75
Recycling	\$2.89	\$2.89	\$3.20	\$4.30
Total	\$11.29	\$11.29	\$11.95	\$13.05

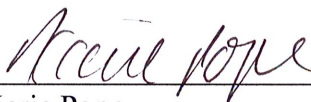
NOW, THEREFORE, BE IT RESOLVED by the Caledonia Village Board that the Contract for Refuse and Recyclable Materials Collection Services attached hereto as **Exhibit A** between the Village of Caledonia and John's Disposal Service, Inc. is authorized and approved and the Village President, Village Clerk and Village Administrator are authorized to execute said contract amendment and to take all necessary actions in furtherance of said contract.

BE IT FURTHER RESOLVED, that the retroactive price adjustment under the existing contract from July 1, 2019 to December 31, 2019 for a total of \$11.95 per unit per month which is an increase of \$.66 per unit per month for the second half of 2019 is approved as recommended by the Finance Committee.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin, this 16th day of December, 2019.

VILLAGE OF CALEDONIA

By:  _____
James R. Dobbs
Village President

Attest:  _____
Karie Pope
Village Clerk

7770272.001 (533)

**CONTRACT FOR REFUSE AND RECYCLABLE
MATERIALS COLLECTION SERVICES**

This agreement ("Agreement") made and effective as of the date last executed by either party below, by and between the **VILLAGE OF CALEDONIA**, an incorporated municipality located in Racine County, Wisconsin ("Village") and **JOHN'S DISPOSAL SERVICE, INC.**, a Wisconsin corporation ("Contractor").

WITNESSETH:

That in consideration of the mutual promises of the parties hereto and the amounts to be paid to Contractor by Village hereunder, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Definitions. The following terms shall have the following definitions in this Agreement, unless a different meaning is clearly indicated by the context:

- 1) "Bimetal container" means a container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.
- 2) "Container board" means corrugated paperboard used in the manufacture of shipping containers and related products.
- 3) "Garbage" shall include Refuse, accumulations of animal, fruit and vegetable matter that attends the preparation, use, cooking, dealing in or storage of meats, fish, fowl, fruits and vegetables.
- 4) "HDPE" means high-density polyethylene, labeled by the Society of Plastics Industry, Inc. (SPI) code #2.
- 5) "Holiday" means the following days: New Year's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, and Christmas Day.
- 6) "Homeowner" means a person who owns a residential unit.
- 7) "LDPE" means low density polyethylene, labeled by the SPI code #4.
- 8) "Magazines" means magazines and other materials printed on similar paper.
- 9) "Major appliance" means a residential air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, refrigerator or stove.
- 10) "Multiple-family dwelling" means a property containing 5 or more residential multiple units billed, including those which are occupied seasonally.
- 11) "Mixed paper" means different types of paper mixed together. Including, phone

books, magazines, junk mail, office paper, paperboard packaging, or any kind of paper that doesn't fall into the category of corrugated cardboard.

- 12) "Non-residential facilities and properties" means commercial, retail, industrial, institutional or governmental facilities and properties. This term does not include multiple-family dwellings.
- 13) "Other resins or multiple resins" means plastic resins labeled by the SPI code #7.
- 14) "Person" includes any individual, corporation, partnership, association, local governmental unit, as defined in s.66.0131(1)(a), Wis. Stat., state agency or authority or federal agency.
- 15) "PETE" means polyethylene terephthalate, labeled by the SPI code #1.
- 16) "Plastic container" means an individual, separate, 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.
- 17) "Post-consumer waste" means solid waste other than that generated in the production of goods, hazardous waste, as defined in s.291.01(7), Wis. Stat., waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in s.289.01(17), Wis. Stat.
- 18) "PP" means polypropylene, labeled by the SPI code #5.
- 19) "PVC" means polyvinyl chloride, labeled by the SPI code #3.
- 20) "Recyclable Materials" (except materials subject to a Wisconsin Department of Natural Resources variance or exemption granted under NR 544.14, Wisconsin Admin. Code, or a waiver granted under s.287.07, Wis. Stat., which list currently includes plastics labeled SPI Codes #3 to #7 and polystyrene foam packaging) includes aluminum containers, container board, glass containers, magazines, newspapers, office paper, plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, and PVC, and other resins or multiple resins, steel containers and bimetal containers.
- 21) "Refuse" includes "garbage", old rags, paper, furniture, metal, (except metal materials classified as automobile parts), wood, rugs, carpeting, floor tile, ceiling tile, non-corrugated cardboard, home appliances except "major appliances", window glass, light bulbs, ceramics, mirrors, drinking glasses, Pyrex, eye glasses and broken window glass). "Refuse" shall not include any material classified as Recyclable Materials (unless such recyclable material is contaminated with residue as identified in "Care of Recyclable Materials"), yard waste, automobile batteries,

