



City of Richland Center
Darcy Perkins, Municipal Services Specialist
450 South Main Street
Richland Center, WI 53581

Dear City Council Members:

Although it is not something you think about every day, waste and recycling collection is an important part of a community's image. When done correctly, by the right vendor, environmental service is something you should rarely have to spend time worrying about.

GFL Environmental thanks you for the opportunity to provide a proposal for trash and recycling collection services for the City of Richland Center. We know that your most pressing waste-related issues include efficient and economical service and reduced costs for residents.

Our understanding of the impact we have within the communities we serve is second to none. With a team comprised of experienced leaders, local drivers and a Wisconsin-based customer care center, we are well-equipped to exceed the expectations of the City of Richland Center and its residents.

As always, our goal is to ensure you will rarely have to concentrate on waste removal services and can stay focused on meeting other City objectives.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Justin Montani
Government Contracts Manager

GFL Environmental & City of Richland Center

PRESENTED TO:
City of Richland Center

PRESENTED BY:
Justin Montani
GFL Environmental



WHO WE ARE

- Founded in 2007
- Facilities in 20 US states and Canada
- Over 9,000 employees
- U.S. headquarters in Raleigh, NC



About GFL Environmental

To support your selection of GFL Environmental, it is helpful to understand a few facts about who we are, where we come from, and what we believe in. This section of the proposal offers valuable insight into our company, and why we will be a great partner for the City of Richland Center.

GFL Environmental is the only major diversified environmental services company in North America offering services in solid waste management, liquid waste management, and soil remediation.

With strategically located operations across Canada and the United States, GFL is uniquely equipped to undertake any environmental challenge, with unparalleled commitment to safety and customer service.

GFL offers a wide range of environmental and industrial services to businesses, communities, and households, providing a consolidated and sophisticated approach to meeting our customers' needs.

One of the keys to our success lies in the diversity of our services and our ability to deliver robust integrated solutions – traditionally provided by multiple third parties – all from a single efficient company.

We believe that, by providing safe, accessible, and cost-effective solutions, we encourage greater environmental responsibility and allow our customers and the communities we serve to be Green For Life. As a full-service environmental services company, GFL Environmental is ready and able to meet your waste collection needs. We provide collection, transfer, disposal, and recycling operations to more than 200,000 commercial customers and 1.9 million residential customers throughout North America. We have more than 3,100 trucks running routes daily. The strategic locations of our collection and disposal facilities allow us to offer convenient service at competitive rates.

Our experts understand the issues related to managing solid waste, and the impact that these issues can have on the environment—and on your business. GFL Environmental works in partnership with the communities we serve to preserve valuable resources and extend landfill capacity. We do this by focusing on waste reduction, recycling, and numerous other “green initiatives”.

Regardless of your needs, GFL Environmental has the experience, resources, and technologies to collect, transport, dispose, and recycle your solid waste. Our team is committed to providing you with prompt, dependable, and cost-effective waste services.

WHAT WE DO

SOLID WASTE SERVICES

- Municipal/ residential waste
- Industrial/ commercial waste
- Recycling collection, processing and storage
- Landfill disposal and diversion
- Organics processing and compost products and yard waste



Green Today. Green For Life.

gflenv.com

SAFETY AND COMPLIANCE

GREEN FOR LIFE. SAFE FOR LIFE.



The health and safety of our employees, customers and the communities we serve is the most important commitment we have.

Green Today. Green For Life.

gflenv.com

Professionally Trained & Safe Drivers

Avoiding accidents while on a customer's property is one of our primary objectives. With GFL Environmental as your provider, the City of Richland Center can have a high comfort level so that your property and employees are safe.

GFL Environmental is among the top-rated environmental services companies for ensuring driver safety. In our effort to take an initiative-based approach to prevent accidents, some of the tools we use include:

- DriveCam – driver monitoring and testing
- The Smith System – driver program on equipment operation
- Weekly site-specific safety meetings and program awareness
- Route audits
- Safety promotions and rewards

GFL Environmental Business Strengths

Selecting the right environmental service provider can have a positive impact on your municipality and its residents. How do you know you will get the service you expect? Does the contractor have the background and experience to meet your expectations? How do you compare one service provider to another?