tires, waste oil, or any other material, which is prohibited from disposal in landfill. However, "Refuse" shall include materials subject to a Wisconsin Department of Natural Resources variance or exemption granted under NR 544.14, Wis. Admin. Code, or a waiver granted under s.287.07, Wis. Stat, which currently includes plastics labeled SPI Codes #3 to #7 and polystyrene foam packaging.

- 22) "Residential building" shall include 4-family, 3-family, 2-family, and single-family residential buildings in the Village of Caledonia.
 - 23) "Residential unit" means a residential dwelling unit in the Village of Caledonia which is suitable for occupancy by a person, persons, or family containing, at a minimum, one kitchen and one bedroom. A 4 family building shall contain 4 residential units; a 3 family building shall contain 3 residential units, etc.
 - 24) "Resident" means a person in charge of a residential unit and who resides in the residential unit.
 - 25) "Solid waste" has the meaning specified in Wis. Stat., s.289.01(33).
 - 26) "Solid waste treatment" means any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid, including incineration.
 - 27) "SPI" means the Society of the Plastics Industry, Inc.
 - 28) "Unit" means residential dwelling. A single family home is one unit. A duplex is two units. Buildings with up to four (4) apartments or four (4) condominium units are included in this agreement. Each separate duplex, apartment, or condominium dwelling is counted as one unit.
 - 29) "Village" means the Village of Caledonia and its authorized agents.
 - 30) "Waste tire" means a tire that is no longer suitable for its original purpose because of wear, damage or defect.
 - 31) "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.
2. Agreement Duration and Terms. The Agreement shall be in effect for five years, from January 1, 2020 to December 31, 2024. During the first year of this Agreement, January 1, 2020 through December 31, 2020, the Village shall pay Contractor \$105.00 per unit per year (\$8.75 per unit per month) for Refuse collection services and \$51.60 per unit per year (\$4.30 per unit per month) for Recyclable Materials collection services. In

- the second year of the Agreement, and any subsequent year the Agreement is extended by the Village, the amounts paid by the Village to Contractor for Refuse and Recyclable Material collection services shall be increased by the consumer price index ("CPI"), using information from the Bureau of Labor Statistics, Midwest Region, All Urban Consumers. Based on the CPI calculation, Contractor will notify the Village of the rate change for the subsequent year no later than October 1st of the current year. All payments from the Village to Contractor shall be disbursed as provided in Paragraph 10.
3. Refuse Collection. Pickup of Refuse will be made weekly, with all suitable materials for collection being placed by residents at the curb of their homes by 6:00 a.m. on the day of collection. All Refuse shall be placed by Residents in a brown cart which shall be provided by Johns Disposal Service. Contractor shall dispose of all Refuse collected in a licensed processing facility or a licensed solid waste landfill.
 4. Refuse and Recyclable Materials Collection from Village-owned Buildings and Properties. All Village-owned buildings, including the Village Utility District buildings, Village Parks and Village owned cemeteries, including the Joint Park in Franksville, will be provided Refuse and Recyclable Materials collection services as needed by Contractor at no extra charge to the Village. Dumpsters for Village-owned building shall be provided by Contractor as directed by the Village.
 5. Recyclable Materials Collection. Pickup of Recyclable Materials shall be made every other week, with all suitable materials for collection being placed by residents at the curb of their homes by 6:00 a.m. on the day of collection. Recyclable Materials shall be commingled. All Recyclable Materials shall be placed by residents in a Green Cart which shall be provided by Johns Disposal Service.
 6. Refuse and Recycling Materials carts.
 - A. Carts; Maintenance. The Contractor shall initially provide each unit with one (brown) 95-gallon cart for Refuse and a second (green) 95-gallon cart for Recyclable Material at Contractor's cost. The Contractor shall deliver the carts to new units after notification of occupancy by the Village. All carts are the property of the Village and will be maintained by the Contractor. The Resident, Unit or Homeowner is responsible for keeping the carts clean. The Resident, Unit or Homeowner is responsible for damage, other than normal wear, such as melting from hot ashes, cuts from a saw, or other avoidable damage. The Contractor is responsible for normal wear to the cart, wheels or lid and will repair or replace the cart in a timely manner after the Unit, Resident or Homeowner informs the Contractor of the problem. The Contractor is responsible for damage caused from snowplows or passing vehicles. If the Unit, Resident or Homeowner moves, he or she must leave the carts for the new Unit, Resident or Homeowner. At the termination of the Contract, the carts will be removed by the Contractor at the

Contractors expense within thirty (30) days, if mutually agreed upon by the Contractor and the Village. Residents who desire a smaller cart (48-gallon) must call our office to schedule a swap out. Container swap outs will be done at no additional charge.

- B. Special Arrangements. Contractor shall make individual arrangements deviating from curbside pickup with Residents who are unable to transport the Cart to the end of the driveway due to physical infirmity, disability or other similar physical limitations. Such arrangements shall be made in consultation with the Village Administrator and may include, but not be limited to, written permission for the Contractor and its employees to enter onto the Residential Unit property to empty the Refuse Cart. In order to be eligible for a special arrangement, no other abled-bodied person may reside as the Residential Unit.
7. Recycling Revenue Share. The Village will receive monthly or quarterly payments from the Contractor when markets move above \$60.00 per ton based on the table below.

Total Material Value (per ton)	80% Value Payment (per ton)
\$10.00	\$0.00
\$20.00	\$0.00
\$24.30 (11/2019)	\$0.00
\$30.00	\$0.00
\$40.00	\$0.00
\$50.00	\$0.00
\$60.00	\$0.80
\$70.00	\$8.00
\$80.00	\$16.00
\$90.00	\$24.00
\$100.00	\$32.00

The Contractor will send the Village monthly materials breakdown reports which are based on posted pricing listed below. When these reports show a value exceeding \$60.00 per ton, the Village will receive a check based on the payment table above.

A. The Following Recyclable Materials Shall be Included:

1. Recyclable Materials mixed in *single-stream*, including glass (bottles and jars), tin cans, aluminum (cans, foil, and trays), plastic containers (#1-7), newspapers, OCC (cardboard), mixed paper, magazines, and phone books.

B. The Value Of This Revenue Share Shall Be As Follows:

1. Payment For Recyclables. When the value of Recyclable Materials exceeds \$60.00 per ton, the Contractor will pay the Village according to the following formula.
2. Formula: The value of single-stream Recyclable Materials will be based on 80% of material values above and beyond \$60.00. The value of the material will be determined as follows:
 - a. Mixed paper and Corrugated (OCC) Values are based on the posted OBM PPI Pulp and Paper Week. High side of the Chicago (Midwest/Central) pricing will be applied. Johns Disposal's processing facility produces a mixed paper grade.
 - b. The values for containers will be based on the month's first posted prices using current average commodity pricing from the following market index: www.recyclingmarket.net. Chicago (Midwest/Central) pricing will be applied. Separate values will be used for the following:
 - i. Steel cans (Densified) and pots and pans
 - ii. Aluminum Cans (Baled)
 - iii. Plastic PET (Baled)
 - iv. Plastic Natural HDPE (Baled)
 - v. Plastic Colored HDPE (Baled)
 - vi. Plastic #3- #7 and mixed bulky rigid plastic will be at no value. If markets change, resulting in a positive value for these plastics, we will rebate the Village based on receipt of sale.
 - vii. Glass will be fixed at \$-15.00 per ton for the first year of the agreement. The \$-15.00 per ton is subject to

an annual Consumer Price Increase (CPI). Reliability of glass Contractors in Wisconsin is very limited.