This section of the proposal discusses several important business strengths that differentiate GFL Environmental from other environmental service providers. Though there are other reputable and knowledgeable contractors in the market, the following differentiators will help define why GFL Environmental is the right partner for the City of Richland Center.

Community Involvement

Successful and progressive businesses recognize the importance of giving back to the communities they serve. When you select GFL Environmental as your environmental consultant, you have the assurance that we are investing in the communities where we operate.

Our offices and employees support local businesses and charitable organizations. This support ranges from donations to the local food bank, participation in Habitat for Humanity, sponsorship of Little League and soccer teams, and numerous others. Additionally, because GFL Environmental hires locally rather than centralizing many corporate job functions, we help promote local economies by keeping taxes paid and wages spent in the communities where we do business.

Ancillary Services

In addition to the regular curbside services requested we also offer a wide range of ancillary services including portable restrooms, commercial containers and roll-off dumpsters. GFL Environmental owns and operates several facilities throughout southern Wisconsin which allows us to price these services competitively and operate at the apex of efficiency. We have the resources and assets to assist the City of Richland Center with any natural disasters or Public Works projects that may be presented.

Service Description

GFL Environmental knows that there is always room for improvement when it comes to service. Untapped opportunities may present the possibility to improve the current method of collections and improve service efficiency.

We are experts at identifying ways to improve our customer's programs. We propose to provide the following:

- Weekly trash collection – Contractor provided 95-gallon cart
- Every other week recycling collection – Contractor provided 95-gallon cart
- Bi-annual large waste item collection
- Large waste item collection tagging system
- Dumpsters at City Transfer Station for disposal of household waste, recyclables and large items
- GFL provided scale house staff during open hours Mondays, Wednesdays and Saturdays
- Waste and recycling service for City-owned sites at no additional charge
- Local Customer Care Center to address residents' concerns
- Hauling Site in Viroqua provides local access to staff and equipment ensuring service excellence and ability to provide additional services to the city and its residents

Equipment

GFL Environmental intends to utilize front load trucks with Curotto-cans to service the 95-gallon GFL provided carts from all City of Richland Center residential units. Once all residential units have been serviced, the same front load trucks will drop the Curotto-can to provide service to the commercial properties in the City and surrounding area.

Work Plan and Customer Service Processes

GFL Environmental is proposing a four-day per week collection schedule. We will split the City of Richland Center up as evenly and efficiently as possible, servicing approximately 460 residential units per day. For example, one section of the city will have trash collection on Mondays, one section will have trash collection on Tuesdays, and so on and so forth. Recycling will follow this same service schedule with services being provided every-other Monday, every-other Tuesday, and so on and so forth.

City of Richland Center residents will be provided with our Viroqua Customer Care Center phone number, which can be used to contact GFL Environmental directly with any questions, comments or concerns. We have representatives readily available Monday through Friday from 8:00AM - 4:30PM to answer calls. Our customer service team communicates directly with the operations staff responsible for servicing the City of Richland Center. Our entire staff will be trained on all facets of the contract and will be well-equipped to answer any questions City of Richland Center residents have as it relates to the services provided.

SERVICE PROPOSAL

TRASH SERVICES

- 1. GFL Environmental will provide all City of Richland Center residents with 95-gallon carts**
 - a. Carts must be placed curbside, or near the driveway/parking space if lacking curb and gutter, and will be emptied via automated service**
 - b. All materials must be placed inside the cart; anything outside the cart will not be collected**
 - c. In the event a household wanted an additional cart, the resident would arrange payment with GFL**
 - i. At the same rate as charged to City, on an annual basis. Cancellations would not be pro-rated.**
 - d. Carts damaged, lost, or stolen shall be replaced at charge of \$85 per cart**
- 2. Services will be provided on a weekly schedule Monday through Thursday**
 - a. If the collection day falls on or during the week following an observed holiday GFL Environmental shall provide collection services on the next business day following the holiday or regular collection day**