- viii. Residual Waste will be fixed at -\$35.00 per ton.
 - c. This Agreement includes all of the single-stream recyclables currently collected by the Contractor from all residential and multi-family properties included in the Village's recycling program.
 - d. The Contractor will audit the breakdown of materials annually, allowing Village representatives to inspect and review the results.
- C. **Revenue Payments.** Revenue payments by the Contractor to the Village will be made quarterly, when applicable.
- D. **Monthly Reports and Invoices.** The Contractor shall keep a record of total weights of each category of Recyclable Materials collected from the Village and report those totals to the Village on a monthly basis. A report will be included each month that details the value of the material.
8. **Bulk Items Collection.** At no additional cost to the Village or Residents, Contractor shall provide four special bulk item pick-ups per Residential Unit per year. Special pick-ups include, but are not necessarily limited to, the following items: furniture, carpeting, extra bagged garbage / garbage in personal containers, tires (up to eight per year per home), drain oil / antifreeze (sealed in one gallon containers), appliances (i.e. Freon appliances, washing machines, etc.), extra recyclables, and large metal items (i.e. snow blower, lawn mower, etc.). Residents may substitute any ONE of their four special pickups, each year, to dispose of one qualified household electronic (i.e. tube TV, laptop computer, etc.). No commercial electronics will be accepted. The following items shall not be included in a special pick-up: yard waste, hazardous materials, liquid paint and loose construction materials (i.e. a pile of shingles, loose drywall, etc.). For special pick-ups exceeding four per year, there shall be a charge of \$50.00 for each additional special bulk item pick-up and such charge shall be billed directly to the Resident. The Village is not liable for any special bulk item pick-up.
9. **Additional Carts.** The Contractor shall provide, upon request, additional Refuse and / or Recycling Carts to residents. In the first year of this Agreement (2020), residents will pay \$6.50 per month for an additional garbage cart and / or \$5.00 per month for an additional recycling cart. Each additional cart shall be billed directly to the Resident.
10. **Payment by Village.** Payments for Contractor's services shall be monthly, based upon the total number of occupied units serviced under the Agreement at the end of the preceding month. The number of residential units as of October 31, 2019 is 9,216. The

actual number of residential units shall be re-determined on a monthly basis.

11. Time of Collection. All collection is to be accomplished at curbside between the hours of 7:00AM and 7:00PM. Collection shall be made on the same day of each week for each residence; provided, however, in case of holidays falling upon collection dates, the collections shall be delayed for one business day. For each day of that week (Monday through Friday) beginning with the date of the holiday, the Village, following discussions with Contractor, shall determine whether only the day of the holiday shall be delayed (requiring double work load, i.e., two routes) to the day following a holiday or whether each subsequent day of the week's collection shall be delayed by one day (requiring pick-up on Saturday).
12. Scheduling. Contractor shall provide ample notice to the Village and each resident as to the schedule of collection for each residential unit prior to the start-up of the collection service. Contractor shall provide a schedule to each resident as to the day and frequency of collection. Contractor shall strive to keep the same days for collection as presently exists. Collection days shall be designated by Contractor subject to the approval by the Village.
13. Collection Data. Contractor will assist the Village with grant applications and other requirements of the DNR such as submitting information to the State. Contractor will submit a quarterly tonnage statement to the Village that includes separate Recyclable Materials and Refuse tonnage details.
14. Public Information. Contractor shall provide to the Village an ample number of brochures pertaining to Recyclable Materials responsibilities by Residential Units, businesses, industries, and the residents and owners of multi-family dwellings at the beginning of each year. The Village will distribute the brochures to the applicable parties. Contractor will assist the Village in its information/education efforts such as informational meetings and literature. Contractor shall apply a credit of \$2,500 for the first billing of each year, for both Refuse and Recyclable Materials invoices, for a total credit of \$5,000 per year. Said cost will be used to fund general notice to residents. If the service is revised at any time during the year by Contractor for either Refuse or Recyclable Materials, Contractor shall be required to provide sufficient and timely notice to the residents affected. Said revision must be mutually agreed upon by the Village and Contractor.
17. Failure to Collect. In the event Contractor shall fail or neglect to collect Recyclable Materials or Refuse from Residential Units on any day when the same was scheduled to be collected, Contractor shall return to such house or building and make such collection within 18 hours after notification of such failure, but shall still comply with Paragraphs 3, 5, 11 and 12, unless otherwise authorized by Village.
18. Hauling and Disposal. All hauling and disposal shall be in full compliance with all applicable local, state, and federal laws, ordinances, rules, and regulations. Contractor

shall not collect and haul any toxic or hazardous wastes.

19. Vehicles and Damage. All vehicles used by Contractor for collection and disposal shall be adequately constructed and maintained so as to prevent the escape of Recyclable Materials and Refuse therefrom, shall be covered at all times during the collection, and shall be particularly designed to prevent Refuse from being exposed to the sun, and to prevent undue odors emanating therefrom which would otherwise result from such exposure. Contractor shall be responsible for clearing and cleaning all spills from or created by Contractor's vehicles (i.e. clean-up of fluid or debris spillage from vehicles). If clearing or clean-up is not done within 12 hours of notification, the Village may take action to clear and clean up the spillage and deduct the cost from the next contract payment or such other contract payments if such amount due exceeds the cost still due after offset. Contractor shall notify the Village of Caledonia Director Public Works of any spills or damage to Village rights-of-way or private property immediately upon occurrence if the damage causes a public safety issue or if no public safety issue, within 12 hours of occurrence. Contractor shall be responsible for all costs for repairs for any damage to the Village rights-of-way or private property. The Village may take action to repair any damage to the Village rights-of-way and deduct the cost from the next contract payment or such other contract payments if such amount due exceeds the cost still due after offset. Contractor shall be responsible to repair any damage to private property with arrangements made with the property owner. Said repairs or clean-up shall include costs for supplies, equipment, and labor consistent with Village's billing/charge back practices.
20. Insurance. Contractor shall provide and pay for all Social Security, Unemployment Compensation, Workmen's Compensation, and any other insurance or similar acts required by law, either for Contractor or Contractor's employees, or both. Contractor shall obtain and maintain in force during the term of this Agreement and pay the premiums thereon for a policy or policies of liability insurance with an insurance company licensed to do business in the State of Wisconsin, protecting Contractor and the Village against loss or damage arising as a result of the performance by Contractor of the provisions of this Agreement required to be performed by Contractor, which policy or policies shall have minimum limits of coverage in the amount of One Million (\$1,000,000) dollars for damage to property, One Million (\$1,000,000) dollars for injury to or death of one person, and one million (\$2,000,000) dollars aggregate for injury to or death of persons involved in any one accident. Such policy or policies of liability insurance or a certification from the insurance carrier that Contractor is so covered shall be provided to the Village on an annual basis. The Village, its employees and officials, shall be named as an additional insured on the policies of liability insurance by specific endorsement and a copy of the endorsement and Certificate of Insurance shall be filed with the Village annually at the beginning of each year.
21. Waiver/Indemnity. Contractor agrees to indemnify and hold the Village, and its

- employees and officials, harmless from and against all liabilities, claims, demands, judgments, losses, and all suits at law or in equity, costs and expenses, including reasonable attorney fees, for injury or death of any person or loss or damage to the property of any person, firm, organization or corporation, including both parties hereto and their employees, agents and subcontractors which may result from the operations under this Agreement by Contractor and its employees, agents, or subcontractors, including but not limited to accidents involving the transportation of the garbage, Refuse or Recyclable Materials and liability for environmental damage or other consequences arising from the disposal of such materials.
22. Notice Of Violations. Contractor agrees to notify the Village Clerk and the Village Administrator of the Village of any violations of the regulations of the Village relating to the disposition of Recyclable Materials and Refuse, which shall come to the attention of Contractor while Contractor is engaged in the performance of the terms of this Agreement.
23. Handling Of Complaints. All complaints with respect to service shall be made to Contractor, whose toll free telephone number and address shall be furnished to the customers on an annual basis at no cost to the Village. Contractor shall maintain a log of the complaints and shall make them available to the Village upon request (log to include names, addresses, phone numbers of complainant and names forwarded to Contractor by Village). Any call received regarding a "missed" pick-up will be regarded as a complaint.
24. Independent Contractor. It is agreed and understood between the parties that Contractor shall be an independent contractor as that term is defined by the Internal Revenue Service and, as such, Contractor, its employees, agents, subcontractors and any person providing services called for by this Agreement shall not be considered to be an employee of the Village of Caledonia and shall not be entitled to any benefits as an employee of the Village of Caledonia including, but not limited to, health benefits, vacation time, sick time, retirement benefits, workers compensation, or any other benefits from the Village of Caledonia. All persons doing work in the Village under this Agreement shall remain employees of Contractor, which shall provide workers compensation insurance, liability insurance, and all other applicable benefits to its employees.
25. Governing Law. The parties agree that this Agreement shall at all times be construed in accordance with the laws of the State of Wisconsin and venue for any action arising under this Agreement shall be in Racine County Circuit Court, State of Wisconsin.
26. Amendment. This Agreement shall be amended only by a written Agreement signed by both parties.