RECYCLING SERVICES

- 1. GFL Environmental will provide all City of Richland Center residents with 95-gallon carts**
 - a. Carts must be placed curbside, or near the driveway/parking space if lacking curb and gutter, and emptied via automated service**
 - b. All materials must be placed inside the cart; anything outside the cart will not be collected**
 - c. In the event a household wanted an additional cart, the resident would arrange payment with GFL**
 - i. At the same rate as charged to City, on an annual basis. Cancellations would not be pro-rated.**
 - d. Carts damaged, lost, or stolen shall be replaced at charge of \$85 per cart**
- 2. Services will be provided on an every-other-week schedule Monday through Thursday**

- a. If the collection day falls on or during the week following an observed holiday GFL Environmental shall provide collection services on the next business day following the holiday or regular collection day
3. Recycling services will be “single-stream” recycling.
 - a. Resident will place all recyclable materials into the recycling cart for collection
 - i. Plastic containers, glass containers, metal/aluminum containers, cardboard, mixed paper, newspaper, juice boxes, milk cartons, etc.

LARGE ITEM COLLECTION

1. GFL Environmental will provide bi-annual collection of large household items in the spring and fall
2. GFL Environmental will provide large waste item collection with resident purchase of tag(s) in accordance with Resolution 2014-9 adopted by City of Richland Center effective May 1, 2014
3. Items for collection include, but are not limited to the following
 - a. Household furniture (couches, chairs, tables, cabinets, dressers, or similar)
 - b. Mattresses/Boxsprings
 - c. Carpet Roll (must be rolled and tied, not to exceed 4ft length or 12” diameter)
 - d. Countertop, not to exceed 4ft length or 36” wide
 - e. Doors, windows, toilet, other replacement items from a project
 - f. Appliances
 - g. Electronic waste
 - h. Tires
 - i. Extra bags of trash or recycling
 - j. General debris that is too large to place in the cart and WI landfill-eligible for disposal
4. Excluded items include, but are not limited to the following
 - a. Loose lumber, construction debris, etc.

- b. Rocks, soil, sod, etc.**
- c. Scrap metal**
- d. Automotive or marine batteries**
- e. Any other items that are banned from WI landfills**

CURRENT REFERENCES

City of Viroqua

- 124 W. Decker St, Viroqua, WI 54665
- 608.637.7186

City of Hillsboro

- 123 Mechanic St, Hillsboro, WI 54634-4342
- 608.489.2521

Village of Ontario

- 205 State St, Ontario, WI 54651
- 608.337.4381

Village of Stoddard

- 180 Main St, Stoddard, WI 54658
- 608.457.2136

Village of Viola

- 106 W. Wisconsin St, Viola, WI 54664
- 608.627.1831

Village of Genoa

- P.O. Box 70, Genoa, WI 54632
- 608.317.1293

We encourage you to reach out to our existing curbside collection customers to hear from them directly about their experience with us. The best way to learn about our service is to ask those who have experienced it!

Organization/Service Plan

GFL will provide the following support staff to service this contract:

Justin Montani, Government Contracts Manager

Justin began his journey in the waste industry in 2019 working in the field while furthering his education. He is a University of Wisconsin – Whitewater graduate with a BBA in Business Management. Upon graduating, he worked as a Municipal Services Administrator before becoming a Government Contracts Manager. Justin's attention to detail, communication skills, and passion for sustainability make him an invaluable asset in providing exceptional customer experience. His strategic mindset and process-oriented approach set him apart as a premier young leader in the industry. He will be your point of contact for all issues regarding the performance and administration of the services and contract.

Scott Reber, Facility Manager

With nearly 18 years of experience in the waste industry, Scott has built his career with GFL through hard work, leadership, and a commitment to integrity. Beginning as a driver, he advanced to head mechanic, driver supervisor, and operations manager before stepping into his current role as Facility Manager. Scott is dedicated to fostering a safe work environment, ensuring employees know their value, and keeping operations running smoothly. His focus on safety, teamwork, and efficiency helps deliver reliable service and strong results for both employees and customers.

Our management team above is familiar with the services and needs of the City of Richland Center and its residents.