27. Entire Agreement. This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof. All agreements, covenants, representations and warranties, expressed or implied, oral or written, of the parties with regard to the subject matter hereof are contained herein. No other agreements, covenants, representations or warranties, expressed or implied oral or written, have been made by either party to the other with respect to the subject matter of this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants and warranties with respect to the subject matter hereof are waived, merged herein and superseded hereby.
28. Severability. In the event any of the provisions of this Agreement are deemed to be invalid by a court of law, the same shall be severed from this Agreement and shall not affect the enforceability of the remainder of this Agreement.
29. Assignment. Contractor may not assign this Agreement nor sublet all or any part of the work to be performed hereunder without first obtaining the written consent of the Village.
30. Notice. Any notice herein specified shall be deemed to have been delivered as of the time the same is mailed to the following addresses:
- To: Village Clerk
Village of Caledonia
5043 Chester Lane
Racine, WI 53402
- To: John's Disposal Service, Inc.
Attn: Nate Austin, Municipal Account Manager
PO Box 329
Whitewater, WI 53190
31. Cancellation. The Village reserves the right, upon providing Contractor with sixty (60) days written notice thereof, to cancel this Agreement at any time and for any reason. After the first two years of this Agreement, Contractor may cancel this Agreement by giving the Village written notice no later than July 1st of the then-current year of Contractor's intent to terminate the Agreement. Upon the giving of such notice by Contractor to the Village, termination of the Agreement shall be effective as of the end of then-current calendar year.
32. Contractor Breach. Any failure by Contractor to collect Refuse or Recyclable Materials as required by this Agreement during any 15-calendar day period, regardless of the cause for such failure, shall, at the option of the Village and upon notice thereof to Contractor, operate to terminate this Agreement. In the event this Agreement is so terminated, the Village may arrange for performance of such work and services by such other person or persons, and any additional cost for such work and services for the balance of the Agreement term shall be paid by Contractor to the Village.

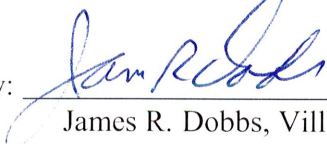
33. Special Circumstances. Storms or sanitary sewer back-ups, which may generate excessive Refuse will require Contractor to work with the Village on temporary schedule times, pick-up methodology, or cooperative efforts with the Village to clean up.
34. Force Majeure. In no event shall the Contractor be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications services; it being understood that the Contractor shall use reasonable efforts which are consistent with accepted practices in the refuse industry to resume performance as soon as practicable under the circumstances.
35. Previous Agreement and All Amendments. On full execution of this Agreement or January, 1, 2020, whichever occurs last, The Contract for Refuse and Recyclable Materials Collection Services dated June 13, 2013 and all the amendments shall terminate effective December 31, 2019.
36. Originals and Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.
37. Compliance with Laws. Contractor shall comply with all applicable governmental laws, rules, regulations, statutes and ordinances.
38. Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein and incorporated herein.

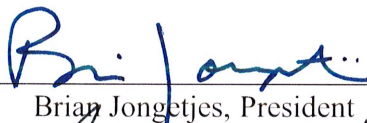
Dated this 16th day of December, 2019

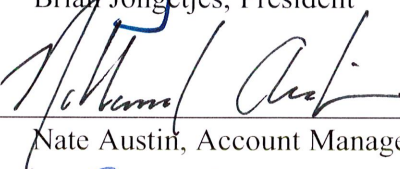
Dated this 17 day of DECEMBER, 2019

VILLAGE OF CALEDONIA

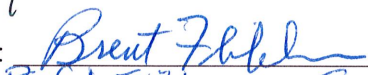
JOHN'S DISPOSAL SERVICE, INC.

By: 
James R. Dobbs, Village President

By: 
Brian Jongetjes, President

By: 
Nate Austin, Account Manager

Attest: 
Karie Pope, Village Clerk

Attest: 
Brent Flikkema, Safety Mgr



P.O. BOX 329
WHITEWATER, WI 53190
262-473-4700 • Fax: 262-473-6775
www.johnsdisposal.com
email: office@johnsdisposal.com

DISPOSAL SERVICE, INC.

October 31, 2019

The Village of Caledonia
Attn: Tom Christiansen – Administrator
5043 Chester Lane
Racine, WI 53402

Re: 2019 & 2020 Rates

Tom & Kathy,

Thank you for taking time this week to sit down with Dan and I to work towards a resolution regarding our rate requests for 2019 & 2020. We are pleased to offer the following benefits to the Village as a part of this rate package:

1. **Add Curbside Electronics Collection** – Residents will now be able to substitute any one of their four bulk pickups per year to dispose of one qualified household electronic item at no additional cost.
2. **Add Recycle Revenue Share** – With a recycling revenue share in place, the Village will take part in profit sharing when recycling markets improve (see table on pg. 2).

We look forward to presenting this proposal to the Village Board and our continued partnership with the Village of Caledonia.

Sincerely,

A handwritten signature in black ink, appearing to read "Nate Austin". The signature is fluid and cursive, written over a light green background.

Nate Austin
Municipal Sales Manager

PRINTED ON RECYCLED PAPER

Residential • Commercial • Industrial • Recycling • Refuse Disposal

Proposed Rate Changes 2018 – 2020

Service	Current	2019 – 2020 Proposed		
	2018	2019		2020
	1/1/18 – 12/31/18	1/1/19 – 6/30/18	7/1/19 – 12/31/19	1/1/20 – 12/31/20
Garbage	\$8.40	\$8.40	\$8.75	\$8.75
Recycling	\$2.89	\$2.89	\$3.20	\$4.30
Total	\$11.29	\$11.29	\$11.95	\$13.05

If the Village elects to incorporate our proposed recycling revenue share into our contract, the Village will receive monthly or quarterly payments from Johns when markets move back above \$60.00 per ton. Material values in 2017 regularly reached as high as \$150.00 per ton.

Recycling Revenue Share Table

Total Material Value (per ton)	80% Value
\$10.00	-
\$20.00	-
\$24.30 (Today)	-
\$30.00	-
\$40.00	-
\$50.00	-
\$60.00	\$0.80
\$70.00	\$8.00
\$80.00	\$16.00
\$90.00	\$24.00
\$100.00	\$32.00

Johns will send the Village monthly materials breakdown reports (example on page 4), which are based on posted pricing (examples on pages 5 & 6) to illustrate the state of current markets. When these reports show a value exceeding \$60.00 per ton, the Village will also receive a check based on the payment table above.

**Village of Caledonia / Johns Disposal Revenue Share
Sample Amendment Language**

A. The Following Materials Shall be Included:

1. Recyclable materials mixed in *single-stream*, including glass (bottles and jars), tin cans, aluminum (cans, foil, and trays), plastic containers (#1-7), newspapers, OCC (cardboard), mixed paper, magazines, and phone books.

B. The Value Of This Contract Shall Be As Follows:

1. Payment For Recyclables. When the value of recyclables exceeds \$60.00 per ton, the Contractor will pay the Village according to the following formula.
2. Formula: The value of single-stream recyclable materials will be based on 80% of material values above and beyond \$60.00. The value of the material will be determined as follows:
 - a. Mixed paper and Corrugated (OCC) Values are based on the posted OBM PPI Pulp and Paper Week. High side of the Chicago (Midwest/Central) pricing will be applied. Johns Disposal's processing facility produces a mixed paper grade.
 - b. The values for containers will be based on the month's first posed prices using current average commodity pricing from the following market index: www.recyclingmarket.net. Chicago (Midwest/Central) pricing will be applied. Separate values will be used for the following:
 - i. i. Steel cans (Densified) and pots and pans
 - ii. ii. Aluminum Cans (Baled)
 - iii. iii. Plastic PET (Baled)
 - iv. iv. Plastic Natural HDPE (Baled)
 - v. v. Plastic Colored HDPE (Baled)
 - vi. vi. Plastic #3- #7 and mixed bulky rigid plastic will be at no value. If markets change, resulting in a positive value for these plastics, we will rebate the Village based on receipt of sale.
 - vii. vii. Glass will be fixed at \$-15.00 per ton for the first year of the agreement. The \$-15.00 per ton is subject to an annual Consumer Price Increase (CPI). Reliability of glass Contractors in Wisconsin is very limited.
 - viii. viii. Residual Waste will be fixed at -\$35.00 per ton.