In terms of Customer Care, GFL will have a Customer Care Center located at its Viroqua division to manage all questions or service issues for Richland Center

residents. We know that local service is important, and eliminates long wait times, confusion on services, and unfamiliarity with the service area. If awarded this contract, GFL will collaborate with City Staff to address all educational needs to ensure any transition is as smooth as possible.

PRICING PROPOSAL

WEEKLY TRASH AND EVERY OTHER WEEK RECYCLING

	\$/Home/Month
2026	\$16.25
2027	\$17.06
2028	\$17.91
2029	\$18.81
2030	\$19.75

Dumpsters at Transfer Station

Hauling fee \$250 per load plus \$70 per ton

Proof of Insurance

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 06/05/2025		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
PRODUCER Aon Risk Services Northeast, Inc. Cleveland OH Office 950 Main Avenue Suite 1600 Cleveland OH 44113 USA		CONTACT PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE NAIC #		
INSURED GFL Environmental Holdings (US), Inc and its subsidiaries 26999 Central Park Blvd Southfield MI 48076 USA		INSURER A: National Union Fire Ins Co of Pittsburgh 19445 INSURER B: AIU Insurance Company 19399 INSURER C: AIG Insurance Company of Canada AAL564107 INSURER D: INSURER E: INSURER F:				
COVERAGES		CERTIFICATE NUMBER: 570113049018		REVISION NUMBER:		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p> <p style="text-align: right;">Limits shown are as requested</p>						
TYPE OF INSURANCE	ADDITIONAL RISK	SUBMITTAL	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	POLICY EXPIRATION (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			014121394	06/01/2025	06/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Per Licensed Project Aggregate \$5,000,000 \$1,000,000 \$10,000 \$5,000,000 \$20,000,000 \$5,000,000 \$5,000,000
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			014-12-1393	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$5,000,000 \$5,000,000 \$5,000,000 \$5,000,000
<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			RMGL80777689 *Limits shown in CAD\$	06/01/2025	06/01/2026	EACH OCCURRENCE AGGREGATE \$7,500,000 \$7,500,000
<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY A/E: PROPRIETOR / PARTNER / EXECUTIVE OFFICER/OWNER EXCLUDED (Mandatory in MI) E/E: EMPLOYEE OF OPERATIONS below	Y/N N	N/A	014121402 014121401	06/01/2025 06/01/2025	06/01/2026 06/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT \$5,000,000 \$5,000,000 \$5,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) *(Aon) Commercial Risk (U.S) is authorized to generate and distribute certificates in an administrative capacity as evidence of insurance.						
CERTIFICATE HOLDER			CANCELLATION			
GFL Environmental Holdings (US), Inc and its subsidiaries 26999 Central Park Blvd. Southfield MI 48076 USA			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Aon Risk Services Northeast, Inc.			

Holder Identifier :

570113049018

Certificate No :



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Contract Draft

AGREEMENT FOR RESIDENTIAL MUNICIPAL SOLID WASTE & RECYCLING COLLECTION SERVICES AND DISPOSAL

THIS AGREEMENT FOR RESIDENTIAL MUNICIPAL SOLID WASTE & RECYCLING COLLECTION SERVICES AND DISPOSAL (this “Agreement”) made and entered into on the ____ day of _____, 2025, (the “Effective Date”) by and between the City of Richland Center, a municipality of the State of Wisconsin and, by and through its City Council (“City”) and GFL Solid Waste Midwest, LLC, a Wisconsin limited liability company (“Contractor”).

WHEREAS, the City 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 City and that such action is a valid exercise of powers of the City; and

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

WHEREAS, City 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 City has conducted an investigation and has determined that the Contractor and its affiliates have a proven excellent reputation for providing the types of services required under this Agreement and that the Contractor has access to significant capital resources that would be available to fund the fulfillment of its responsibilities under this Agreement, all of which should greatly benefit the City; and

WHEREAS, the City 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 City residents, all of which should greatly benefit City; and

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste, recyclables, and bulky waste collection, transportation and disposal services as herein set out, and for the compensation as hereinafter provided and the City has deemed it to be in the best interest of the City and the residents of the City 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 City; and

WHEREAS, City 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.