- ix.
 - c. This agreement includes all of the single-stream recyclables currently collected by the Contractor from all residential and multi-family properties included in the Village's recycling program.
 - d. The Contractor will audit the breakdown of materials annually, allowing Village representatives to inspect and review the results.
3. Payments by the Contractor to the Village will be made within thirty (30) days of the last day of each month, when applicable.
 4. Monthly Reports and Invoices. The Contractor shall keep a record of total weights of each category of recyclable collected from the Village and report those totals to the Village on a monthly basis. A report will be included each month that details the value of the material.

Sample Monthly Materials Breakdown Report

Johns Recycling Rebate Report - October 2019

Single Stream	Breakdown	Tons	Price for October	Value
Mixed Paper	44.00%	0.44	\$0.00	\$0.00
Cardboard	15.98%	0.16	\$30.00	\$4.79
#1 Plastic	3.57%	0.04	\$160.00	\$5.71
#2 Natural HDPE	1.06%	0.01	\$780.00	\$8.27
#2 Colored HDPE	1.18%	0.01	\$240.00	\$2.83
#3-7 Plastic	0.97%	0.01	\$0.00	\$0.00
Rigid Plastic	0.42%	0.00	\$0.00	\$0.00
Tin Cans	2.32%	0.02	\$20.00	\$0.46
Al Cans	0.75%	0.01	\$1,100.00	\$8.25
Residual	10.00%	0.10	-\$34.50	-\$3.45
Glass	19.75%	0.20	-\$13.00	-\$2.57
Total Value	100.00%	1.00		\$24.30

1 Ton



Working proposal for the Village of Caledonia

October 2019: Recycling Market Pricing

RECYCLINGMARKETS.NET

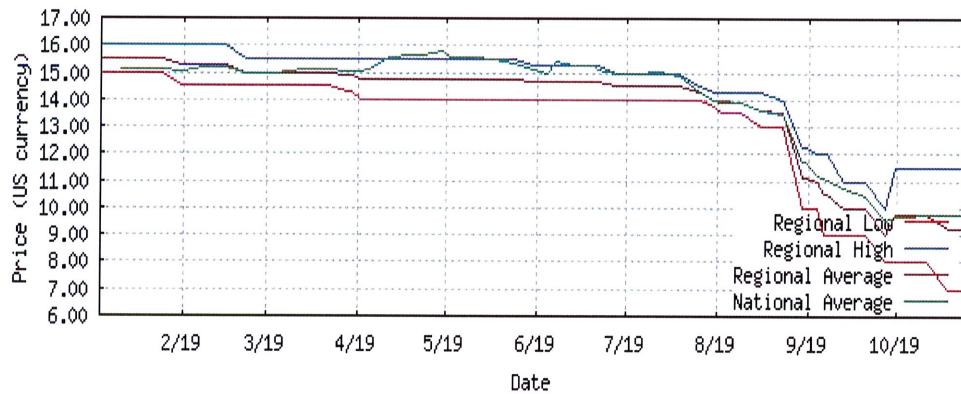
Software for Trading & Recycling

Track Trades, Control Inventory, 1-Click Billing

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**CHICAGO (Midwest / Central)
Plastics PET (Baled, ¢/lb, picked up)**

Pricing History



Date	Regional Low Price	Regional High Price	Regional Average	National Average
25-Oct-19	7.00	11.50	9.25	9.75
18-Oct-19	7.00	11.50	9.25	9.74
11-Oct-19	8.00	11.50	9.75	9.80
04-Oct-19	8.00	11.50	9.75	9.67
02-Oct-19	8.00	11.50	9.75	9.67
30-Sep-19	8.00	11.50	9.75	9.67
27-Sep-19	8.00	10.00	9.00	9.53
20-Sep-19	9.00	11.00	10.00	10.41
13-Sep-19	9.00	11.00	10.00	10.72
07-Sep-19	9.00	11.00	10.00	11.00