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 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.

1.6 “City” means the City of Richland Center which shall include, for purposes of this Agreement, the incorporated area of the City and the areas outside the corporate bounds of the City and receiving City 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 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 City or special district, or otherwise publicly- owned, 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 to 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 City 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.

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 City 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 City (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 City, and all such Residential Premises shall be required by the City 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 City. The City 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 City 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 January 1, 2026, and expiring on December 31, 2030 (the “Initial Term”). This agreement shall automatically renew unless either the City or Contractor provide written communication no less than 90 days prior to the expiration date of the Initial Term or any renewal term.

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 bagged

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.

3.1.2 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.

3.1.3 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 without the purchase of pickup tag(s).

3.1.4 Bi-Annual Bulky Waste Collection Contractor shall provide a Bi-Annual Bulky Waste Collection on dates that are mutually acceptable between the City and Contractor. The Bulky Waste Collection shall occur curbside on dates that are mutually agreed upon by the City and Contractor. Customers shall be permitted to dispose of Residential Solid Waste or any other items allowed for disposal in landfills licensed by the State of Wisconsin.

3.1.5 Disposal of Waste Contractor shall 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.

3.1.6 City-Owned Facilities Contractor shall provide collection services at the following City-owned facilities without additional charges to the City:

Airport

Brewer Library

City's Compost Area of Highway AA

Community/Senior Center

Fire Station

Municipal Building

Public Works – Buildings & Grounds Building

Wastewater Treatment Plant

3.1.7 City Transfer Station. Contractor shall provide dumpsters at the City Transfer Station to handle disposal of all household waste, recyclables, and large items brought to the City Transfer Station. Contractor shall maintain adequate capacity by timely emptying or swapping containers. Contractor shall staff the scale house during open hours: Mondays and Wednesdays 8:00AM – 1:00PM, Saturdays 8:00AM – Noon, or an otherwise mutually agreed upon schedule.

3.2 Carts

Contractor shall supply the City with Carts for every Residential Premises receiving the Services as contemplated by this Agreement. It shall be the responsibility of the Customer of Residential Premises to properly use and safeguard the Carts. Customer shall maintain the Carts in reasonably good condition, normal wear and tear excepted. 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 \$85. 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.

3.2.1 Contractor shall provide the City with Carts and dumpsters as described in 3.1.6. It shall be the responsibility of the City to properly use and safeguard the Carts and dumpsters. The City shall maintain the Carts and dumpsters in reasonably good condition, normal wear and tear excepted. The City has the care, custody, and control of any Dumpster or Cart, and shall have the responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Dumpster and Cart and for the cleanliness and safekeeping of such Dumpster or Cart. Contractor shall have the right to charge City for the cost of repair or replacement of Dumpsters or Carts, including delivery fees, if such repair or replacement is required because of abuse, misuse or damage, fire, or theft. Carts and Dumpsters 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 City 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 City. 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 6:00 a.m. nor continue after 6:00 p.m. 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 City.

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 City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City 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 City 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”), or any other complaint, Contractor shall investigate and advise the City how it will address the issue within twenty-four (24) hours after the complaint is received. Contractor will be responsible for receiving all complaints from Residential Premises and rectifying the complaints with the Customer located at the Residential Premises. In the event the complaint received by the Contractor from a Customer is a Missed Collection and 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 City 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 City or its employees, agents or representatives, Contractor shall have the right to charge either the City or Customer the Service Fees for the additional pickup by Contractor. Contractor shall provide equitable credits to the City for any complaints not resolved as described above within 24 hours if Missed Collection was due to Contractor’s failure to perform services.

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 City shall maintain all publicly owned roads and bridges in a condition that affords safe access by Contractor's standard solid waste collection vehicles. The City shall require occupants of Residential Premises to place Carts at Curbside for collection in accordance with the terms and conditions of this Agreement. The City 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 to be collected pursuant to this Agreement, is blocked in any way to prohibit collection, Contractor shall have the right to charge, and the Resident 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 8:00 a.m. to 4:30 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 and Recyclables 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 City 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 City and the person or entity collecting the debris in the aftermath of a natural disaster to return the City to its pre-disaster state. The Contractor shall resume its performance of Services as soon as commercially practicable after such storm or disaster.

1.12 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 City on the subject, and the City 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 City. Upon further written notification by the City, the Contractor shall resume the Services contemplated hereunder on the next regularly scheduled collection day. The City 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 City.

Section 4.0 – City Responsibilities

4.1 Service Referrals

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

4.3 Compliance With law

The City 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 January 1, for and in consideration of the Services to be performed in accordance with this Agreement, the City 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 City 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 City 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 City’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 City then a physical unit count conducted jointly between the City and the Contractor shall prevail and apply prospectively after such a count has been conducted. The Residential Unit count shall be provided by the City to Contractor monthly, based on the additions or removals of Residential Units.

5.2 Other Service Fee Adjustments

The Service fees set forth in Exhibit A shall be increased annually each January 1 of the calendar year beginning in 2027 by 5% of the previous year's rates. The City 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, City, 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, 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.

Section 6.0 - Indemnity

The Contractor will indemnify, defend and hold harmless the City, its officers, agents, insurers and employees (the "City 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, failure to act, or intentional conduct 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 City Parties harmless from any such Damages to the extent they result from, are due to or arise in connection with the acts of, or any failure to act by, any City Party.

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 City certificates of insurance or other evidence satisfactory to the City 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 City 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 City 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, Bulky Waste and Recyclables 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 City 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 City, 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 City 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 City (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 City The following shall constitute events of default on the part of the City, 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 City 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) City'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 City 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;

9.2.2. The City 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 City in the event of such default by Contractor, City 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 other 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 other. Therefore, the parties agree that each party 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 other and to specifically enforce this Agreement or any of its terms and provisions, in addition to any other remedy to which each party 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 City fails to make any payment to Contractor when due as required by the provisions of this Agreement, the City 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 City expressly acknowledges and agrees that in such an event of default by City, 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

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 City and the agreements and obligations by the City 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.

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 City:

City of Richland Center

450 South Main Street

Richland Center, WI 53581

Attn: Municipal Services Specialist

As to Contractor:

GFL Environmental

950 Nelson Parkway

Viroqua, WI 54665

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 City, 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 City 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 City 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 City 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

No assignment or transfer of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the City, such consent not to be unreasonably withheld or delayed.

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 City represents and warrants to Contractor and covenants and agrees as follows:

(a) The parties signing this Agreement on behalf of the City have been authorized to do so by specific action of the City Council and adopted this _____ day of _____, 20____.

(b) The City validly exists as a political subdivision under the laws of the State of Wisconsin. The City has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The City has duly authorized the execution and delivery of this Agreement and the City's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the City, enforceable in accordance with its terms. Without limiting the generality of any of the foregoing, the City 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 City's and execution of this Agreement.

(c) No consents or approvals are needed for the entering into or performance of this Agreement by the City. Neither the entering into nor the performance of this Agreement by the City 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 City is a party or by which the City or its assets is bound. This Agreement is in accordance with the local Solid Waste Management Plan applicable to the City.

(d) There is no action, suit, judgment, consent order or investigation or proceeding pending or, to the best of the City's knowledge and belief, threatened, relating to this Agreement. The City 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 City is in compliance with all applicable federal, state and local laws, rules, regulations, orders, ordinances, judgments permits, licenses, approvals, and variances, and the City as not received any notice of any complaint or violation of any of the foregoing. The City will

GFL Environmental and City of Richland Center

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 City 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.

CITY OF RICHLAND CENTER

Name: _____
Title: _____

Witness: _____ Title: _____

GFL SOLID WASTE MIDWEST LLC

Name: _____ Date: _____

Title: _____

EXHIBIT A

Monthly rate for weekly residential solid waste and bi-weekly residential recycling service
\$16.25 per month per Residential Premises

Haul rate for dumpsters at City Transfer Station: \$250 per container

Disposal rate for dumpsters at City Transfer Station: \$70 per ton

Justin Montani, Government Contracts Manager

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